

**SUNRISE CONSULTING GROUP, INC.**

**A Nevada Corporation**

**Initial Company Information and Disclosure Statement**

**January 21, 2011**

**Information Provided Pursuant to  
Rule 15c2-11 of the Securities and  
Exchange Act of 1934, as Amended**

**We are not, and have never been,  
a “shell company” pursuant to SEC  
Rule 405 of the Securities Act of 1933.**

**INITIAL COMPANY INFORMATION AND DISCLOSURE STATEMENT**

**PURSUANT TO RULE 15c2-11**

**OF THE SECURITIES AND EXCHANGE ACT OF 1934**

Current Information Regarding

**SUNRISE CONSULTING GROUP, INC.**

The following information is provided to assist securities brokerage firms with “due diligence” compliance. This information is set forth below as to Sunrise Consulting Group, Inc. (referred to as “we,” “us,” “our,” “Issuer” or the “Company”). We were incorporated on December 30, 1993, in the State of Nevada. This information is provided for the purpose of providing information to broker-dealers trading in the securities of the Issuer in compliance with Rule 15c2-11(a)(5) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

**Part A      General Company Information**

**Item I      The exact name of Issuer and its predecessor (if any):**

Issuer:            Sunrise Consulting Group, Inc.

On December 30, 1993, we were originally incorporated as Koala Capital Corporation. On October 28, 1996, we changed our name to Sterling Worldwide Corporation. On November 30, 1999, we changed our name to Sun Quest Holdings, Inc. On October 29, 2007, we changed our name to our current name, Sunrise Consulting Group, Inc.

**Item II      The address of the Issuer’s principal executive offices:**

1280 Bison Ave., Suite B9-619  
Newport Beach, CA 92660  
Telephone No.: 949-281-5441

**Item III      The jurisdiction(s) and date of the Issuer’s incorporation or organization:**

We were incorporated on December 30, 1993, in the State of Nevada.

**Part B**      **Share Structure**

**Item IV**      **The exact title and class of securities outstanding:**

We are currently authorized to issue two classes of stock, common stock and preferred stock. The CUSIP for our common stock is 86768Q 10 3.

Our common stock currently trades on the OTC Markets (Pink Sheets) under the symbol “SNRS.” Our preferred stock does not have a CUSIP and is not publicly traded.

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

**A.**      *Par or Stated Value.*

Our common stock has a par value of \$0.001 per share. Our preferred stock has a par value of \$0.001 per share.

**B.**      *Common or Preferred Stock.*

Common Stock

Each holder of Common Stock of the Company is entitled to one vote for each share held of record. There is no right to cumulative voting in the election of directors. The shares of Common Stock are not entitled to preemptive rights and are not subject to redemption or assessment. Each share of Common Stock is entitled to share ratably in distributions to shareholders and to receive ratably such dividends as may be declared by the Board of Directors out of funds legally available therefor. Upon liquidation, dissolution or winding up of the Company, the holders of Common Stock are entitled to receive, *pro rata*, the assets of the Company which are legally available for distribution to shareholders, subject to the rights and preferences of outstanding preferred stock. The issued and outstanding shares of Common Stock are validly issued, fully paid and non-assessable.

Preferred Stock

Our board of directors has the authority, without further action by the shareholders, to issue from time to time the preferred stock in one or more series and to fix the number of shares, designations, preferences, powers and relative, participating, optional or other special rights and the qualifications or restrictions thereof. The preferences, powers, rights and restrictions of different series of preferred stock may differ with respect to dividend rates, amounts payable on liquidation, voting rights, conversion

rights, redemption provisions, sinking fund provisions and purchase funds and other matters. The issuance of preferred stock could decrease the amount of earnings and assets available for distribution to holders of common stock or affect adversely the rights and powers, including voting rights, of the holders of common stock, and may have the effect of delaying, deferring or preventing a change in control of Sunrise Consulting Group.

**Item VI      The number of shares or total amount of the securities outstanding for each class of securities authorized as of (i) the end of our most recent fiscal quarter and (ii) the end of our last two fiscal years:**

Common Stock

We are authorized to issue 20,500,000,000 shares of common stock, par value \$0.001.

As of the end of our most recent fiscal year ended December 31, 2010, we had 16,606,433,971 shares of common stock issued and outstanding, held by approximately 529 shareholders, beneficially and of record. According to records on file with our transfer agent, of those 16,606,433,971 shares of common stock, 15,115,282,657 were listed as free trading.

As of the end of our fiscal year ended December 31, 2009, we had 13,281,433,971 shares of common stock issued and outstanding, held by approximately 530 shareholders, beneficially and of record. According to records on file with our transfer agent, of those 13,281,433,971 shares of common stock, 11,825,282,657 were listed as free trading.

Preferred Stock

We are authorized to issue 600,000,000 shares of preferred stock, par value \$0.001.

As of the end of our most recent fiscal year ended December 31, 2010, we had 10,000,000 shares of our Series A Preferred Stock issued and outstanding. The rights and preferences of our Series A Preferred Stock are outlined below.

As of the end of our fiscal year ended December 31, 2010, we had 489,000,000 shares of our Series B Convertible Preferred Stock issued and outstanding. The rights and preferences of our Series B Convertible Preferred Stock are outlined below.

We have two series of preferred stock outstanding, our Series A Preferred Stock and our Series B Convertible Preferred Stock.

On May 7, 1993, we designated 10,000,000 shares of Series A Preferred Stock out of our total authorized number of 600,000,000 shares of Preferred Stock, par value \$0.001 per share. The rights and preferences of the Series A Preferred Stock are set forth in an amendment to our Articles of Incorporation filed with the Secretary of State of Nevada on May 7, 1993. The following is a summary of the rights and preferences:

***Voting Rights.*** Each share of Series A Preferred Stock shall be entitled to 100,000 votes for any matter brought before our common stockholders.

***Appointment of Directors.*** The holders of the Series A Preferred Stock have the right to appoint a majority of our Board of Directors.

On January 18, 2008, we designated 490,000,000 shares of Series B Convertible Preferred Stock out of our total authorized number of 600,000,000 shares of Preferred Stock, par value \$0.001 per share. The rights and preferences of the Series B Convertible Preferred Stock are set forth in Amended and Restated Certificate of Designation for Series B Convertible Preferred Stock filed with the Secretary of State of Nevada on January 14, 2011. The following is a summary of the rights and preferences:

***Dividends.*** The Series B Convertible Preferred Stock does not have dividend rights.

***Liquidation Preference.*** The holders of each share of Series B Convertible Preferred Stock then outstanding shall be entitled to be paid, out of the Available Funds and Assets, and prior and in preference to any payment or distribution (or any setting apart of any payment or distribution) of any Available Funds and Assets on any shares of Common Stock or subsequent series of preferred stock, an amount per share equal to the Original Issue Price of the Series B Convertible Preferred Stock plus all declared but unpaid dividends on the Series B Convertible Preferred Stock.

***Conversion Ratio.*** Each share of Series B Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the issuance of such share into one share of our Common Stock.

***Voting Rights.*** Each share of Series B Convertible Preferred Stock shall be entitled to 2,100 votes on any brought before our common stockholders.

***Redemption.*** The Series B Convertible Preferred Stock is not redeemable.

**Part C Business Information**

**Item VII The name and address of the transfer agent:**

Madison Stock Transfer Inc.  
P.O. Box 145  
Brooklyn, NY 11229-0145  
Telephone No.: (718) 627-4453  
Facsimile No.: (718) 627-6341

Our transfer agent is registered under the Exchange Act.

**Item VIII The nature of the Issuer's business:**

**A. Business Development**

Information concerning the following specific items is furnished to provide a more complete understanding of the issuer's business development:

***1. The form of organization of the Issuer;***

We are a Nevada corporation.

***2. The year that the Issuer (or any predecessor) was organized;***

We were incorporated on December 30, 1993, in the State of Nevada.

***3. The Issuer's fiscal year end date;***

Our fiscal year end date is December 31.

***4. Whether the Issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding;***

We have never been in bankruptcy, receivership or any similar proceeding.

***5. Whether the Issuer has made any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business;***

On December 12, 2010, we entered into a Master Agreement with Gert Chalay and Natalie Chalay (the "Chalays"), pursuant to which the Chalays agreed to transfer certain patents and other intellectual

property to us, as well as work as consultants for us in the execution of the business based on the intellectual property. The intellectual property relates to a solar charger for mobile devices and is described in more detail below.

**6. *Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the Issuer to make payments;***

We are not in default on any note, loan, lease, or other indebtedness or financing arrangements requiring us to make payments.

**7. *Any change of control;***

During the last two years we have not undergone a change of control transaction. However, on January 14, 2011, we filed an amended and restated Certificate of Designation for our Series B Convertible Stock, giving each share 2,100 votes, which put the voting control of our company with our Series B Convertible Preferred stockholders as a group. No one Series B holder controls a majority of our voting rights.

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

In June 2010, we issued a total of 2,900,000,000 shares of our common stock to one non-affiliate in two separate transactions in exchange for \$145,000.

In August 2009, we issued a total of 2,000,000,000 shares of our common stock to one non-affiliate in exchange for services rendered.

In June 2009, we issued a total of 1,400,000,000 shares of our common stock to two non-affiliates in exchange for \$60,000.

**9. *Describe any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off or reorganization;***

On December 12, 2010, we entered into a Master Agreement with Gert Chalay and Natalie Chalay (the "Chalays"), pursuant to which the Chalays agreed to transfer certain patents and other intellectual property to us, as well as work as consultants for us in the execution of the business based on the intellectual property. The

intellectual property relates to a solar charger for mobile devices and is described in more detail below.

***10. Any delisting of the Issuer's securities by any securities exchange or NASDAQ or deletion from the OTC Bulletin Board; and***

Our securities have never been delisted by any securities exchange or NASDAQ or deleted from the OTC Bulletin Board.

***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. Any current, past or pending trading suspensions by a securities regulator.***

There is no current, past, pending or threatened legal proceedings or administrative actions either by or against us that could have a material effect on our business, financial condition, or operations. Furthermore, there are no current, past or pending trading suspensions by a securities regulator.

**B. Business of Issuer**

Through our wholly-owned subsidiary, United Power Solar, Inc., and as a result of our Master Agreement with the Chalays, our primary business relates to the development, manufacturing, marketing and selling of solar-powered products for the consumer portable device market, such as cell phones, Blackberrys, iPods, iPads, Kindles, etc. With this technology and the products consumer hand held devices can be charged using solar power or through an AC outlet.

Information concerning the following specific items is provided to the extent material to an understanding of the issuer:

***1. Issuer's primary and secondary SIC Codes;***

Our primary SIC code is 3670.

***2. If the Issuer has never conducted operations, is in the development stage or is currently conducting operations;***

We are currently conducting operations.

***3. If the Issuer is considered a "shell company" pursuant to SEC Rule 405 of the Securities Act of 1933;***



We are not, and have never been, a “shell company” pursuant to SEC Rule 405 of the Securities Act of 1933.

4. *State the names of any parent, subsidiary, or affiliate of the Issuer, and describe its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure document;*

United Power Solar, Inc., a Nevada corporation, is our wholly-owned subsidiary and the results of this subsidiary are included in the attached financial statements.

5. *Effect of existing or probable governmental regulations on the business;*

We do not believe existing or probably governmental regulations will have a material effect on our business.

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

Since our acquisition of the intellectual property under the Master Agreement we have not spent material amounts on research and development activities as many of the products are fully developed and on the market in Europe.

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

We believe the costs and effects of compliance with environmental laws will be negligible, at least in the near future.

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

We presently have 1 full-time employee, which is our sole officer and director, Mr. Raymond Chin. Each of the officers may have employment and/or other business associations elsewhere.

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

- A. *Principal products or services, and their markets;*

Through our wholly-owned subsidiary, United Power Solar, Inc., and as a result of our Master Agreement with the Chalays, our

primary business relates to the development, manufacturing, marketing and selling of solar-powered products for the consumer portable device market, such as cell phones, Blackberrys, iPods, iPhones, iPads, Kindles, etc. With this technology and the products consumer hand-held devices can be charged using solar power or through an AC outlet.

#### *Primary Business Overview*

Our technology converts solar energy into electricity, and has developed a solution that lets mobile devices be charged by solar chargers incorporated into numerous different products. Our products enable people to use their mobile devices without having to worry about plugs and connectors. Not only is it practical, but in today's "green-aware" world, where environmental concerns are very important to consumers, we offer mobile device users a reliable, environmentally-friendly power source.

#### *Products*

Our product line includes mobile phone, laptop, PDA, and PSP player cases, with a choice of connectors. We have hard cases with a solar panel on the back (such as a case for an iPhone or a Blackberry), as well as bags, like a backpack, messenger bag, etc., with flexible solar panels woven in. The solar charger with the built-in battery can double a device's battery capacity.

#### *Business Objectives*

Our current business objectives are to successfully begin to market and distribute the products based on the intellectual property we acquired in the Master Agreement from the Chalays. Some of the products are already in the European market and our immediate goal is to establish a market for those products in the United States, as well as continue to develop international markets.

#### ***B. Distribution methods of the products and services:***

We established distribution and sales channels for our products, and are in the process of various negotiations regarding two basic modes of operations:

- 1) A traditional manufacturer-distributor value chain, by which the company will have control over manufacturing and distribution, and sell its products through large distributors; and/or

2) A licensing option, limited by time and dependent on results, by which our involvement in the manufacturing stage will be minimal (just enough to preserve unique knowledge and enable further product development), while distribution, promotion, and sales management are left to a licensee/business partner.

We are currently trending towards the first option, but both are still available options.

**C. *Status of any publicly announced new products or services;***

We have not publicly announced any new products or services.

**D. *Competitive business conditions, the issuer's competitive position in the industry, and methods of competition;***

Currently, our primary competitors are Solio for solar-based chargers for portable electronic devices, and mophie, inc. for non-solar-based extended batteries for portable electronic devices.

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

Not applicable.

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

We do not depend on one or a few major customers.

**G. *Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration; and***

Through the Master Agreement with the Chalays, we acquired all present and future solar-related patents, provisional patents, and patents pending currently held or contemplated by the Chalays. We are responsible for all future costs related to these patents. The intellectual property rights we acquired, include, but are not limited to, the following:

(a) Provisional Patent #61/210,929 currently in the name of Natalie Chalay and a separate Patent Pending on the "solar panels incorporated in the straps of a backpack;" and

(b) At least three additional products are currently ready for applications for Provisional Patents and we plan to begin the application for these patents as soon as possible.

We may rely on a combination of trademark laws, trade secrets, confidentiality procedures and contractual provisions with our employees, consultants and business partners to protect our proprietary rights. We may seek to protect our solar-powered technologies, products, systems, documentation and other written materials under trade secret and copyright laws, which afford only limited protection. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our systems or to obtain and use information that we regard as proprietary. While we are not aware that any of our systems infringe upon the proprietary rights of third parties, there can be no assurance that third parties will not claim infringement by us with respect to current or future products.

We devote substantial time, effort, and expense toward developing name recognition and goodwill for our trade names for our operations. We intend to maintain the integrity of our trade names, service marks and other proprietary names against unauthorized use and to protect the licensees' use against claims of infringement and unfair competition where circumstances warrant. Failure to defend and protect such trade name and other proprietary names and marks could adversely affect our sales of licenses under such trade name and other proprietary names and marks. We know of no current materially infringing uses.

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

We do not currently anticipate the need for any governmental approvals for our principal products.

**Item X The nature and extent of the Issuer's facilities:**

Our corporate address is located at 1280 Bison Ave., Suite B9-619 Newport Beach, CA 92660, which is akin to executive suites. We rent our space on a month-to-month basis for \$\_\_\_ per month.

**Part D Management Structure and Financial Information**

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

**A. Officers and Directors.**

*1. Management*

Our directors and executive officers are as follows:

<u>Name/Address</u>	<u>Title</u>
Raymond Chin 1280 Bison Ave., Suite B9-619 Newport Beach, CA 92660	President, CFO, Secretary and a Director

**Raymond Chin** has been our sole officer and director since President and a director since October 16, 2010. From May 2009 until October 2010, Mr. Chin served as a consultant to various U.S.-based companies that source and manufacture products with Chinese companies. From October 2007 until May 2009, Mr. Chin was our Chief Executive Officer. From February 2006 through September of 2007, Mr. Chin was the Vice President of Marketing in charge of mergers and acquisitions for RCC Holdings Corp (RCCH).

During our fiscal years ended December 31, 2010 and 2009, Mr. Chin received total compensation from the Company of \$0 and \$0, respectively.

Mr. Chin does not own any shares of our common stock and owns 10,000,000 shares of our Series B Convertible Preferred Stock, which has 21,000,000,000 votes, or just over 1% of our outstanding voting rights.

**B. Legal/Disciplinary History**

To the best of our knowledge, none of the foregoing persons has, during the last five years, been the subject of the following except as follows:

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

None.

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

None.

- 3. A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, 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**

None.

**D. Disclosure of Related Party Transactions**

On October 19, 2010, Mr. Chin received his 10,000,000 shares of Series B Convertible Preferred Stock as part of his compensation for agreeing to serve as our sole officer and director.

**E. Disclosure of Conflicts of Interest**

None.

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

Attached hereto as Exhibit A are the following:

Unaudited consolidated financial statements for Sunrise Consulting Group, Inc., for the periods ended November 30, 2010 and December 31, 2009.

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

Attached hereto as Exhibit A are the following:

Unaudited consolidated financial statements for Sunrise Consulting Group, Inc., for the periods ended November 30, 2010 and December 31, 2009.

**Item XIV Beneficial Owners:**

The following tables set forth certain information with respect to our equity securities owned on record or beneficially by (i) each of our Officers and Directors; (ii) each person who owns beneficially more than five percent (5%) of each class of our outstanding equity securities; and (iii) all Directors and Executive Officers as a group.

**Common Stock**

<b><u>Title of Class</u></b>	<b><u>Name and Address of Beneficial Owner (1)</u></b>	<b><u>Amount and Nature of Beneficial Ownership</u></b>	<b><u>Percent of Class (2)</u></b>
Common Stock	Raymond Chin	0	0%
Common Stock	Executive Officers and Directors as a Group (1 Person)	0	0%

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(1) Unless otherwise noted, the address of each beneficial owner is c/o 1280 Bison Ave., Suite B9-619, Newport Beach, CA 92660.

(2) Based on 16,606,433,971 shares outstanding. Shares of common stock subject to options or warrants currently exercisable, or exercisable within 60 days, are deemed outstanding for purposes of computing the percentage of the person holding such options or warrants, but are not deemed outstanding for purposes of computing the percentage of any other person.



**Series A Preferred Stock (1)**

<b><u>Title of Class</u></b>	<b><u>Name and Address of Beneficial Owner (2)</u></b>	<b><u>Amount and Nature of Beneficial Ownership</u></b>	<b><u>Percent of Class (3)</u></b>
Series A Preferred Stock	Raymond Chin	0	0%
Series A Preferred Stock	Asset Investment Mgmt 1984 SA Grand Hue 9 CH 1260 Nyon	10,000,000	100%
Series A Preferred Stock	Executive Officers and Directors as a Group (1 Person)	0	0%

(1) Each share of Series A Preferred Stock is entitled to 100,000 votes on any matter properly brought before our shareholders for a vote, and is not convertible into our common stock.

(2) Unless otherwise noted, the address of each beneficial owner is c/o 1280 Bison Ave., Suite B9-619, Newport Beach, CA 92660.

(3) Based on 10,000,000 shares of Series A Preferred Stock outstanding.

**Series B Preferred Stock (1)**

<b><u>Title of Class</u></b>	<b><u>Name and Address of Beneficial Owner (2)</u></b>	<b><u>Amount and Nature of Beneficial Ownership</u></b>	<b><u>Percent of Class (3)</u></b>
Series B Preferred Stock	Raymond Chin	10,000,000	2.0%
Series B Preferred Stock	Aztec Magic, Inc. 25 Water Lane P.O. Box 2059 Belize City	35,000,000	7.2%
Series B Preferred Stock	Neil Bains 75 Brabourne Ave.	27,000,000	5.5%

	Ferndown Dorset		
Series B Preferred Stock	Michael Brown 4852 Cabana Dr., #201 Huntington Beach, CA 92469	35,000,000	7.2%
Series B Preferred Stock	Compass Capital, Inc. Corner Bagdad & Waterlane P.O. Box 2059 Belize City	40,000,000	8.2%
Series B Preferred Stock	Eurolink Investment, Inc. 2nd Floor Marcole Plaza P.O. Box 951 Halifax Street Kingstown	35,000,000	7.2%
Series B Preferred Stock	Moonscape Systems, Inc. 76 Dean Street P.O. Box 644 Belize City	40,000,000	8.2%
Series B Preferred Stock	Prezense, Inc. 930 S. 4th Street, Ste 100 Las Vegas, NV 89101	35,000,000	7.2%
Series B Preferred Stock	Mario Rameriz 22538 Lazy Meadow Lane Diamond Bar, CA 91765	50,000,000	10.2%
Series B Preferred Stock	Three Castle, LLC Hunkins Waterfront Plaze P.O. Box 556 Charlestown, Nevis	30,000,000	6.1%
Series B Preferred Stock	Ron Touchard 3 Seabluff Newport Beach, CA 92660	40,000,000	8.2%
Series B Preferred Stock	Luke Zouvas 2787 W. Bullard Ave.,	50,000,000	10.2%

Suite 109C  
Fresno, CA 93711

Series B Preferred Stock	Executive Officers and Directors as a Group (1 Person)	10,000,000	2.0%
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(1) Each share of Series B Preferred Stock is entitled to 2,100 votes on any matter properly brought before our shareholders for a vote, and is convertible into one share of our common stock.

(2) Unless otherwise noted, the address of each beneficial owner is c/o 1280 Bison Ave., Suite B9-619, Newport Beach, CA 92660.

(3) Based on 489,000,000 shares of Series B Preferred Stock outstanding.

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

***1. Investment Banker;***

None.

***2. Promoters;***

None.

***3. Counsel;***

The Lebrecht Group, APLC  
9900 Research Drive  
Irvine, CA 92618  
Telephone No: (949) 635-1240  
cbutler@thelebrechtgroup.com

***2. Accountant or Auditor;***

Accountant:

Ankit Consulting Services, Inc.  
Certified Public Accountants  
11 Plushtone  
Rancho Santa Margarita, CA 92688  
(949) 683-3034

Ankit Consulting Services, Inc. is a third party accountant that prepares the Company's financial statements in accordance with generally accepted accounting principals (GAAP). The financial statements are prepared by Ankit Consulting Services, Inc. based on his review of the Company's financial information. Ankit Consulting Services, Inc. are licensed certified public accountants and are qualified to prepare the Company's financial statements based on GAAP.

**3. *Public Relations Consultant;***

None.

**6. *Investor Relations Consultant; and***

None.

**7. *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:**

**Overview**

Through United Power Solar, Inc., a Nevada corporation and our wholly-owned subsidiary, and as a result of our Master Agreement with the Chalays, our primary business relates to the development, manufacturing, marketing and selling of solar-powered products for the consumer portable device market, such as cell phones, Blackberrys, iPods, iPads, Kindles, etc. With this technology and the products consumer hand-held devices can be charged using solar power or through an AC outlet.

**Results of Operations for the Eleven Months Ended November 30, 2010 versus Year Ended December 31, 2009 (Restated)**

Introduction

Our total revenue for the eleven months ended November 30, 2010 was \$0, including the revenue from the operations of United Power Solar, Inc., our wholly-owned subsidiary. Our total operating expenses of \$718,057 were primarily related to the operations of United Solar Power, Inc. For the year ended December 31, 2009, our total revenue was \$0, and our total operating expenses were \$633,713. As a result of our lack of revenue for these two periods our total operating expenses equaled our total operating loss for these two periods.

## Revenues and Income from Operations

Our total revenue, total expenses, and net income (loss) for the eleven months ended November 30, 2010, and the year ended December 31, 2009, are as follows:

	Eleven Months Ended November 30, 2010	Twelve Months Ended December 31, 2009
Total revenue	\$ -	\$ -
Total operating expenses	718,057	633,713
Operating income (loss)	<u>(718,057)</u>	<u>(633,713)</u>
Other expenses	<u>-</u>	<u>(200,000)</u>
Net income (loss)	<u>\$ (718,057)</u>	<u>\$ (833,713)</u>

Of our \$718,057 in operating expenses for the eleven months ended November 30, 2010, the primary expenses were: \$469,150 related to compensation expenses, \$206,500 related to consulting expenses, and \$42,407 in general and administrative expenses. Of our \$633,713 in operating expenses for the year ended December 31, 2010, the primary expenses were: \$511,800 related to compensation expenses, \$96,000 related to consulting expenses, and \$25,913 in general and administrative expenses. For the eleven months ended November 30, 2010, our primary general and administrative expenses were: licenses and permit expenses of \$14,917, legal expenses of \$10,000, and accounting expenses of \$7,785.

We anticipate that our operating expenses will increase as we begin expending money to execute our business plan related to the development, manufacturing, and marketing of our solar-powered products for portable consumer devices. We are hopeful that our products will find success in the marketplace and start generating revenue, which is currently planned for the latter part of 2011. This estimation is subject to various factors, some in our control and some outside our control, and, therefore is subject to change.

## **Liquidity and Capital Resources**

### Introduction

Our cash, accounts receivable, total assets, and total liabilities as of November 30, 2010 and December 31, 2009 (our fiscal year end), were as follows:

	November 30, 2010	December 31, 2009
Cash and cash equivalents	\$ 530	\$ 4,087
Goodwill	250,000	250,000
Total assets	250,530	254,087
Total liabilities	1,195,200	629,800

Our total liabilities related to accrued expenses of \$1,165,200 and loan payable of \$30,000 for the eleven months ended November 30, 2010, and accrued expenses of \$607,800 and loan payable of \$22,000 for the year ended December 31, 2009.

### Cash Requirements

Our cash requirements are expected to be approximately \$600,000 for next 12 months. We plan to meet our cash needs for the next 12 months through sales of our securities or the issuance of debt.

Beyond the next 12 months, our cash needs are anticipated to continue to increase as our product sales increase. After the next 12 months we hope to fulfill our cash needs primarily from our operations. We cannot estimate what our cash needs will be in the future.

### Sources and Uses of Cash

#### *Operations*

For the eleven months ended November 30, 2010 our net cash provided by (used in) operating activities was \$(160,657). For those eleven months, the net cash used in operations came primarily from net loss from operations of (\$718,057), offset by an increase in accrued expenses of \$557,400.

#### *Investing*

Net cash provided by (used in) investing activities was zero for the eleven months ended November 30, 2010.

#### *Financing*

Net cash provided by (used in) financing activities was \$157,100 for the eleven months ended November 30, 2010. For those eleven months the net cash from financing activities primarily came from net proceeds from the issuance of common stock of \$149,100, and proceeds from loan payable of \$8,000.

## **Critical Accounting Policies**

Our accounting policies are fully described in the Notes to our financial statements. The following describes the general application of accounting principles that impact our financial statements.

Our results of operations are based upon our financial statements, which have been prepared in accordance with accounting principals generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates, including those related to bad debt, inventories, investments, intangible assets, income taxes, financing operations, and contingencies and litigation.

We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

## **Off-balance Sheet Arrangements**

We have no off-balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is deemed by our management to be material to investors.

## **Part E      Issuance History**

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

Within the last two year periods ending on the date of our last fiscal year and as of the date of this Disclosure Statement, the following events have resulted in changes in total shares outstanding of our securities:

In December 2010, we issued a total of 425,000,000 shares of our common stock to one non-affiliate in exchange for \$15,000. The issuances were exempt from registration pursuant to Regulation D and Rule 504 of the Securities Act of 1933, and each of the investors was either accredited or sophisticated and familiar with our operations.

In June 2010, we issued a total of 2,900,000,000 shares of our common stock to one non-affiliate in two separate transactions in exchange for \$145,000. The issuances were exempt from registration pursuant to Regulation D and Rule 504 of the Securities Act of 1933, and each of the

investors was either accredited or sophisticated and familiar with our operations.

In August 2009, we issued a total of 2,000,000,000 shares of our common stock to one non-affiliate in exchange for services rendered. This issuance was exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and each of the investors was either accredited or sophisticated and familiar with our operations.

In June 2009, we issued a total of 1,400,000,000 shares of our common stock to two non-affiliates in exchange for \$60,000. The issuances were exempt from registration pursuant to Regulation D and Rule 504 of the Securities Act of 1933, and each of the investors was either accredited or sophisticated and familiar with our operations.

## **Part F      Exhibits**

### **Item XVIII    Material Contracts:**

On December 12, 2010, we entered into a Master Agreement with Gert Chalay and Natalie Chalay (the “Chalays”), pursuant to which the Chalays agreed to transfer certain patents and other intellectual property to us, as well as work as consultants for us in the execution of the business based on the intellectual property. A copy of this Agreement is attached hereto as Exhibit B.



**Item XIX Articles of Incorporation and Bylaws:**

<u>Exhibit No.</u>	<u>Description</u>
Exhibit C	Articles of Incorporation of Koala Capital Corporation, as filed with the Nevada Secretary of State on December 30, 1993
Exhibit D	Articles of Merger of Koala Capital Corporation filed with the Nevada Secretary of State on August 28, 1995
Exhibit E	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on October 28, 1996
Exhibit F	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on June 30, 1997
Exhibit G	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on May 7, 1998
Exhibit H	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on November 30, 1999
Exhibit I	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on May 29, 2007
Exhibit J	Certificate of Correction filed with the Nevada Secretary of State on June 18, 2007
Exhibit K	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on October 29, 2007
Exhibit L	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on December 18, 2007
Exhibit M	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on January 11, 2008
Exhibit N	Certificate of Designation for Series A Preferred Stock filed with the Nevada Secretary of State on January 18, 2008
Exhibit O	Amendment to Certificate of Designation After Issuance of Stock filed with the Nevada Secretary of State of January 28, 2008
Exhibit P	Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on February 19, 2008

- Exhibit Q Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on June 16, 2009
- Exhibit R Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on June 30, 2009
- Exhibit S Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on June 3, 2010
- Exhibit T Certificate of Amendment to Articles of Incorporation filed with the Nevada Secretary of State on December 29, 2010
- Exhibit U Amended and Restated Certificate of Designation for the Series B Convertible Preferred Stock filed with the Nevada Secretary of State on January 14, 2011

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

None.

**Item XXI Issuer's Certifications:**

<u>Exhibit No.</u>	<u>Description</u>
Exhibit V	Chief Executive Officer Certification
Exhibit W	Chief Financial Officer Certification

Dated this 21st day of January, 2011, at Newport Beach, California.

Sunrise Consulting Group, Inc.,  
a Nevada corporation

          /s/ Raymond Chin            
By: Raymond Chin  
Its: President

**Exhibit A**

**Unaudited financial statements as of the periods ended November 30, 2010  
and December 31, 2009**

To the Board of Directors  
Sunrise Consulting Group, Inc.  
1280 Biscon Ave, Ste. #B9-59  
Newport Beach, CA 92660

We have compiled the accompanying consolidated balance sheets of Sunrise Consulting Group, Inc. as of November 30, 2010 and December 31, 2009, and the related consolidated statements of operations, consolidated statements of cash flows and consolidated statement of stockholders' equity/(deficit) for the eleven month period ended November 30, 2010 and for the twelve month period ended December 31, 2009, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

/s/ Ankit Consulting Services, Inc.  
Certified Public Accountants  
December 16, 2010

**Sunrise Consulting Group, Inc.**  
**Consolidated Balance Sheets**  
**As of November 30, 2010 and December 31, 2009**  
**(Unaudited)**

	November 30, 2010	December 31, 2009 (Restated)
<b>Assets</b>		
<b>Current Assets:</b>		
Cash And Cash Equivalents	\$ 530	\$ 4,087
<b>Other Assets</b>		
Goodwill	250,000	250,000
<b>Total Assets</b>	\$ 250,530	\$ 254,087
<b>Liabilities And Stockholders' Deficit</b>		
<b>Current liabilities</b>		
Accrued Expenses	\$ 1,165,200	\$ 607,800
Loan Payable	30,000	22,000
<b>Total Liabilities</b>	1,195,200	629,800
<b>Commitments</b>	-	
<b>Stockholders' Deficit:</b>		
Series B convertible preferred stock		
600,000,000 shares authorized, \$0.001 par value		
489,000,000 shares issued and outstanding	28,409	28,409
Common stock: 18,000,000,000 shares authorized, \$0.001 par value		
16,181,433,971 shares issued and outstanding	5,198,750	2,298,750
Additional paid in capital	(4,535,150)	(1,784,250)
Accumulated deficit	(1,636,679)	(918,622)
<b>Total Stockholders' Deficit</b>	(944,670)	(375,713)
<b>Total Liabilities And Stockholders' Deficit</b>	\$ 250,530	\$ 254,087

The accompanying notes are an integral part of these unaudited financial statements

**Sunrise Consulting Group Inc.**  
**Consolidated Statement of Operations**  
**For The Eleven Month Period Ended November 30, 2010 And For The Twelve Month Period Ended December 31, 2009**  
**(Unaudited)**

	<u>November 30, 2010</u>	<u>December 31, 2009</u> <u>(Restated)</u>
<b>Net revenue</b>	\$ -	\$ -
<b>Cost of revenue</b>	<u>-</u>	<u>-</u>
<b>Gross profit</b>	<u>-</u>	<u>-</u>
<b>Operating expenses</b>		
Consulting expenses	206,500	96,000
Compensation expenses	469,150	511,800
General & administrative expenses	<u>42,407</u>	<u>25,913</u>
Total operating expenses	<u>718,057</u>	<u>633,713</u>
<b>Loss from operations</b>	\$ <u>(718,057)</u>	<u>(633,713)</u>
<b>Other expense:</b>		
Loss on settlement of debt	<u>-</u>	<u>(200,000)</u>
<b>Total other expense</b>	<u>-</u>	<u>(200,000)</u>
<b>Net loss</b>	\$ <u>(718,057)</u>	<u>(833,713)</u>
<b>Basic and diluted weighted average shares outstanding</b>	<u>14,813,170,498</u>	<u>10,995,954,519</u>
<b>Basic and diluted net loss per share</b>	\$ <u>(0.00)</u>	<u>(0.00)</u>

\*Weighted average number of shares used to compute basic and diluted loss per share for the eleven month period ended November 30, 2010 and for the twelve month period ended December 31, 2009 are the same since the effect of dilutive securities is anti-dilutive.

**The accompanying notes are an integral part of these unaudited financial statements**

**Sunrise Consulting Group Inc.**  
**Consolidated Statement Of Cash Flows**  
**For The Eleven Month Period Ended November 30, 2010 And For The Twelve Month Period Ended December 31, 2009**  
**(Unaudited)**

	<u>November 30, 2010</u>	<u>December 31, 2009</u> <b>(Restated)</b>
<b>Cash Flows From Operating Activities</b>		
Net loss from operations	\$ (718,057)	\$ (833,713)
Adjustments to reconcile net loss to net cash used in operating activities:		
Loss on settlement of debt	-	200,000
Increase in accrued expenses	557,400	607,800
<b>Net cash used in operating activities</b>	<u>(160,657)</u>	<u>(25,913)</u>
<b>Cash Flows From Investing Activities</b>	<u>-</u>	<u>-</u>
<b>Cash Flows From Financing Activities</b>		
Net Proceeds from the issuance of common stock	149,100	30,000
Proceeds from loan payable	8,000	-
<b>Net Cash Provided by Financing Activities</b>	<u>157,100</u>	<u>30,000</u>
<b>Net Decrease During the Period</b>	(3,557)	4,087
<b>Cash and cash equivalents, Beginning of the period</b>	4,087	-
<b>Cash and cash equivalent, End of the period</b>	<u>\$ 530</u>	<u>\$ 4,087</u>
<b>Supplemental Cash Flow Information</b>		
<b>Interest Paid</b>	<u>\$ -</u>	<u>\$ -</u>
<b>Income Taxes Paid</b>	<u>\$ -</u>	<u>\$ -</u>
<b>Non-Cash Investing And Financing Activities</b>		
Stock issued for debt settlement	<u>\$ -</u>	<u>\$ 60,000</u>

**The accompanying notes are an integral part of these unaudited financial statements**

**Sunrise Consulting Group, Inc.**  
**Statement of Stockholders' Equity/ (Deficit)**  
**For the Period Ended November 30, 2010**  
**(Unaudited)**

	Preferred Stock		Common Stock		Additional	Accumulated	Stockholders'
	Shares	Amount	Shares	Amount	Paid-in Capital	Deficit	Equity (Deficit)
<b>Balance as of January 1, 2009</b>	<b>489,000,000</b>	<b>\$ 28,409</b>	<b>9,081,433,971</b>	<b>\$ 208,750</b>	<b>\$ 15,750</b>	<b>\$ (84,909)</b>	<b>\$ 168,000</b>
Capital contribution	-	-	2,200,000,000	90,000	-	-	90,000
Stock issued for debt settlement	-	-	2,000,000,000	2,000,000	(1,800,000)	-	200,000
Net loss for the year ended December 31, 2009	-	-	-	-	-	(833,713)	(833,713)
Balance at December 31, 2009	489,000,000	28,409	13,281,433,971	2,298,750	(1,784,250)	(918,622)	(375,713)
Capital contribution	-	-	-	-	4,100	-	4,100
Stock issued for cash	-	-	2,900,000,000	2,900,000	(2,755,000)	-	145,000
Net loss for the eleven month period ended November 30, 2010	-	-	-	-	-	(718,057)	(718,057)
<b>Balance at November 30, 2010</b>	<b>489,000,000</b>	<b>28,409</b>	<b>16,181,433,971</b>	<b>5,198,750</b>	<b>(4,535,150)</b>	<b>(1,636,679)</b>	<b>(944,670)</b>

The accompanying notes are an integral part of these unaudited financial statements



SUNRISE CONSULTING GROUP INC. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(UNAUDITED)

**NOTE 1 ORGANIZATION**

Sunrise Consulting Group, Inc. and subsidiary (the “Company” or “We” or “Our”) was originally established in 1993, under the laws of the State of Nevada. Our business operations consist of premier investment banking and financial services in Asia & Pacific Rim, bringing value to small and medium sized companies in Asia. We will also bring them Public to the United States. Our services include Mergers and Acquisitions, Trade Finances, IPO and Reverse Mergers, Project Funding, Project Financing and Company Restructuring.

On April 19, 2010, the Company incorporated another entity “Uniter Power SOLAR, Inc.”, under the laws of the State of Nevada, as a 100% owned subsidiary.

The consolidated financial statements include the accounts of Sunrise Consulting Group Inc. and its wholly owned subsidiary, United Power Solar, Inc. All significant intercompany accounts and transactions have been eliminated in consolidation.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America. The accompanying consolidated financial statements have been presented in United States Dollars (\$).

**Use of Estimates**

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

**Cash and Cash Equivalents**

For purposes of the cash flow statements, the Company considers all highly liquid investments with original maturities of three months or less at the time of purchase to be cash equivalents.

## Basic and Diluted Earnings Per Share

Earnings per share are calculated in accordance with the Statement of Financial Accounting Standards No. 128 (SFAS No. 128), "Earnings per share". SFAS No. 128 superseded Accounting Principles Board Opinion No.15 (APB 15). Net income (loss) per share for all periods presented has been restated to reflect the adoption of SFAS No. 128. Basic net income (loss) per share is based upon the weighted average number of common shares outstanding. Diluted net loss per share is based on the assumption that all dilutive convertible shares and stock options were converted or exercised. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed to be exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby were used to purchase common stock at the average market price during the period. Basic and diluted loss per share were \$0.00 and \$0.00 for the eleven month period ended November 30, 2010 and for the twelve month period ended December 31, 2009.

## Stock-based compensation

The costs of all employee stock options, as well as other equity-based compensation arrangements, are reflected in the consolidated financial statements based on the estimated fair value of the awards on the grant date. That cost is recognized over the period during which an employee is required to provide service in exchange for the award—the requisite service period (usually the vesting period). Stock compensation for stock granted to non-employees is determined as the fair value of the consideration received or the fair value of equity instruments issued, whichever is more reliably measured.

## Going Concern

The accompanying consolidated financial statements have been prepared on a going concern basis which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company's accumulated deficit was \$1,636,679 as of November 30, 2010. If the Company is unable to generate profits and is unable to continue to obtain financing for its working capital requirements, it may have to curtail its business sharply or cease business altogether.

The Company has taken certain restructuring steps to provide the necessary capital to continue its operations. These steps included, but were not limited to: 1) focus on services to minimize the need for capital at this stage; 2) raising equity financing; 3) continuous focus on reductions in cost where possible.

## Recent Accounting Pronouncements

In January 2010, FASB issued ASU No. 2010-06 – Improving Disclosures about Fair Value Measurements. This update provides amendments to Subtopic 820-10 that requires new disclosure as follows: 1) Transfers in and out of Levels 1 and 2. A reporting entity should disclose separately the amounts of significant transfers in and out of Level 1 and

Level 2 fair value measurements and describe the reasons for the transfers. 2) Activity in Level 3 fair value measurements. In the reconciliation for fair value measurements using significant unobservable inputs (Level 3), a reporting entity should present separately information about purchases, sales, issuances, and settlements (that is, on a gross basis rather than as one net number). This update provides amendments to Subtopic 820-10 that clarifies existing disclosures as follows: 1) Level of disaggregation. A reporting entity should provide fair value measurement disclosures for each class of assets and liabilities. A class is often a subset of assets or liabilities within a line item in the statement of financial position. A reporting entity needs to use judgment in determining the appropriate classes of assets and liabilities. 2) Disclosures about inputs and valuation techniques. A reporting entity should provide disclosures about the valuation techniques and inputs used to measure fair value for both recurring and nonrecurring fair value measurements. Those disclosures are required for fair value measurements that fall in either Level 2 or Level 3. The new disclosures and clarifications of existing disclosures are effective for interim and annual reporting periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements. These disclosures are effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years. The Company is currently evaluating the impact of this ASU, however, the Company does not expect the adoption of this ASU to have a material impact on its consolidated financial statements.

In April 2010, FASB issued ASU No. 2010-13—Stock Compensation. The objective of this Update is to address the classification of an employee share-based payment award with an exercise price denominated in the currency of a market in which the underlying equity security trades. It provides guidance on the classification of a share-based payment award as either equity or a liability. A share-based payment award that contains a condition that is not a market, performance, or service condition is required to be classified as a liability. Under Topic 718, awards of equity share options granted to an employee of an entity's foreign operation that provide a fixed exercise price denominated in (1) the foreign operation's functional currency or (2) the currency in which the employee's pay is denominated should not be considered to contain a condition that is not a market, performance, or service condition.

The amendments in this Update affect entities that issue employee share-based payment awards with an exercise price denominated in the currency of a market in which a substantial portion of the entity's equity securities trades that differs from the functional currency of the employer entity or payroll currency of the employee. The amendments affect entities that have previously considered such awards to be liabilities because of their exercise price.

The amendments in this Update are effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2010. The amendments in this Update should be applied by recording a cumulative-effect adjustment to the opening balance of retained earnings. The Company is currently evaluating the impact of this ASU on its consolidated financial statements.

In July 2010, the FASB issued Accounting Standards Update 2010-20 which amends “Receivables” (Topic 310). ASU 2010 20 is intended to provide additional information to assist financial statement users in assessing an entity’s risk exposures and evaluating the adequacy of its allowance for credit losses. The disclosures as of the end of a reporting period are effective for interim and annual reporting periods ending on or after December 15, 2010. The disclosures about activity that occurs during a reporting period are effective for interim and annual reporting periods beginning on or after December 15, 2010. The amendments in ASU 2010-20 encourage, but do not require, comparative disclosures for earlier reporting periods that ended before initial adoption. However, an entity should provide comparative disclosures for those reporting periods ending after initial adoption. While ASU 2010-20 will not have a material impact on our consolidated financial statements, we expect that it will expand our disclosures related to notes receivables.

**NOTE 3. ACCRUED EXPENSES**

As of November 30, 2010, accrued expenses comprised of the following:

Accrued compensation	\$1,104,000
Accrued auto allowance	60,950
Other	<u>250</u>
Total accrued expenses	<u>1,165,200</u>

**NOTE 4. CONVERTIBLE NOTE PAYABLE**

As of November 30, 2010, the Company had a convertible loan payable of \$30,000 which is non-interest bearing and due on demand. At any time the note holder demands, the note is convertible into free trading shares of common stock of the Company at a conversion rate of \$0.00005.

**NOTE 5. STOCKHOLDERS’ DEFICIT**

Convertible Series B Preferred Stock

The Company has 600,000,000 authorized convertible series B preferred shares. Each preferred share is convertible into one common restricted shares.

As of November 30, 2010, 489,000,000 preferred shares were outstanding.

Common stock

During the eleven month period ended November 30, 2010, the Company issued 2,900,000,000 shares for \$145,000 cash to third parties.

## NOTE 6. RESTATEMENT

Subsequent to the issuance of the Company's financial statements for the year ended December 31, 2009, the management discovered that certain transactions had not been accounted for. Specifically, the compensation payable to certain officers and consulting fee payable to a consultant, were not accounted for. The financial statements for the year ended December 31, 2009 have been restated to give effect to the changes.

The effect of the restatements is as follows:

### Balance Sheet

	<u>Reported</u>	<u>Restated</u>
Accrued expenses	\$ -	\$ 607,800
Total Liabilities	22,000	629,800
Accumulated deficit	(310,822)	(918,622)
Total Stockholders' equity/(deficit)	\$ 232,087	\$ (375,713)

### Statement of Operations

	<u>Reported</u>	<u>Restated</u>
Consulting expenses	\$ -	\$ 96,000
Compensation expenses	-	511,800
Total operating expenses	25,913	633,713
Loss from operations	(25,913)	(633,713)
Net loss	\$ (225,913)	\$ (833,713)

### Statement of Cash Flows

	<u>Reported</u>	<u>Restated</u>
Net loss from operations	\$ (225,913)	\$ (833,813)
Increase in accrued expenses	\$ -	\$ 607,800

### Statement of Stockholders' Deficit

	<u>Reported</u>	<u>Restated</u>
Accumulated Deficit		
Net loss for the year ended December 31, 2009	\$ (225,913)	\$ (833,913)
Balance at December 31, 2009	\$ (310,822)	\$ (918,622)
Total Stockholders' Equity/(Deficit)	\$ 232,087	\$ (375,713)

**Exhibit B**

**Master Agreement with the Chalays**

**MASTER AGREEMENT**  
between and among  
**SUNRISE CONSULTING GROUP, INC., GERT CHALAY and NATALIE CHALAY**

THIS MASTER AGREEMENT ("Agreement") is between and among Sunrise Consulting Group, Inc., a Nevada corporation ("SUNRISE" or the "Company"), Gert Chalay ("CONSULTANT"), and NATALIE CHALAY ("PATENT HOLDER").

**RECITALS:**

WHEREAS, SUNRISE is in the business of marketing solar-related and other products; and

WHEREAS, SUNRISE desires to retain the services of CONSULTANT to consult with the Company and assist with operations and marketing for the Company and/or its subsidiaries ; and

WHEREAS, SUNRISE, CONSULTANT and PATENT HOLDER all desire that all present and future patents, provisional patents, and patents pending owned or controlled by CONSULTANT and/or PATENT HOLDER herein shall be transferred to SUNRISE subject to the conditions set forth in this Agreement; and

WHEREAS, it is the intent of SUNRISE, CONSULTANT and PATENT HOLDER that in at a future date a reorganization of SUNRISE will take place at which time CONSULTANT will become a major shareholder of either SUNRISE or a subsidiary that is later spun off as an independent publicly-owned company.

NOW, THEREFORE, the parties agree as follows.

**ARTICLE I**  
**CONSULTANT AGREEMENT**

The Company hereby retains Consultant and Consultant hereby accepts retention with the Company upon the terms and conditions hereinafter set forth.

1.1. Initial Term. The initial term of this Agreement (the Term) shall be for a period of one year commencing on the date of the execution of this Agreement (the "Effective Date"), and unless CONSULTANT is terminated for "cause", as described in Section 1.9 (a) below.

1.2. Extending Term. For purposes of extending the term of the relationship between the Company and Consultant, the parties agree to enter into good faith negotiations within thirty (30) days prior to the termination of this Agreement with the intention that this Agreement will be extended and/or modified per mutual agreement.

1.3. Responsibilities of Consultant. Consultant shall, during the Term of this Agreement, provide exclusive and full time consultation services to the Company and/or its subsidiaries. Responsibilities will include but are not limited to (1) transferring all of CONSULTANT's current and future solar-related accounts to SUNRISE and/or its subsidiaries and providing ongoing support services to those accounts, including all accounts and business activity currently being conducted by distributors in Europe and elsewhere; (2) securing new solar-related accounts to SUNRISE and/or its subsidiaries and providing ongoing support services to those accounts; (3) spearheading efforts to secure current and future patents, patents pending and provisional patents on behalf of the Company and/or its subsidiaries; (4) overseeing all marketing, advertising, and website/webstore activities; (5) securing and overseeing operations and distribution in Europe, the USA and internationally; and (6) any other duties concerning the solar-related marketing and operations of the Company as directed by the Company's Board or senior management. Consultant will also use his best efforts to cause other consultants and employees of the company to be subject to and abide by, all policies and procedures developed by the Board or senior management of the Company.

R.C. 

1.4 Independent Affiliate. Consultant will be considered an Independent Contractor and will be responsible for taxes and reporting for all consulting fees paid to him under this agreement.

1.5 Conduct. In all matters relating to the business of the Company, Consultant agrees to conduct himself in legal, professional and ethical manner at all times. Consultant agrees not to engage in any communications or conduct, included but not limited to: email, telephone or in public, which disparages or is derogatory of the Company, its officers, directors, staff, or any of its technology or products, during or after the term of this Agreement.

1.6 Compensation. For services rendered under this Agreement, Consultant shall receive cash compensation in the amount of Ten Thousand U.S Dollars (\$10,000) per month, payable @\$5,000 on the 1<sup>st</sup> and 15<sup>th</sup> of each month beginning January, 2011 or as soon thereafter as possible.

1.7 Expenses. CONSULTANT will be responsible for all personal and business expenses, including travel expenses, office expenses, and any equipment that will remain in CONSULTANT'S possession, such as phones, laptops, computers, etc.; in other words these will come out of and not be in addition to the aforementioned \$10,000 monthly compensation.

1.8 Additional Benefits to Consultant. All parties agree that after one year of successful completion of this Agreement, SUNRISE will be reorganized in such a way that CONSULTANT and/or his assigns will become a major shareholder of either (1) SUNRISE, or (2) an independent publicly traded company that is spun off from a SUNRISE subsidiary that has been established to carry on solar-related business for SUNRISE. The specific details of this reorganization will be discussed in person when CONSULTANT next comes to Orange County, CA and once agreed upon will added to this Agreement in a separate Addendum.

1.9 Termination.

(a) Termination. The Company may terminate this Consultant Agreement at any time if CONSULTANT (i) dies or becomes permanently disabled; (ii) is adjudicated guilty of illegal activities of consequence by a court of competent jurisdiction; (iii) commits any act of fraud or intentional misrepresentation; (iv) has, in the reasonable judgment of the Board, engaged in serious misconduct, which conduct has, or would if generally known, materially adversely affect the good will or reputation of the Company and which conduct the CONSULTANT has not cured or altered to the satisfaction of the Board within ten (10) days following notice by the Board to the CONSULTANT regarding such conduct; (v) breaches any of the provisions of this Agreement and which breach the CONSULTANT has not cured or altered to the satisfaction of the Board within ten (10) days following notice by the Board to the CONSULTANT regarding such breach; (vi) has made any material misrepresentation to the Company; or (vii) is deemed to be guilty of incompetence, inadequate performance, or insubordination as determined by the Company's Board of Directors.

(b) Termination by Consultant. CONSULTANT has the right to terminate this Agreement for any reason, upon 30 days prior written notice to the Company.

(c) Return of Records. In the event of any termination of this Agreement with the Company, CONSULTANT agrees to promptly deliver to the Company all equipment, computers, notebooks, documents, memoranda, reports, files, samples, correspondence, books, lists, or other written or graphic records, and the like, belonging to the Company and relating to the Company's business, which are or have been in CONSULTANT'S possession.

(d) Termination of Compensation. If this Agreement is terminated for any reason, all compensation to CONSULTANT shall cease effective the date of such termination.



1.10 Personal Contract. This Agreement represents a contract between Company and CONSULTANT only, and the rights and interests of the CONSULTANT hereunder may not be sold, transferred, assigned, pledged or hypothecated to any other individual or Agency except as otherwise expressly permitted by the provisions of this Agreement. The CONSULTANT shall not under any circumstances have any option or right to require payment hereunder otherwise than in accordance with the terms hereof. Except as otherwise expressly provided herein, the CONSULTANT shall not have any power of anticipation, alienation, or assignment of payments contemplated hereunder, and all rights and benefits of the CONSULTANT shall be for the sole personal benefit of the CONSULTANT, and no other person shall acquire any right, title or interest hereunder by reason of any sale, assignment, transfer, claim or judgment or bankruptcy proceedings against the CONSULTANT; provided, however, that in the event of the CONSULTANT's death, the CONSULTANT's estate, legal representative or beneficiaries (as the case may be) shall have the right to receive all of the benefit that accrued to the CONSULTANT pursuant to, and in accordance with, the terms of this Agreement.

1.11 Assignment. If a change of ownership of Company should occur, this Agreement will be automatically assigned to any successor of substantially all of Company's business or assets, and any such successor shall be bound by all of the provisions hereof.

## **ARTICLE II FUNDING**

- 2.1 (a) SUNRISE will provide its best efforts to fund this project in such a way that it can achieve optimal growth as quickly as possible.
- (b) It is understood and agreed that SUNRISE has a liquid market of shares currently trading on the Pink Sheets and that the every day trading and circulation of these shares will not generate revenues for this project. However, SUNRISE does agree to authorize and issue additional shares to be sold to 504 investors or other cash-paying investors, and this project will receive funding from these transactions.
- (c) An initial \$50,000 monthly budget will be established for this project as follows:
- \$10,000 for Marketing, advertising and the website/web store
  - \$10,000 to secure deals with top brands (licensing). (Includes designs, product samples and fees.)
  - \$5,000 for R&D and the securing of International Patents (IP). All IPs secured will be property of SUNRISE, with the goal to file at least one new provisional patent each month. It is understood that CONSULTANT will do all the leg work until products are up to 75% done, and this last amount of funding will be used to get the products finished and protected.
  - \$15,000 for purchase of solar cells, cables, chips and other materials to produce the company's products.
  - \$10,000 for CONSULTANT's fees (see Item 1.6 above)

## **ARTICLE III TRANSFER AND OWNERSHIP OF CONTRACTS AND PATENTS**

### 3.1 Transfer of Contracts

CONSULTANT and/or PATENT HOLDER attest that they jointly or individually control and/or are in the process of finalizing a number of the marketing contracts for production or sale of solar-related products. CONSULTANT and/or PATENT HOLDER agree that all current and existing contracts of this nature will be

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transferred to SUNRISE upon execution of this Agreement, and further agree that any and all future solar-related contracts that they procure throughout the duration of this Agreement will be procured on behalf of the Company.

3.2 Upon execution of this Agreement all present and future solar-related patents, provisional patents, and patents pending currently held or contemplated by CONSULTANT and/or PATENT HOLDER shall be transferred to and owned by SUNRISE. SUNRISE will file and pay for future costs to finalize these patents. These include, but are not limited to, the following:

(a) Upon execution of this Agreement, Provisional Patent # 61/210,929 (Date confirmed by Patent and Trademark Office 12/06/2009) currently in the name of NATALIE CHALAY and a separate Patent Pending on the "solar panels incorporated in the straps of a backpack" will be transferred to SUNRISE..

(b) At least three additional products are currently ready for applications for Provisional Patents. SUNRISE will begin the application for these patents immediately upon execution of this Agreement. These and all future patents, provisional patents, and patents pending used or contemplated for use in the natural course of business by SUNRISE and/or its subsidiaries shall be owned by SUNRISE.

(c) In the event the solar business is spun off as a independent publicly-traded company, (as described in Section 1.8.2 above), all the aforementioned patents will be transferred back to their original owners, unless all parties agree otherwise.

#### **ARTICLE IV** **REPRESENTATIONS AND WARRANTIES OF SUNRISE**

SUNRISE represents and warrants as follows:

4.1. **Approval.** SUNRISE has all necessary corporate power and is duly authorized to take all actions specified in this Agreement. SUNRISE has taken all actions necessary to authorize and approve all items contemplated in this Agreement.

4.2. **Prohibitions of Transactions.** SUNRISE is not presently a party to or subject to or bound by any agreement or any judgment, order, writ, injunction or decree of any court or any governmental body which contains any provision which would or could operate to prevent the carrying out of this Agreement or the transactions contemplated hereby. There are no actions, suits, proceedings at law or in equity by any person or entity, or any arbitration or administrative proceeding or other proceeding pending or threatened, which could prevent consummation of the transactions contemplated by this Agreement.

#### **ARTICLE V** **REPRESENTATIONS AND WARRANTIES OF CONSULTANT AND PATENT HOLDER**

5.1. **Authority of CONSULTANT and PATENT HOLDER.** CONSULTANT and PATENT HOLDER jointly and individually represent and warrant to SUNRISE that each and both have full and unrestricted legal right, power and authority to enter into this Agreement, and to sell, assign, transfer, and deliver to SUNRISE valid, lawful and marketable title to all ownership interests to be sold, assigned and transferred by CONSULTANT and PATENT HOLDER. CONSULTANT and PATENT HOLDER jointly and individually represent that neither the execution and delivery of this Agreement nor any other agreements contemplated hereby nor the consummation of the transactions contemplated hereby will conflict with or result in any violation of, or result in default or loss of a benefit under, or permit the acceleration of any obligation under, any judgment, order, decree, mortgage, contract, agreement, deed of trust, indenture, lease or other instrument or any federal, state or local statute, law, ordinance, rule, or regulation applicable to CONSULTANT and/or PATENT HOLDER or any of their assets, properties or businesses.

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5.2. Prohibitions of Transactions. CONSULTANT and PATENT HOLDER jointly and individually represent and warrant to SUNRISE that neither CONSULTANT nor PATENT HOLDER is presently a party to or subject to nor bound by any agreement or any judgment, order, writ, injunction or decree of any court or any governmental body which contains any provision which would or could operate to prevent the carrying out of this Agreement or the transactions contemplated hereby. There are no actions, suits, proceedings at law or in equity by any person or entity, or any arbitration or administrative proceeding or other proceeding pending or threatened, which could prevent consummation of the transactions contemplated by this Agreement other than listed herein.

5.3. Patents, Trade Names, Trademarks and Copyrights. CONSULTANT and/or PATENT HOLDER own and/or have the right to use, free and clear of any claims or rights of all others, all patents, trademarks, service marks, trade names, recipes, trade secrets and customer lists which either and both are currently using and/or intend to transfer to SUNRISE. All debts and liabilities presently owed by CONSULTANT and/or PATENT HOLDER relating to patents, trademarks, service marks, trade names, lab manuals, know-how, unpatented technology, trade secrets and customer lists shall remain the sole responsibility of CONSULTANT and/or PATENT HOLDER, as well as any debts and liabilities incurred in their regard after the execution of this Agreement.

5.4. Contracts. Neither CONSULTANT nor PATENT HOLDER is a party to or subject to:

- (a) any contract containing covenants limiting their freedom to compete in any line of business or with any person or entity;
- (b) any license agreement (as licensor or licensee) other than those used in the normal course of business;
- (c) any other material contract not entered into in the ordinary course of business.

5.5. Litigation. There are no legal, administrative, arbitration or other proceeding or governmental investigations pending or threatened against CONSULTANT and/or PATENT HOLDER that would in any way interfere with the current or future business of SUNRISE.

5.6. Transactions with Interested Persons. Neither CONSULTANT nor PATENT HOLDER directly or indirectly own any material interest in, or serves as an officer or director of, any customer, competitor or supplier of SUNRISE or any organization which may have a material conflict of interest with SUNRISE.

5.7. CONSULTANT'S and PATENT HOLDER'S Familiarity With SUNRISE. CONSULTANT and PATENT HOLDER represent that they have been afforded an opportunity to review all information, books and records, including accounting and financial records, of SUNRISE, as well as the opportunity to ask questions of SUNRISE's accountants, and are making an informed independent investment decision. CONSULTANT and PATENT HOLDER are familiar with SUNRISE its operations, and current assets and liabilities. CONSULTANT and PATENT HOLDER further represent that they have made its own independent investigation of SUNRISE and is not relying upon any representations of share worth, potential profitability or similar representations of SUNRISE.

## **ARTICLE VI** **DELIVERABLES**

6.1 Closing Documents. PATENT HOLDER and CONSULTANT shall deliver to SUNRISE prior to closing, (1) complete descriptions of any and all existing paperwork related to all completed and contemplated contracts between PATENT HOLDER and/or CONSULTANT and any third parties re: solar products; and (2) complete descriptions of and all existing paperwork related to all current and future patents, patents pending, and provisional patents pertaining in any way to the solar industry, solar business and solar products. PATENT HOLDER

and CONSULTANT will continue to provide future documents of these sorts in the future as soon as they become available and will not apply for, acquire, or take possession of any future patents, patents pending, and provisional patents pertaining in any way to the solar industry, solar business and solar products unless done so in conjunction with and on behalf of SUNRISE.

6.2 Deliverables After Closing. As soon as possible and no later than 30 working days following the execution of this Agreement, CONSULTANT and/or PATENT HOLDER will provide the following documents and complete the following tasks, to be submitted as each becomes available):

- (a) Provide confirmation that the product operates as represented and that the necessary patent applications and proof of ownership are in place. This will be accomplished by:
  - (1) Providing copies of the patent application
  - (2) Providing confirmation of the ownership of the patent
  - (3) Providing confirmation that there are no liens of any kind that would interfere with moving forward, including confirmation that the judgments in place against the current owner do not include any encumbrance on the product.
  - (4) Providing a working prototype of the current product(s) to insure that the product operates as indicated.
  - (5) Entering into a separate formal written agreement for the ownership transfer of the product(s).
  - (6) Entering into separate formal written agreement(s) for the ownership transfer of all contracts in place or under consideration.
- (b) Provide confirmation from the proposed manufacturer in China that they are capable and willing to manufacture the product. In addition, establish a FOB price to a U.S. port, including the capital that will be required to get the first order started (front money) as well as any import fees or taxes that may be hiding.
- (c) Provide confirmation from key companies including Apple, Disney, T-Mobile, Amazon, etc. of their interest in entering into contracts for the sale of the product, and where applicable, provide confirmation or denial that SUNRISE will retain the ability to market the product through any third parties we wish to contact. (Examples: Do we have the option to utilize a back channel to independently sell to Costco? Must we go through the existing framework of distributors for companies such as Disney?)
- (d) Provide a detailed budgetary breakdown of wholesale costs of manufacture, FOB costs, marketing and distribution costs, etc., as well as quantity pricing, and possibilities for factoring. Also provide the turn-around time for payment of the invoices once the item has shipped. (Rationale: Considering the FOB price along with all additional costs, show how the product(s) can be priced in the market place in such a way that will allow for SUNRISE to deliver the product at a profit. Work out the numbers in regard to wholesale costs of manufacture and shipping as well as the wholesale and retail profits to show the viability of the project, the optimal size of the orders, and whether factoring is a viable option for larger orders. In addition, from the time of shipping, what will be the turn-around time for payment of invoices.

#### ARTICLE VII

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## COVENANTS

7.1 Waiver of Rights. Except as set forth herein, the Parties hereto further agree, covenant, represent and warrant that they intend to and do hereby waive and relinquish any and all rights and benefits conferred on them by any statutory or decisional authorities which would otherwise preclude release of unknown claims.

7.2 Confidentiality. CONSULTANT and PATENT HOLDER acknowledge that the nature of this Agreement with SUNRISE is such that they may have access to information of a confidential and/or trade secret nature which has great value to the SUNRISE and which constitutes a substantial basis and foundation upon which the business of the Company is based. Such information includes financial, manufacturing and marketing data, techniques, processes, formulas, developmental or experimental work, work in process, methods, trade secrets (including, without limitation, customer lists and lists of customer sources), or any other secret or confidential information relating to the products, services, customers, sales or business affairs of the SUNRISE or any of its affiliates (the "Confidential Information"). CONSULTANT and PATENT HOLDER shall keep all such Confidential Information in confidence during the term of this Agreement and at any time thereafter and shall not disclose any of such Confidential Information to any other person, except to the extent such disclosure is (i) required by applicable law, (ii) lawfully obtainable from other sources, or (iii) authorized in writing by the Company. Upon termination of his Agreement and all extensions thereof Consultant shall deliver to the Company all documents, records, notebooks, work papers, and all similar material containing any of the foregoing information, whether prepared by Consultant, the Company or anyone else.

7.3 Noncompetition Provisions. During the term of this Agreement, and for a period of two years after the termination of this Agreement or any extension thereof (the "Noncompete Term"), neither CONSULTANT nor PATENT HOLDER shall engage in or have any interest in, any business that competes with the business of SUNRISE without express prior written approval from SUNRISE.

7.4 Non-Circumvention. SUNRISE and/or its subsidiaries may from time to time introduce existing contacts, vendors, funding sources, sales affiliates or other business contacts (collectively, the "Contact" or "Source") to CONSULTANT and/or PATENT HOLDER for the purpose of exploring ongoing or future business relationships with CONSULTANT and/or PATENT HOLDER and/or the Company, its subsidiaries or its vendors. CONSULTANT and PATENT HOLDER hereby covenant not to circumvent the Company, either directly or indirectly, with respect to any Contact/Source introduced to the Consultant by the Company, its subsidiaries or its vendors.

7.5 Non-Solicitation of Customers. CONSULTANT and PATENT HOLDER each agree that for a period of two years after the termination of this Agreement and all extensions thereof, CONSULTANT and/or PATENT HOLDER will not, on behalf of any other individual, association or entity, call on any of the customers of SUNRISE or its subsidiaries for the purpose of soliciting or inducing any of such customers to acquire (or providing to any of such customers) any product or service for any person or entity other than SUNRISE or its subsidiaries, nor will CONSULTANT or PATENT HOLDER in any way, directly or indirectly, as agent or otherwise, in any other manner solicit, influence or encourage such customers to take away or to divert or direct their business to other person or entity other than SUNRISE or its subsidiaries.

7.6 Non-Disparagement. CONSULTANT and PATENT HOLDER each agree not to not engage in any conduct or communications, included but not limited to: email, telephone or in public, which disparages or is derogatory of SUNRISE or the its subsidiaries, their officers, directors, staff, or any of their technology or products, during or after the term of this Agreement.

7.7 Remedies. CONSULTANT and PATENT HOLDER each hereby recognizes and acknowledges that irreparable injury or damage may result to SUNRISE or its subsidiaries in the event of a breach or threatened breach

by CONSULTANT or PATENT HOLDER of any of the terms or provisions of this Section 6, and CONSULTANT and PATENT HOLDER each therefore agrees that SUNRISE shall be entitled to an injunction restraining Consultant from engaging in any activity constituting such breach or threatened breach. Nothing contained herein shall be construed as prohibiting SUNRISE from pursuing any other remedies available to SUNRISE at law or equity for such breach or threatened breach, including, but not limited to, the recovery of damages from Consultant and the termination of this Consulting Agreement.

7.8 Scope. If, at the time of enforcement of Section 6.2, a court of competent jurisdiction shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area.

#### **ARTICLE VIII INDEMNIFICATION**

8.1 Mutual Indemnification. Each party agrees to indemnify, defend and hold harmless the other party from and against any and all claims, demands, expenses (including reasonable attorney fees) or assertions of any kind arising out of or in any way connected with (a) any alleged act, failure to act, omission, or misrepresentation by the indemnifying party, its officers, directors, employees or agents; or (b) any breach by the indemnifying party of any of the terms, conditions, warranties or representations contained in this Agreement, or in any other instrument executed by the indemnifying party in connection with this Agreement.

#### **ARTICLE IX MISCELLANEOUS**

9.1. Survival of Representations and Warranties. The representations, warranties, covenants and agreements set forth in this Agreement or in any writing delivered to any SUNRISE, CONSULTANT, OR PATENT HOLDER in connection with this Agreement will survive the Closing Date and the consummation of the transactions contemplated hereby.

9.2. Governing Law. Each of the provisions of this Agreement shall be enforceable independent of any other provision and independent of any other claim or cause of action. In the event of any dispute arising under the terms of this Agreement, the parties hereto agree that the jurisdiction shall remain with the State of California, County of Orange and the laws thereof will govern its interpretation, validity and effect of this Agreement without regard to the place of its execution or place of performance. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be determined through arbitration administered pursuant to the rules of the American Arbitration Association and the judgment on the award rendered therein may be entered in any court having jurisdiction thereof. Each party shall initially be responsible for its own attorney fees, costs and expenses of arbitration. The Arbitrator may include, in the award, an assessment of expenses of arbitration and the costs thereof with an award of reasonable attorney fees to the prevailing party.

9.3. Failure to Comply with Section 368 IRS Tax Code: In the event that this Agreement fails to meet the requirements of Section 368 of the Internal Revenue Code pertaining to a tax free transaction, the parties agree to modify or change portions of this Agreement in order to comply with the requirements of Section 368.

9.4. Entire Agreement. This Agreement, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly provided for

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herein. This Agreement supersedes all prior agreements and undertakings between the parties with respect to such subject matter. No waiver and no modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.

9.5. Severability of Invalid Provision. If any one or more covenants or agreements provided in this Agreement should be contrary to law, then such covenant or covenants, agreement or agreements shall be null and void and shall in no way affect the validity of the other provisions of this Agreement.

9.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and except as noted otherwise in this document, no other person or entity shall acquire or have any right under or by virtue of this Agreement.

9.7. Section Headings. Section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of the provisions hereof.

9.8. Counterparts. This Agreement may be executed in one or more counterparts, and shall become effective when one or more counterparts have been signed by each of the parties.

9.9. Waiver. Waiver by any party hereunder of any breach of or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

9.10. Non-exclusivity. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive and shall be in addition to any and all other rights, remedies, powers and privileges granted by law, rule, regulation or instrument.

9.11. Notices. All notices, requests, consents and other communications required or permitted hereunder must be in writing and must be personally delivered, mailed first-class postage prepaid, registered or certified mail, or delivered by a nationally recognized overnight courier.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the dates given below.

SUNRISE CONSULTING GROUP, INC.

By: Raymond Chin 12/12/10  
Raymond Chin, CEO Date

CONSULTANT

By: Gert Chalay  
Gert Chalay, an individual 12/12/10 Date

PATENT HOLDER

By: Natalie Chalay 12/12/10  
Natalie Chalay, an individual Date

**Exhibit C**

**Articles of Incorporation of Koala Capital Corporation, Inc.**



**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

DEC 30 1993  
12/30/93  
C. LAU SECRETARY OF STATE  
*C. Lau*

**ARTICLES OF INCORPORATION**  
**OF**  
**KOALA CAPITAL CORPORATION**

*200890*  
*lf*

Know all men by these presents:

That I, the undersigned, acting as incorporator for the purpose of forming a corporation under and pursuant to the provisions of Nevada Revised Statutes 78.010 to Nevada Revised Statutes 78.090 inclusive, as amended, and certify that:

**ARTICLE I**

The name of this corporation is **KOALA CAPITAL CORPORATION**.

The name and post office address of the incorporator signing the Articles of Incorporation is: Krista Castleton, 3760 So. Highland Drive, Suite 300, Salt Lake City, Utah, 84106. The name and address of the first member of the First Board of Directors is: Krista Castleton, 3760 So. Highland Drive, Suite 300, Salt Lake City, Utah, 84106.

**ARTICLE II**

The Resident Agent of this corporation in Nevada shall be Nevada Corporate Services located at 1800 E. Sahara, Suite 107, Las Vegas, Clark County, Nevada, 89104. Offices for the transaction of any business of the Corporation, and where meetings of the Board of Directors and of Stockholders may be held, may be established and maintained in any other part of the State of Nevada, or in any other state, territory or possession of the United States of America, or in any foreign country as the Board of Directors may, from time to time determine.

**ARTICLE III**

The nature of the business and the objects and purpose proposed to be transacted, promoted or carried on by the Corporation is to conduct any lawful activity in accordance with the Laws of the State of Nevada and

the United States of America, including but not limited to inventing, developing, marketing, and otherwise exploiting high technology electronic communication systems, both hardware and software components, particularly systems utilizing security coding and protective transmitting and receiving.

To do each and everything necessary, suitable or proper for the accomplishment of any of the foregoing purposes or the attainment of any one or more of the subjects hereinabove enumerated, or which may at any time appear conducive to or expedient for the protection or benefit of this Corporation, and to do such acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees, or otherwise, either alone or in conjunction with any other person, association or corporation. The period of duration of this Corporation is perpetual.

The foregoing clauses shall be construed as powers as well as objects and purposes and the matters expressed in each clause shall, unless herein otherwise expressly provided, be in no wise limited by reference to or inference from the terms of any other clause shall be regarded as independent objects, purposes and powers and the enumeration of specific objects, purposes and powers shall not be construed to limit or restrict in any manner the meaning of the general terms or the general powers of the Corporation nor shall the expression of one thing be deemed to exclude another not expressed although it be of like nature.

#### ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is 100,000,000 shares, having a par value of \$0.001 (one mill) per share. The stock shall be designated as Class "A" voting common stock and shall have the same rights and preferences. The stock of the Corporation shall be nonassessable. Fully paid stock of this Corporation shall not be liable for any further call or assessment. The total capitalization of the Corporation shall be \$100,000. The shares of Class "A" common stock shall not be divided into classes and may not be issued in series.

#### ARTICLE V

No stockholder of the Corporation shall, because of his ownership of stock, have a pre-emptive or other

right to purchase, subscribe for or take part of any of the notes, debentures, bonds or other securities convertible into or carrying options for warrants to purchase stock of the Corporation issued, optioned or sold by it after its incorporation, except as may be otherwise stated in these Article of Incorporation. Any part of the capital stock and any part of the notes, debentures, bonds, or other securities convertible into or carrying options or warranties to purchase stock of the Corporation authorized by these Articles of Incorporation or by an amended certificate duly filed may at any time be issued, optioned for sale and sold or disposed of by the Corporation pursuant to the resolution of its Board of Directors to such persons and upon such terms as may to such Board of Directors seem proper, without first offering such stock or securities or any part thereof to existing stockholders, except as required in Article IV of these Articles of Incorporation.

#### ARTICLE VI

Each outstanding share of the class "A" common stock of the Corporation shall be entitled to one vote on each matter submitted to a vote at a meeting of the stockholders. Each shareholder shall be entitled to vote his or its shares in person or by proxy, executed in writing by such shareholder or by its duly authorized attorney in fact. At each election for directors, every shareholder entitled to vote at such election shall have the right to vote in person or by proxy, the number of shares owned by him or it for as many persons as there are directors to be elected and for whose election he or it has the right to vote, but the shareholder shall have no right, whatsoever, to accumulate his or its votes with regard to such election.

#### ARTICLE VII

The members of the governing board of this corporation shall be called directors. The Board of Directors shall consist of at least one (1) person. The number of directors of this corporation may, from time to time, be increased or decreased by an amendment to the By-Laws in that regard and without the necessity of amending the Articles of Incorporation. A majority of the Directors in office, present at any meeting of the Board of Directors, duly called, whether regular or special, shall always constitute a quorum for the transaction of business, unless the By-Laws otherwise provide. Directors need not be residents of the State of Nevada or

stockholders of the Corporation.

#### ARTICLE VIII

This Corporation shall have a president, a secretary, a treasurer, and a resident agent, to be chosen by the Board of Directors, any person may hold two or more offices.

#### ARTICLE IX

The capital stock of the Corporation, after the fixed consideration thereof has been paid or performed, shall not be subject to assessment, and the individual stockholders of this Corporation shall not be individually liable for the debts and liabilities of the Corporation, and the Articles of Incorporation shall never be amended as to the aforesaid provisions.

#### ARTICLE X

The Board of Directors is expressly authorized: (subject to the By-Laws, if any, adopted by the Stockholders)

- 1) To make, alter or amend the By-Laws of the Corporation.
- 2) To fix the amount in cash or otherwise to be reserved as working capital.
- 3) To authorize and cause to be executed mortgages and liens upon the property and franchises of the Corporation.
- 4) To by resolution or resolutions passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation, which, to the extent provided in the resolution or resolutions or in the By-Laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers on which the Corporation desires to place a seal. Such committee or committees shall have such name or names as may be stated in the ByLaws of the Corporation or as may be determined from time to time by resolution adopted by the Board of

Directors.

5) To sell, lease or exchange all of its property and assets, including its goodwill and its corporate franchises, upon such terms and conditions as the board deems expedient and for the best interests of the Corporation, when and as authorized by the affirmative vote of the stockholders holding stock in the Corporation entitling them to exercise at least a majority of the voting power given at a stockholders meeting called for that purpose.

#### **ARTICLE XI**

In the absence of fraud, no contract or other transaction of the Corporation shall be affected by the fact that any of the Directors are in any way interested in, or connected with, any other party to such contract or transaction, or are themselves, parties to such contract or transaction, provided that this interest in any such contract or transaction of any such director shall at any time be fully disclosed or otherwise known to the Board of Directors, and each and every person who may become a director of the Corporation is hereby relieved of any liability that might otherwise exist from contracting with the Corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested.

#### **ARTICLE XII**

No director or officer of the Corporation shall be personally liable to the Corporation or any of its stockholders for damages for breach of fiduciary duty as a director or officer involving any act or omission of any such director or officer provided, however, that the foregoing provision shall not eliminate or limit the liability of a director or officer for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Corporation for acts or omissions prior to such repeal or modification.

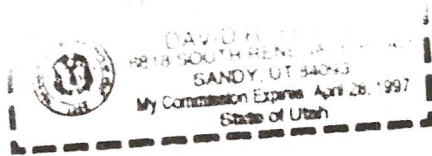
I, the undersigned, being the incorporator hereinbefore named for the purpose of forming a corporation pursuant to the general corporation law of the State of Nevada, do make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand.

\_\_\_\_\_  
*[Signature]*

State of Utah            )  
                                      )ss  
County of Salt Lake)

On December 29, 1993 personally appeared before me, the undersigned, a Notary Public, Krista Castleton, known to me the person whose name is subscribed to the foregoing document and acknowledged to me that she executed the same.

\_\_\_\_\_  
*David Kyeaman*  
Notary Public



RECEIVED  
DEC 30 1993

SECRETARY OF STATE

**Exhibit D**

**Articles of Merger of Koala Capital Corporation filed with the Nevada Secretary of  
State on August 28, 1995**

C05838

**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

**ARTICLES OF MERGER**

**OF**

**KOALA CAPITAL CORPORATION**

**AUG 28 1995**

No. 1757893  
*Dean Heller*  
DEAN HELLER, SECRETARY OF STATE

As provided for under Nevada Revised Statute Section 78.458, Koala Capital Corporation, a Nevada corporation, as the surviving corporation of the planned merger herein submits to the Secretary of State the following ARTICLES OF MERGER as acknowledged by the President and the Secretary of the corporation.

1. Koala Corporation, a Utah corporation, is located at 3760 So. Highland Drive, Suite 300, Salt Lake City, Utah 84106 and is being merged into and survived by Koala Capital Corporation, a Nevada corporation, as the acquiring corporation with its registered place of business at 1800 E. Sahara, Suite 107, Las Vegas, Nevada 89104.

2. The plan of merger has been adopted by the board of directors of each corporation.

3. Approval by the stockholders of the Nevada corporation was not required as set forth in Section 78.454 inasmuch as the shares and rights of the stockholders of the Nevada corporation will not change.

4. Approval by the stockholders of the Utah corporation was required, and after approval by the board of directors, the plan was submitted to the stockholders at a special meeting on December 30, 1993, with the voting as follows: At the time of the meeting there were 1,000,000 shares outstanding and entitled to vote, 966,900 shares were present in person or by proxy and that 966,900 shares voted in favor of the plan and no shares voted against the plan.

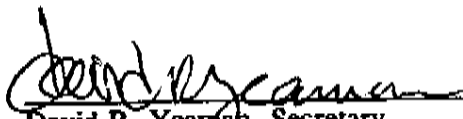
5. There are no amendments to the Articles of Incorporation of the surviving corporation.

6. A copy of the Plan of Merger is attached.




We, the undersigned, being the President and the Secretary, do make and file these Articles of Merger, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set our hand.

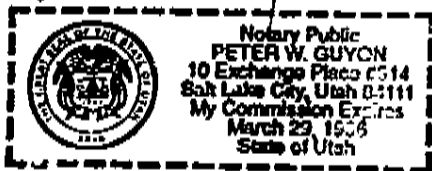
  
Krista Castleton, President

  
David R. Yeaman, Secretary

STATE OF UTAH )  
  : ss  
County of Salt Lake)

On this 30th day of December, 1993, before me, a notary public, personally appeared Krista Castleton and David R. Yeaman, known to me to be the persons whose names are subscribed to the within document, and acknowledge that they executed the same.

  
Notary Public



RECEIVED

AUG 28 1995

Secretary of State

**PLAN OF MERGER**  
**OF**  
**KOALA CAPITAL CORPORATION**

**SUBJECT TO THE NEVADA REVISED STATUTES SECTION 78.451 THE  
NEVADA CORPORATION HEREIN SUBMITS ITS PLAN OF MERGER AS APPROVED  
BY THE BOARD OF DIRECTORS AND A MAJORITY OF THE STOCKHOLDERS.**

**1. NAME:**

It is the intent of Koala Corporation, incorporated in the State of Utah, to merge into and to be survived by the Nevada corporation, a corporation organized under the laws of the State of Nevada, and to hence forth be known and on record as Koala Capital Corporation.

**2. TERMS AND CONDITIONS:**

The terms and conditions of the merger, as negotiated by the board of directors and approved by the majority of the stockholders, is as follows:

(a) That Koala Corporation, a Utah corporation, merge into and be survived by Koala Capital Corporation, the Nevada corporation, and that the stockholders of the Utah corporation will now hold the same number of shares in the Nevada corporation with identical designations, preferences, limitations, and relative rights after the merger.

(b) That the stockholders in Koala Corporation, a Utah corporation, will receive one share of Koala Capital Corporation, the Nevada corporation, in exchange for one share of the Utah corporation.

(c) Merger of the Utah corporation into the Nevada corporation is permissible under Utah law Section 16-10A-1107(1)(a).

(d) Subject to NRS Section 78.454, approval by the stockholders of the Nevada corporation, is not required for the merger, inasmuch as the articles of incorporation of the Nevada corporation will not differ from its articles before the merger.

(e) Each stockholder in the Nevada corporation, whose shares were outstanding immediately before the effective date of the merger, will hold the same number of shares with identical designations, preferences, limitations, and relative rights immediately after the merger.

(f) The number of voting shares outstanding immediately after the merger, plus the number of voting shares issuable as a result of the merger do not exceed more than twenty percent (20%) of the total number of voting shares outstanding immediately before the merger.

(g) The number of participating shares outstanding immediately after the merger, plus the number of participating shares issuable as a result of the merger do not exceed more than twenty percent (20%) of the total number of participating shares outstanding immediately before the merger.

**KOALA CORPORATION (Utah)**

  
\_\_\_\_\_  
President

**KOALA CAPITAL CORPORATION (Nevada)**

  
\_\_\_\_\_  
President

**Exhibit E**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on October 28, 1996**

10-11-96  
10:58am

**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

**CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION**

(After Issuance of Stock)

Filed by:

KOALA CAPITAL CORPORATION

Name of Corporation

OCT 28 1996

No. C 17578-93 We the undersigned Mark Colacurcio - Sole Officer & Director and  
President or Vice President

Dean Heller of Koala Capital Corporation  
Secretary or Assistant Secretary Name of Corporation

do hereby certify:

That the Board of Directors of said corporation at a meeting duly convened, held on the 10th day of October 19 96 adopted a resolution to amend the original articles as follows:

Article \_\_\_\_\_ is hereby amended to read as follows:

The name of the corporation is "Sterling Worldwide Corporation"

The number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is 1,100,000; that the said change(s) and amendment have been consented to and approved by a majority vote of the stockholders holding at least a majority of each class of stock outstanding and entitled to vote thereon.

Mark Colacurcio  
President or Vice President

Secretary or Assistant Secretary

State of Florida  
County of Polk Beach } ss.

On OCTOBER 28, 1996, personally appeared before me, a Notary Public,

MARK COLACURCIO who acknowledged

Name of Person Appearing and Signing Document

and they executed the above instrument. - Personally Known.



JANNA A. REARDON  
NOTARY PUBLIC  
COMMISSION EXPIRES  
MARCH 11, 1997

J. A. Reardon  
Signature of Notary

RECEIVED

OCT 28 1996

SECRETARY OF STATE

**Exhibit F**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on June 30, 1997**

4/18/97 9:42

#75

FILED  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

**CERTIFICATE OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION  
OF  
STERLING WORLDWIDE CORPORATION**

JUN 30 1997  
No. C-17578-93

*Dean Heller*  
DEAN HELLER, SECRETARY OF STATE

The Undersigned, constituting the President and Secretary of Sterling Worldwide Corporation, hereby certify that pursuant to the provisions of the Nevada Corporations Code the following action was taken:

A. That Board of Directors of said corporation, pursuant to a Unanimous Consent in Lieu of a Special meeting of the Board, dated April 15, 1997, adopted a resolution to reverse split the issued and outstanding shares of common stock on a 1 for 4 basis, such that the shares issued and outstanding after the reverse were 3,000,000.

B. That a shareholder holding the majority vote of the Company executed a Shareholder Consent authorizing the reverse split of the Company's common shares.

Dated this 16 the day of April, 1997.

*Mark Colacurcio*  
Mark Colacurcio, President

*Mark Colacurcio*  
Mark Colacurcio, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 28<sup>th</sup> day of May, 1997  
by MARK COLACURCIO

*JoAnn A. McIntosh*  
JOANN A. MCINTOSH NOTARY PUBLIC-STATE OF FL.

PERSONALLY KNOWN



JoAnn A. McIntosh  
MY COMMISSION # 00220215 EXPIRES  
March 11, 2001  
BONDED TRULY TRUST FARM INSURANCE, INC.

**Exhibit G**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on May 7, 1998**



**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

C17578-93



MAY 07 1998  
C17578-93  
**CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION**

*Dean Heller*  
DEAN HELLER, SECRETARY OF STATE

(After Insurance of Stock)

**Sterling Worldwide Corporation**

We the undersigned, President and Secretary of Sterling Worldwide Corporation do hereby certify:

That the Board of Directors of said coporation at a meeting duly convened held March 24, 1998 adopted a resolution to amend the Original Articles of Incorporation.

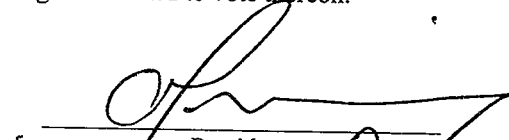
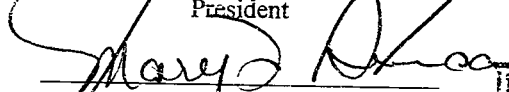
**ARTICLE IV**

That the authorized share capital shall be increased from 100,000 shares of common stock to 500,000,000 shares of common stock at \$.001 par value.

The Company shall have 10,000,000 shares of Class A Preferred Stock of \$0.01 per share par value. The Class A Preferred shall have superiority voting rights equal to 100,000 votes per share, and furthermore that the holders of the Class A shares have the right to elect the majority of the Directors to the Board of the Company.

The Company shall have 490,000,000 shares of Class B Preferred which shares shall be non-voting and have a par value of \$.001 per share and which shall be convertible into one share of common stock at a conversion rate of ten shares of common stock for each Preferred share surrendered.

The number of shares outstanding and entitled to vote an amendment of the Articles of Incorporation is 83,307,326 that the said change(s) and amendment have been consented to and approved by a majority of each class of stock outstanding and entitled to vote thereon.

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

**REGISTERED**  
MAY 07 1998

**ACKNOWLEDGEMENT**

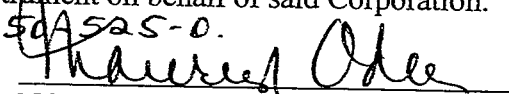
STATE OF FLORIDA

COUNTY OF PALM BEACH

\_\_\_\_\_  
SECRETARY OF STATE

On April 23, 1998 personally appeared before me, a Notary Public, MARY DUNCAN who acknowledge he/she executed the above instrument on behalf of said Corporation.

FLA. DR. LIC AS I.D. #D525-586-504525-0.

  
\_\_\_\_\_  
NOTARY PUBLIC

OFFICIAL NOTARY SEAL  
MAUREEN A ODLE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC534004  
MY COMMISSION EXP. MAR. 14 2000

**Exhibit H**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on November 30, 1999**

\$175 afw

017578-93

**FILED # CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION**  
(After issuance of Stock)

NOV 30 1999

**STERLING WORLDWIDE CORPORATION**  
Name of Corporation

IN THE OFFICE OF  
*Dean Hill*  
DEAN HILLER SECRETARY OF STATE

We the undersigned **Anne ME Greyling - Officer and Director /President**  
and **Mary Duncan Secretary of STERLING WORLDWIDE CORPORATION**  
do hereby certify,

That the board of directors of said corporation at a meeting duly convened, held on the 4<sup>th</sup> of October, 1999, adopted a resolution to amend the original articles as follows:

Article I is hereby amended to read as follows:

"The Name of this Corporation is, Sun Quest Holdings, Inc.

The number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is the shareholder of record of 10 Million Shares of Series A. Preferred Stock that the said change(s) and amendment have been consented to and approved by a majority vote of the stockholders holding at least a majority of stock outstanding and entitled to vote thereon

By: *[Signature]*  
Anne ME Greyling/President

By: *[Signature]*  
Mary Duncan/Secretary

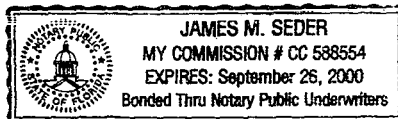
State of FLORIDA

County of PALM BEACH

On NOVEMBER 17, 1999, personally known to me, a Notary Public,

MARY DUNCAN, who acknowledge that they executed the above instrument.

*[Signature]*  
Signature of Notary



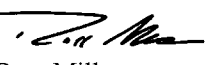
**Exhibit I**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on May 29, 2007**



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

**Certificate of Amendment**  
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of 	Document Number <b>20070365945-01</b>
Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>05/29/2007 9:10 AM</b>
	Entity Number <b>C17578-1993</b>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
**(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)**

1. Name of corporation:

Sun Quest Holdings, Inc.

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

Article IV-

The Company shall cancel the 10,000,000 shares of Series A Preferred Stock of .01 par value.

the Company shall have 490,000,000 shares of Series B Preferred stock of \$0.001 par value. The Series B Preferred shall have superiority voting rights equal to 100,000 votes per share, and furthermore that the majority holder of the Series B Preferred shares shall have the right to elect the majority of the Directors to the Board of the Company and to amend the articles of the Company.

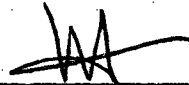
The undersigned officers have been authorized to execute this certificate by resolution and unanimous consent of the the Board of Directors.

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

4. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

5. Officer Signature (Required):

X 

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

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

This form must be accompanied by appropriate fees.

**CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION**

(After Issuance of Stock)

**Sun Quest Holdings, Inc.**

We, the undersigned President and Secretary of Sun Quest Holdings, Inc. do hereby certify:

That the Board of Directors of said corporation at a meeting duly convened, held May 25, 2007, adopted a resolution to amend the Original Articles of Incorporation.

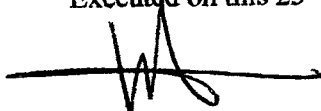
**Article IV**

The Company shall cancel the 10,000,000 shares of Series A Preferred Stock of .01 par value.

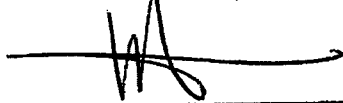
The Company shall have 490,000,000 shares of Series B Preferred stock of \$0.001 par value. The Series B Preferred shall have superiority voting rights equal to 100,000 votes per share, and furthermore that the majority holder of the Series B Preferred shares shall have the right to elect the majority of the Directors to the Board of the Company and to amend the articles of the Company.

The undersigned officers have been authorized to execute this certificate by resolution and unanimous consent of the Board of Directors dated May 25, 2007. This certificate correctly sets forth the text of the Articles of Incorporation as amended to the date of this certificate.

Executed on this 25<sup>th</sup> day of May, 2007.



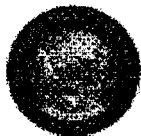
Michael Anthony, President



Michael Anthony, Secretary

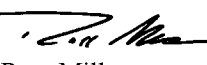
**Exhibit J**

**Certificate of Correction filed with the Nevada Secretary of State on June 18, 2007**



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

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

Filed in the office of 	Document Number <b>20070416538-66</b>
Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>06/18/2007 12:15 PM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Correction**

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

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

Sun Quest Holdings, Inc.

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

Amendment to Articles of Incorporation

3. Filing date of the original document for which correction is being made: 05-29-2007

4. Description of the inaccuracy or defect.

Line one had originally;  
The Company shall cancel the 10,000,000 shares of Series A Preferred Stock of .01 par value.

5. Correction of the inaccuracy or defect.

Should read:  
The Company shall have 10,000,000 shares of Series A Preferred Stock of .01 par value.

6. Signature:

X 

**Authorized Signature**

President

**Title \***

6/18/2007

**Date**

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

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

*This form must be accompanied by appropriate fees.*



**Exhibit K**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on October 29, 2007**



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

**Certificate of Amendment**  
 (PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20070735341-52</b>
	Filing Date and Time <b>10/29/2007 10:50 AM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

SUN QUEST HOLDINGS, INC.

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

Article One: " The name shall be Sunrise Consulting Group, Inc."

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

4. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

5. Officer Signature (Required):

X

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

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

*This form must be accompanied by appropriate fees.*

**Exhibit L**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on December 18, 2007**



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

**Certificate of Amendment**  
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of 	Document Number <b>20070857148-82</b>
Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>12/18/2007 1:30 PM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Sunrise Consulting Group , Inc

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

ARTICLE IV is amended as follows :

The total number of shares which the corporation will be authorized to issue is 3,000,000,000 shares, consisting of 2,400,000,000 shares of common , par value .001 and 600,000,000 preferred shares, par value .001.

The corporation's Board of Directors is authorized to determine, in whole or in part , the voting powers ,designations, preferences , limitations, restrictions, and relative rights of classes or series of shares as provided in section 78.1955 of the Nevada Revised Statutes .

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the\* articles of incorporation have voted in favor of the amendment is: 90%

4. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

5. Officer Signature (Required):

X

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

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

*This form must be accompanied by appropriate fees.*

**Exhibit M**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on January 11, 2008**



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

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20080023669-36</b>
	Filing Date and Time <b>01/11/2008 2:10 PM</b>
	Entity Number <b>C17578-1993</b>

**Certificate of Amendment**  
 (PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Sunrise Consulting Group, Inc.

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

Article IV -

The Company shall have 10,000,000 shares of Series A Preferred Stock of \$.01 per value. The Series A Preferred shall have superiority voting rights equal to 100,000 votes per share. Every Series A Preferred share will equal 100,000 common shares for voting purposes.

The Company shall have 490,000,000 shares of Series B Preferred Stock of \$.001 per value. The Series B Preferred shall have no voting rights and a conversion rate of 1 to 1. Every Series B Preferred Share will convert to one common share.

The undersigned officers have been authorized to execute this certificate by resolution and unanimous consent of the Board of Directors.

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

4. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

5. Officer Signature (Required):

X

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

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

This form must be accompanied by appropriate fees.

**Exhibit N**

**Certificate of Designation for Series A Preferred Stock filed with the Nevada  
Secretary of State on January 18, 2008**



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

**Certificate of Designation**  
 (PURSUANT TO NRS 78.1955)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20080040703-24</b>
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Certificate of Designation  
For Nevada Profit Corporations  
 (Pursuant to NRS 78.1955)

1. Name of corporation:

*SUNRISE CONSULTING GROUP, INC.*

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

*see attached: Article IV*

*Series of Preferred Stock designated as "Series B"  
 Number of Shares authorized for series 490,000.00.  
 Stock, Par Value \$.001, per share.*

3. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

4. Officer Signature (Required):

*X Raymond Arim*

**Filing Fee: \$175.00**

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

*This form must be accompanied by appropriate fees.*



ARTICLE IV

**Series B Convertible Preferred Stock**

1. **Authorized.** There shall be a series of Preferred Stock designated as "Series B Convertible and redeemable Preferred Stock," and the number of shares authorized for this series shall be 490,000,000. Such series is referred to herein as the "Series B Convertible and redeemable Preferred Stock."
2. **Stated Capital.** The amount to be represented in stated capital at all times for each share of Convertible and redeemable Preferred Stock shall be \$0.001.
3. **Rank.** All shares of Convertible Preferred Stock shall rank prior to all of the Corporation's Common Stock, par value \$.001 per share (the "Common Stock"), now or hereafter issued, both as to payment of dividends and as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.
4. **Dividends.** No dividend is payable to the holders of shares of Convertible Preferred Stock.
5. **Liquidation Preference.**
  - (a) The liquidation value of shares of this Series, in case of the voluntary or involuntary liquidation, dissolution or winding-up of the Company, shall be \$0.001 per share.
  - (b) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the holders of shares of this Series shall be entitled to receive the liquidation value of such shares held by them until the liquidation value of all shares of Convertible Preferred Stock shall have been paid in full. Upon payment in full of the liquidation value to which the holders of shares of the shares of Convertible Preferred Stock are entitled, the holders of shares of this Series will not be entitled to any further participation in any distribution of assets by the Company.
  - (c) Neither a consolidation or merger of the Company with or into any other corporation, nor a merger of any other corporation with or into the Company, nor a sale or transfer of all or any part of the Company's assets for cash or securities or other property shall be considered a liquidation, dissolution or winding-up of the Company within the meaning of this Paragraph 5.
6. **Voting Rights.** Except as otherwise required by law, each share of outstanding Series B Convertible Preferred Stock shall have no voting rights. Upon conversion into common shares, voting rights will apply as an ordinary common stock shareholder.
7. **Redemption.** The shares of Series B Convertible Preferred Stock are redeemable. Conversion Provisions.
8. **Conversion Provisions.**

(a) Conversion at Option of Holders. *Provided that, and only to the extent that, the Corporation has a sufficient number of shares of authorized but unissued and unreserved Common Stock available to issue upon conversion, each share of Convertible Preferred Stock shall be convertible at the option of the holder thereof, at any time, into fully paid and non-assessable shares of Common Stock and such other securities and property as hereinafter provided, initially at the rate of 1 share of Common Stock for each full share of Series B Convertible Preferred Stock ("Conversion Ratio").*

For the purpose of these Articles of Designation, the term "Common Stock" shall initially mean the class designated as Common Stock, par value \$.001 per share.

(b) Automatic Conversion. Upon the occurrence of a Recapitalization Event, each outstanding share of Convertible Preferred Stock shall automatically be converted, without cost, on the terms set forth in this Section into the number of fully paid and non-assessable shares of Common Stock as specified by the Conversion Ratio that is in effect at the time of conversion. A "Recapitalization Event" shall be deemed to occur upon either (i) effectiveness of a filing in the office of the Secretary of State of Colorado, or such other state in which the Corporation is legally domiciled, of an amendment to (or amendment and restatement of) the Articles of Incorporation or other charter document of the Corporation that increases the number of authorized shares of Common Stock to a sufficient number (after taking into account all shares reserved for issuance by the Board of Directors) so as to enable the conversion of all outstanding shares of Convertible Preferred Stock into such number of fully paid and non-assessable shares of Common Stock as specified by the Conversion Ratio then in effect, (ii) a change in the number of authorized shares of capital stock that the Corporation is authorized to issue by any means, including a reduction in the number of outstanding shares, merger for the purpose of a change of corporate domicile, or (iii) the effective date of any other corporate action that enables the conversion of all outstanding shares of Convertible Preferred Stock into such number of fully paid and non-assessable shares of Common Stock as specified by the Conversion Ratio then in effect.

(c) Mechanics of Conversion.

(i) **Optional Conversion.** Any holder of shares of Series B Convertible Preferred Stock desiring to convert such shares into Common Stock shall surrender the certificate or certificates for such shares of Series B Convertible Preferred Stock at the office of the transfer agent for the Convertible Preferred Stock, which certificate or certificates, if the Corporation shall so require, shall be duly endorsed to the Corporation or in blank, or accompanied by proper instruments of transfer to the Corporation or in blank, accompanied by irrevocable written notice to the Corporation that the holder elects so to convert such shares of Convertible Preferred Stock and specifying the name or names (with address) in which a certificate or certificates for Common Stock are to be issued. Upon issuance, such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the initial date the Preferred Holder received the Series "B" Convertible Preferred Shares.

(ii) **Automatic Conversion.** Upon the effectiveness of a Recapitalization Event, the conversion of such shares is effective, each holder of shares so converted may surrender the certificate therefore at the office of the Corporation or any transfer agent for the Convertible Preferred Stock. Upon such surrender, the Corporation shall issue and deliver to each holder a certificate or certificates for the number of whole shares of Common Stock to which such holder is entitled. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall the next highest whole number of shares of Common Stock. The conversion of shares of Convertible Preferred Stock shall be effective simultaneously with the effectiveness of a Recapitalization Event, whether or not the certificates representing such shares of Convertible Preferred Stock shall have been surrendered or new certificates representing the shares of Common Stock into which such shares have been converted shall have been issued and the person or persons entitled to receive the shares of Common Stock insurable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the initial date the Preferred Holder received the Series "A" Convertible Preferred Shares. Any dividends or distributions declared but unpaid on the Common Stock to which the Convertible Preferred Stock is entitled pursuant to Section 4 above, shall be paid on the payment date therefore.

(d) The Conversion Ratio shall be subject to adjustment as follows:

(i) In case the Company shall (A) pay a dividend or make a distribution in Common Stock, or (B) subdivide or reclassify its outstanding shares of Common Stock into a greater number (but not smaller number) of shares, the Conversion Ratio in effect immediately prior thereto shall be adjusted retroactively as provided below so that the Conversion Ratio thereafter shall be determined by multiplying the Conversion Ratio at which such shares of this Series were theretofore convertible by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately following such action and of which the denominator shall be the number of shares of Common Stock outstanding immediately prior thereto. Such adjustment shall be made whenever any event listed above shall occur and shall become effective retroactively immediately after the record date in the case of a dividend and shall become effective immediately after the effective date in the case of a subdivision or reclassification.

9. Protective Provisions.

(a) **Reservation of Shares; Transfer Taxes; Etc.** The Corporation shall at all times serve and keep available, out of its authorized and unissued stock, solely for the purpose of effecting the conversion of the Convertible Preferred Stock, such number of shares of its Common Stock free of preemptive rights as shall from time to time be sufficient to effect the conversion of all shares of Convertible Preferred Stock from time to time outstanding. The Corporation shall from time to time, in accordance with the laws of the State of Colorado, increase the authorized number of shares of Common Stock if at any time the number of shares of Common Stock not outstanding shall not be sufficient to permit the conversion of all the then outstanding shares of Convertible Preferred Stock. If any shares of Common Stock required to be reserved for purposes of conversion of the Convertible Preferred Stock hereunder require registration with or approval of any governmental authority under any Federal or State law before such shares may be issued upon conversion, the Corporation will in good faith and as expeditiously as possible endeavor to cause such shares to be duly registered or approved, as the case may be. If the Common Stock is listed on the New York Stock Exchange or any other national securities exchange, the Corporation will, if permitted by the rules of such exchange, list and keep listed on such exchange, upon official notice of issuance, all shares of Common Stock issuable upon conversion of the Convertible Preferred Stock.

The Corporation will pay any and all issue or other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of the Convertible Preferred Stock. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the

issue of delivery of Common Stock (or other securities or assets) in a name other than that which the shares of Convertible Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Corporation the amount of such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(b) **Class Voting Rights.** So long as the Convertible Preferred Stock is outstanding, the Corporation shall not, without the affirmative vote or consent of the holders of at least a majority of all outstanding Convertible Preferred Stock voting separately as a class, (i) Amend, alter or repeal (by merger or otherwise) any provision of the Articles of Incorporation or the By-Laws of the Corporation, as amended, so as adversely to affect the relative rights, preferences, qualifications, limitations or restrictions of the Convertible Preferred Stock, (ii) authorize or issue, or increase the authorized amount of, any additional class or series of stock, or any security convertible into stock of such class or series, ranking prior to the Convertible Preferred Stock in respect of the payment of dividends or upon liquidation, dissolution or winding up of the Corporation or (iii) effect any reclassification of the Convertible Preferred Stock. A class vote on the part of the Convertible Preferred Stock shall, without limitation, specifically not be deemed to be required (except as otherwise required by law or resolution of the Corporation's Board of Directors) in connection with: (a) the authorization, issuance or increase in the authorized amount of any shares of any other class or series of stock which ranks junior to, or on a parity with, the Convertible Preferred Stock in respect of the payment of dividends and distributions upon liquidation, dissolution or winding up of the Corporation; or (b) the authorization, issuance or increase in the amount of any bonds, mortgages, debentures or other obligations of the Corporation.

The affirmative vote or consent of the holders of a majority of the outstanding Convertible Preferred Stock, voting or consenting separately as a class, shall be required to (a) authorize any sale, lease or conveyance of all or substantially all of the assets of the Corporation, or (b) approve any merger, consolidation or compulsory share exchange of the Corporation with or into any other person unless (i) the terms of such merger, consolidation or compulsory share exchange do not provide for a change in the terms of the Convertible Preferred Stock and (ii) the Convertible Preferred Stock is, after such merger, consolidation or compulsory share exchange on a parity with or prior to any other class or series of capital stock authorized by the surviving corporation as to dividends and upon liquidation, dissolution or winding up other than any class or series of stock of the Corporation prior to the Convertible Preferred Stock as may have been created with the affirmative vote or consent of the holders of at least 66-2/3% of the Convertible Preferred Stock (or other than a class or series into which such prior stock is converted as a result of such merger, consolidation or share exchange).

10. **Outstanding Shares.** For purposes of this Certificate of Designation, all shares of Convertible Preferred Stock shall be deemed outstanding except (i) from the date of surrender of certificates representing shares of Convertible Preferred Stock, all shares of Convertible Preferred Stock converted into Common Stock; (ii) the effective date of a Recapitalization Event defined in clause 8(b), and (iii) from the date of registration of transfer; all shares of Convertible Preferred Stock held of record by the Corporation or any subsidiary of the Corporation.

11. **Certain Definitions.** As used in this Certificate, the following terms shall have the following respective meanings:

"Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under common control with such specified person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise; and the term "controlling" and "controlled" having meanings correlative to the foregoing.

"Common Shares" shall mean any stock of the Company which has no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which is not subject to redemption by the Company. However, Common Shares issuable upon conversion of shares of this series shall include only shares of the class designated as common Shares as of the original date of issuance of shares of this Series, or shares of the Company of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which are not subject to redemption by the Company; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from such reclassifications bears to the total number of shares of all classes resulting from all such reclassifications.

12. **Securities Not Registered Under the Securities Act of 1933.** Neither the shares of Convertible Preferred Stock nor the Common Stock issuable upon conversion thereof has been registered under the Securities Act of 1933 or the laws of any state of the United States and may not be transferred without such registration or an exemption from registration. Each share of Convertible Preferred Stock and certificate for Common Stock issued upon the conversion of any shares of Convertible Preferred Stock, and each preferred

stock certificate issued upon the transfer of any such shares of Convertible Preferred Stock or Common Stock (except as otherwise permitted by this Section 12), shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, ASSIGNED OR TRANSFERRED EXCEPT (i) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT WHICH HAS BECOME EFFECTIVE AND IS CURRENT WITH RESPECT TO THESE SECURITIES, OR (ii) PURSUANT TO A SPECIFIC EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT BUT ONLY UPON A HOLDER HEREOF FIRST HAVING OBTAINED THE WRITTEN OPINION OF COUNSEL TO THE CORPORATION, OR OTHER COUNSEL REASONABLY ACCEPTABLE TO THE PROPOSED DISPOSITION IS CONSISTENT WITH ALL APPLICABLE PROVISIONS OF THE SECURITIES ACT AS WELL AS ANY APPLICABLE "BLUE SKY" OR SIMILAR SECURITIES LAW.

**Exhibit O**

**Amendment to Certificate of Designation After Issuance of Stock filed with the  
Nevada Secretary of State of January 28, 2008**



**ROSS MILLER**  
 Secretary of State  
 204 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4299  
 (775) 884 5708  
 Website: secretaryofstate.biz

**Amendment to  
 Certificate of Designation  
 After Issuance of Class or Series**  
 (PURSUANT TO NRS 78.1955)

Filed in the office of 	Document Number <b>20080055362-01</b>
Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>01/28/2008 2:29 PM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Amendment to Certificate of Designation**  
**For Nevada Profit Corporations**  
 (Pursuant to NRS 78.1955 - After Issuance of Class or Series)

1. Name of corporation:  
 Sunrise Consulting Group, Inc.

2. Stockholder approval pursuant to statute has been obtained.

3. The class or series of stock being amended:  
 Series A - Remove  
 Series C Added

4. By a resolution adopted by the board of directors, the certificate of designation is being amended as follows or the new class or series is:

Article IV

The Company shall cancel the 10,000,000 shares of Series A Preferred Stock of 0.1 par value.  
 Series B Convertible Stock to remain

Series C Preferred Stock

The Company shall authorize 40,000,000 (forty million) shares of Series C Preferred Stock par value of \$.001, with voting rights of 500 to 1 with no conversion rights.

5. Effective date of filing (optional):

(must not be later than 90 days after the certificate is filed)

6. Officer Signature (Required):

*X Raymond Chin*

**Filing Fee: \$175.00**

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

This form must be accompanied by appropriate fees.

ARTICLE IV

The Company shall cancel the 10,000,000 shares of Series A Preferred Stock of .01 par value.

**Series B Convertible Preferred Stock**

- Remain \**
1. Authorized. There shall be a series of Preferred Stock designated as "Series B Convertible and redeemable Preferred Stock," and the number of shares authorized for this series shall be 490,000,000. Such series is referred to herein as the "Series B Convertible and redeemable Preferred Stock."
  2. Stated Capital. The amount to be represented in stated capital at all times for each share of Convertible and redeemable Preferred Stock shall be \$0.001
  3. Rank. All shares of Convertible Preferred Stock shall rank prior to all of the Corporation's Common Stock, par value \$.001 per share (the "Common Stock"), now or hereafter Issued, both as to payment of dividends and as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.
  4. Dividends. No dividend is payable to the holders of shares of Convertible Preferred Stock.
  5. Liquidation Preference.
    - (a) The liquidation value of shares of this Series, in case of the voluntary or involuntary liquidation, dissolution or winding-up of the Company, shall be \$0.001 per share.
    - (b) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the holders of shares of this Series shall be entitled to receive the liquidation value of such shares held by them until the liquidation value of all shares of Convertible Preferred Stock shall have been paid in full. Upon payment in full of the liquidation value to which the holders of shares of the shares of Convertible Preferred Stock are entitled, the holders of shares of this Series will not be entitled to any further participation in any distribution of assets by the Company.
    - (c) Neither a consolidation or merger of the Company with or into any other corporation, nor a merger of any other corporation with or into the Company, nor a sale or transfer of all or any part of the Company's assets for cash or securities or other property shall be considered a liquidation, dissolution or winding-up of the Company within the meaning of this Paragraph 5.
  6. Voting Rights. *Except as otherwise required by law, each share of outstanding Series B Convertible Preferred Stock shall have no voting rights. Upon conversion into common shares, voting rights will apply as an ordinary common stock shareholder.*
  7. Redemption. The shares of Series B Convertible Preferred Stock are redeemable. Conversion Provisions.
  8. Conversion Provisions.
    - (a) Conversion at Option of Holders. *Provided that, and only to the extent that, the Corporation has a sufficient number of shares of authorized but unissued and unreserved Common Stock available to issue upon conversion, each share of Convertible Preferred Stock shall be convertible at the option of the holder thereof, at any time, into fully paid and non-assessable shares of Common Stock and such other securities and property as hereinafter provided, initially at the rate of 1 share of Common Stock for each full share of Series B Convertible Preferred Stock ("Conversion Ratio").*

For the purpose of these Articles of Designation, the term "Common Stock" shall initially mean the class designated as Common Stock, par value \$.001 per share.

(b) Automatic Conversion. Upon the occurrence of a Recapitalization Event, each outstanding share of Convertible Preferred Stock shall automatically be converted, without cost, on the terms set forth in this Section into the number of fully paid and non-assessable shares of Common Stock as specified by the Conversion Ratio that is in effect at the time of conversion. A "Recapitalization Event" shall be deemed to occur upon either (i) effectiveness of a filing in the office of the Secretary of State of Colorado, or such other state in which the Corporation is legally domiciled, of an amendment to (or amendment and restatement of) the Articles of Incorporation or other charter document of the Corporation that increases the number of authorized shares of Common Stock to a sufficient number (after taking into account all shares reserved for issuance by the Board of Directors) so as to enable the conversion of all outstanding shares of Convertible Preferred Stock into such number of fully paid and non-assessable shares of Common Stock as specified by the Conversion Ratio then in effect, (ii) a change in the number of authorized shares of capital stock that the Corporation is authorized to issue by any means, including a reduction in the number of outstanding shares, merger for the purpose of a change of corporate domicile, or (iii) the effective date of any other corporate

action that enables the conversion of all outstanding shares of Convertible Preferred Stock into such number of fully paid and non-assessable shares of Common Stock as specified by the Conversion Ratio then in effect.

(c) **Mechanics of Conversion.**

(i) **Optional Conversion.** Any holder of shares of Series B Convertible Preferred Stock desiring to convert such shares into Common Stock shall surrender the certificate or certificates for such shares of Series B Convertible Preferred Stock at the office of the transfer agent for the Convertible Preferred Stock, which certificate or certificates, if the Corporation shall so require, shall be duly endorsed to the Corporation or in blank, or accompanied by proper instruments of transfer to the Corporation or in blank, accompanied by irrevocable written notice to the Corporation that the holder elects so to convert such shares of Convertible Preferred Stock and specifying the name or names (with address) in which a certificate or certificates for Common Stock are to be issued. Upon issuance, such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the initial date the Preferred Holder received the Series "B" Convertible Preferred Shares.

(ii) **Automatic Conversion.** Upon the effectiveness of a Recapitalization Event, the conversion of such shares is effective, each holder of shares so converted may surrender the certificate therefore at the office of the Corporation or any transfer agent for the Convertible Preferred Stock. Upon such surrender, the Corporation shall issue and deliver to each holder a certificate or certificates for the number of whole shares of Common Stock to which such holder is entitled. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall the next highest whole number of shares of Common Stock. The conversion of shares of Convertible Preferred Stock shall be effective simultaneously with the effectiveness of a Recapitalization Event, whether or not the certificates representing such shares of Convertible Preferred Stock shall have been surrendered or new certificates representing the shares of Common Stock into which such shares have been converted shall have been issued and the person or persons entitled to receive the shares of Common Stock insurable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the initial date the Preferred Holder received the Series "A" Convertible Preferred Shares. Any dividends or distributions declared but unpaid on the Common Stock to which the Convertible Preferred Stock is entitled pursuant to Section 4 above, shall be paid on the payment date therefore.

(d) **The Conversion Ratio shall be subject to adjustment as follows:**

(i) In case the Company shall (A) pay a dividend or make a distribution in Common Stock, or (B) subdivide or reclassify its outstanding shares of Common Stock into a greater number (but not smaller number) of shares, the Conversion Ratio in effect immediately prior thereto shall be adjusted retroactively as provided below so that the Conversion Ratio thereafter shall be determined by multiplying the Conversion Ratio at which such shares of this Series were theretofore convertible by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately following such action and of which the denominator shall be the number of shares of Common Stock outstanding immediately prior thereto. Such adjustment shall be made whenever any event listed above shall occur and shall become effective retroactively immediately after the record date in the case of a dividend and shall become effective immediately after the effective date in the case of a subdivision or reclassification.

9. **Protective Provisions.**

(a) **Reservation of Shares; Transfer Taxes; Etc.** The Corporation shall at all times serve and keep available, out of its authorized and unissued stock, solely for the purpose of effecting the conversion of the Convertible Preferred Stock, such number of shares of its Common Stock free of preemptive rights as shall from time to time be sufficient to effect the conversion of all shares of Convertible Preferred Stock from time to time outstanding. The Corporation shall from time to time, in accordance with the laws of the State of Colorado, increase the authorized number of shares of Common Stock if at any time the number of shares of Common Stock not outstanding shall not be sufficient to permit the conversion of all the then outstanding shares of Convertible Preferred Stock. If any shares of Common Stock required to be reserved for purposes of conversion of the Convertible Preferred Stock hereunder require registration with or approval of any governmental authority under any Federal or State law before such shares may be issued upon conversion, the Corporation will in good faith and as expeditiously as possible endeavor to cause such shares to be duly registered or approved, as the case may be. If the Common Stock is listed on the New York Stock Exchange or any other national securities exchange, the Corporation will, if permitted by the rules of such exchange, list and keep listed on such exchange, upon official notice of issuance, all shares of Common Stock issuable upon conversion of the Convertible Preferred Stock.



The Corporation will pay any and all issue or other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of the Convertible Preferred Stock. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue of delivery of Common Stock (or other securities or assets) in a name other than that which the shares of Convertible Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Corporation the amount of such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(b) **Class Voting Rights.** So long as the Convertible Preferred Stock is outstanding, the Corporation shall not, without the affirmative vote or consent of the holders of at least a majority of all outstanding Convertible Preferred Stock voting separately as a class, (i) Amend, alter or repeal (by merger or otherwise) any provision of the Articles of Incorporation or the By-Laws of the Corporation, as amended, so as adversely to affect the relative rights, preferences, qualifications, limitations or restrictions of the Convertible Preferred Stock, (ii) authorize or issue, or increase the authorized amount of, any additional class or series of stock, or any security convertible into stock of such class or series, ranking prior to the Convertible Preferred Stock in respect of the payment of dividends or upon liquidation, dissolution or winding up of the Corporation or (iii) effect any reclassification of the Convertible Preferred Stock. A class vote on the part of the Convertible Preferred Stock shall, without limitation, specifically not be deemed to be required (except as otherwise required by law or resolution of the Corporation's Board of Directors) in connection with: (a) the authorization, issuance or increase in the authorized amount of any shares of any other class or series of stock which ranks junior to, or on a parity with, the Convertible Preferred Stock in respect of the payment of dividends and distributions upon liquidation, dissolution or winding up of the Corporation; or (b) the authorization, issuance or increase in the amount of any bonds, mortgages, debentures or other obligations of the Corporation.

The affirmative vote or consent of the holders of a majority of the outstanding Convertible Preferred Stock, voting or consenting separately as a class, shall be required to (a) authorize any sale, lease or conveyance of all or substantially all of the assets of the Corporation, or (b) approve any merger, consolidation or compulsory share exchange of the Corporation with or into any other person unless (i) the terms of such merger, consolidation or compulsory share exchange do not provide for a change in the terms of the Convertible Preferred Stock and (ii) the Convertible Preferred Stock is, after such merger, consolidation or compulsory share exchange on a parity with or prior to any other class or series of capital stock authorized by the surviving corporation as to dividends and upon liquidation, dissolution or winding up other than any class or series of stock of the Corporation prior to the Convertible Preferred Stock as may have been created with the affirmative vote or consent of the holders of at least 66-2/3% of the Convertible Preferred Stock (or other than a class or series into which such prior stock is converted as a result of such merger, consolidation or share exchange).

10. **Outstanding Shares.** For purposes of this Certificate of Designation, all shares of Convertible Preferred Stock shall be deemed outstanding except (i) from the date of surrender of certificates representing shares of Convertible Preferred Stock, all shares of Convertible Preferred Stock converted into Common Stock; (ii) the effective date of a Recapitalization Event defined in clause 8(b), and (iii) from the date of registration of transfer; all shares of Convertible Preferred Stock held of record by the Corporation or any subsidiary of the Corporation.

11. **Certain Definitions.** As used in this Certificate, the following terms shall have the following respective meanings:

"Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under common control with such specified person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise; and the term "controlling" and "controlled" having meanings correlative to the foregoing.

"Common Shares" shall mean any stock of the Company which has no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which is not subject to redemption by the Company. However, Common Shares issuable upon conversion of shares of this series shall include only shares of the class designated as common Shares as of the original date of issuance of shares of this Series, or shares of the Company of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which are not subject to redemption by the Company; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from such reclassifications bears to the total number of shares of all classes resulting from all such reclassifications.

12. **Securities Not Registered Under the Securities Act of 1933.** Neither the shares of Convertible Preferred Stock nor the Common Stock issuable upon conversion thereof has been registered under the

Securities Act of 1933 or the laws of any state of the United States and may not be transferred without such registration or an exemption from registration. Each share of Convertible Preferred Stock and certificate for Common Stock issued upon the conversion of any shares of Convertible Preferred Stock, and each preferred stock certificate issued upon the transfer of any such shares of Convertible Preferred Stock or Common Stock (except as otherwise permitted by this Section 12), shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, ASSIGNED OR TRANSFERRED EXCEPT (i) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT WHICH HAS BECOME EFFECTIVE AND IS CURRENT WITH RESPECT TO THESE SECURITIES, OR (ii) PURSUANT TO A SPECIFIC EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT BUT ONLY UPON A HOLDER HEREOF FIRST HAVING OBTAINED THE WRITTEN OPINION OF COUNSEL TO THE CORPORATION, OR OTHER COUNSEL REASONABLY ACCEPTABLE TO THE PROPOSED DISPOSITION IS CONSISTENT WITH ALL APPLICABLE PROVISIONS OF THE SECURITIES ACT AS WELL AS ANY APPLICABLE "BLUE SKY" OR SIMILAR SECURITIES LAW.

*17061 \**  
**Series C Preferred Stock**

The Company shall authorize 40,000,000 (forty million) shares of Series C Preferred Stock par value of \$.001, with voting rights of 500 to 1 with no conversion rights.

**Exhibit P**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on February 19, 2008**



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

**Certificate of Amendment**  
 (PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20080112409-87</b>
	Filing Date and Time <b>02/19/2008 1:10 PM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

**1. Name of corporation:**

Sunrise Consulting Group, Inc.

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

ARTICLE IV is amended as follows :

The total number of shares which the corporation will be authorized to issue is 10,600,000,000 shares, consisting of 10,000,000,000 shares of common, with par value of .001 and 600,000,000 preferred shares, with par value of .001.

The corporation's Board of Directors is authorized to determine, in whole or in part, the voting powers, designations, preferences, limitations, restrictions, and relative rights of classes or series of shares as provided in section 78.1955 of the Nevada Revised Statutes.

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

**4. Effective date of filing (optional):**

(must not be later than 90 days after the certificate is filed)

**5. Officer Signature (Required):**

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

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

*This form must be accompanied by appropriate fees.*

**Exhibit Q**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on June 16, 2009**



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

**Certificate of Amendment**  
 (PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20090487712-10</b>
	Filing Date and Time <b>06/16/2009 5:00 PM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
**(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)**

1. Name of corporation:

Sunrise Consulting Group , Inc

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

Article IV

The authorized shares of Stock are 12,600,000,000 (twelve billion and six hundred million) shares at a par value of \$0.001 which consists of 12,000,000,000 shares of common stock and 600,000,000 shares of preferred stock.

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

70%

4. Effective date of filing: (optional)

6/16/09

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

Signature of Officer

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

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

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State Amend Profit-After  
 Revised: 3-6-09

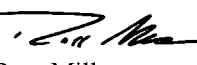
**Exhibit R**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on June 30, 2009**



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

**Certificate of Amendment**  
 (PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20090521935-46</b>
	Filing Date and Time <b>06/30/2009 4:50 PM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:  
 Sunrise Consulting Group, Inc.

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

ARTICLE IV is amended as follows :

The total number of shares which the corporation will be authorized to issue is 14,600,000,000 shares, consisting of 14,000,000,000 shares of common , par value .001 and 600,000,000 preferred shares, par value .001.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation\* have voted in favor of the amendment is: 70%

4. Effective date of filing: (optional) 6/25/09  
 (must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X 

Signature of Officer

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



**Exhibit S**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on June 3, 2010**


090201



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

\*090201\*

**Certificate of Amendment**  
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of 	Document Number <b>20100399292-87</b>
Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>06/03/2010 3:51 PM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
**(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)**

1. Name of corporation:  
Sunrise Consulting Group, Inc.

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

The total number of shares which the corporation will be authorized to issue is 18,600,000,000 shares, consisting of 18,000,000,000 shares of common 600,000,000 preferred shares, par value .001.

The corporation's Board of Directors is authorized to determine, in whole or in part, the voting powers, designations, preferences, limitations, restrictions, and relative rights of classes or series of shares as provided in section 78.19955 of the Nevada Revised Statutes.


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

4. Effective date of filing: (optional)

6 - 3 - 10

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X   
\_\_\_\_\_  
Signature of Officer

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

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

This form must be accompanied by appropriate fees.

**Exhibit T**

**Certificate of Amendment to Articles of Incorporation filed with the Nevada  
Secretary of State on December 29, 2010**



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

\*090201\*

**Certificate of Amendment**  
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20100966245-45</b>
	Filing Date and Time <b>12/29/2010 1:55 PM</b>
	Entity Number <b>C17578-1993</b>

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**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**  
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Sunrise Consulting Group, Inc.

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

Certificate of Amendment to Articles of Incorporation

ARTICLE IV is amended as follows:

The total number of shares which the corporation will be authorized to issue is 20,600,000,000 shares, consisting of 20,000,000,000 shares of common 600,000,000 preferred shares, par value .001.

The corporation's Board of Directors is authorized to determine, in whole or in part, the voting powers, designations, preferences, limitations, restrictions, and relative rights of classes or series of shares as provided in section 78.19955 of the Nevada Revised Statutes.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation\* have voted in favor of the amendment is: at least 2/3

4. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

Signature of Officer

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

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

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After  
Revised: 3-6-09

**Exhibit U**

**Amended and Restated Certificate of Designation for the Series B Convertible Preferred Stock filed with the Nevada Secretary of State on January 14, 2011**

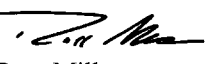


\*150301\*



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

**Amendment to  
Certificate of Designation  
After Issuance of Class or Series**  
(PURSUANT TO NRS 78.1955)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20110030853-93</b> Filing Date and Time <b>01/14/2011 12:45 PM</b> Entity Number <b>C17578-1993</b>
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**Certificate of Amendment to Certificate of Designation**  
**For Nevada Profit Corporations**  
**(Pursuant to NRS 78.1955 - After Issuance of Class or Series)**

1. Name of corporation:

Sunrise Consulting Group, Inc.

2. Stockholder approval pursuant to statute has been obtained.

3. The class or series of stock being amended:

Series B Convertible Preferred Stock

4. By a resolution adopted by the board of directors, the certificate of designation is being amended as follows or the new class or series is:

The Board of Directors of the Company, on January 7, 2011, elected to amend and restate the Certificate of Designation of the Series B Convertible Preferred Stock, changing the rights and preferences of the Series B Convertible Preferred Stock, including, but not limited to, the definition of "Original Issue Price" under Section 1.7 and Section 9, "Voting Provisions."

See attached amended and restated Certificate of Designation for the Series B Convertible Preferred Stock.

5. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

6. Signature: (required)

X

Signature of Officer

Filing Fee: \$175.00

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

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS Amend Designation Form  
Revised: 3-9-08

**AMENDED AND RESTATED CERTIFICATE OF DESIGNATION  
OF THE RIGHTS, PREFERENCES, PRIVILEGES  
AND RESTRICTIONS, WHICH HAVE NOT BEEN SET  
FORTH IN THE CERTIFICATE OF INCORPORATION  
OR IN ANY AMENDMENT THERETO,  
OF THE  
SERIES B CONVERTIBLE PREFERRED STOCK  
OF  
SUNRISE CONSULTING GROUP, INC.**

The undersigned, Raymond Chin, does hereby certify that:

A. They are the duly elected and acting President and Secretary, respectively, of Sunrise Consulting Group, Inc., a Nevada corporation (the "Company").

B. Pursuant to the Unanimous Written Consent of the Board of Directors of the Company dated January 7, 2011, the Board of Directors duly adopted the following resolutions:

WHEREAS, the Certificate of Incorporation of the Company authorizes a class of stock designated as Preferred Stock, with a par value of \$0.0001 per share (the "Preferred Class"), comprising of Six Hundred Million (600,000,000) shares and provides that the Board of Directors of the Company may fix the terms, including any dividend rights, dividend rates, conversion rights, voting rights, rights and terms of any redemption, redemption price or prices, and liquidation preferences, if any, of the Preferred Class;

WHEREAS, as of the date of this Certificate of Designation, the Company has authorized a total of Five Hundred Million (500,000,000) shares of stock from the Preferred Class, Ten Million (10,000,000) of which are designated as Class A Preferred Stock, and Four Hundred Ninety Million (490,000,000) of which are designated as Series B Convertible Preferred Stock;

WHEREAS, a Certificate of Designation was previously filed with the Nevada Secretary of State on May 7, 1993, setting forth the rights, preferences, privileges, restrictions, and other matters relating to the Class A Preferred Stock;

WHEREAS, a Certificate of Designation was previously filed with the Nevada Secretary of State on January 18, 2008, setting forth the rights, preferences, privileges, restrictions, and other matters relating to the Series B Convertible Preferred Stock;

WHEREAS, the Board of Directors believes it in the best interests of the Company to restate in its entirety rights, preferences, privileges, restrictions and other matters relating to the Series B Convertible Preferred Stock as set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby fix and determine the rights, preferences, privileges, restrictions and other matters relating do the Series B Convertible Preferred Stock as follows:

1. Definitions. For purposes of this Certificate of Designation, the following definitions shall apply:

1.1 "Board" shall mean the Board of Directors of the Company.

1.2 "Company" shall mean Sunrise Consulting Group, Inc., a Nevada corporation.

1.3 "Common Stock" shall mean the Common Stock, no par value per share, of the Company.

1.4 "Common Stock Dividend" shall mean a stock dividend declared and paid on the Common Stock that is payable in shares of Common Stock.

1.5 "Distribution" shall mean the transfer of cash or property by the Company to one or more of its stockholders without consideration, whether by dividend or otherwise (except a dividend in shares of Company's stock).

1.6 "Original Issue Date" shall mean the date on which the first share of Series B Convertible Preferred Stock is issued by the Company.

1.7 "Original Issue Price" shall mean \$0.01 per share for the Series B Convertible Preferred Stock.

1.8 "Series B Convertible Preferred Stock" shall mean the Series B Convertible Preferred Stock, no par value per share, of the Company.

1.9 "Subsidiary" shall mean any corporation or limited liability company of which at least fifty percent (50%) of the outstanding voting stock or membership interests, as the case may be, is at the time owned directly or indirectly by the Company or by one or more of such subsidiary corporations:

2. Dividend Rights. The Series B Convertible Preferred Stock does not have dividend rights.

3. Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Company; whether voluntary or involuntary, the funds and assets of the Company that may be legally distributed to the Company's shareholders (the "Available Funds and Assets") shall be distributed to shareholders in the following manner:

3.1 Series B Convertible Preferred Stock. The holders of each share of Series B Convertible Preferred Stock then outstanding shall be entitled to be paid, out of the Available Funds and Assets, and prior and in preference to any payment or distribution (or any setting apart



of any payment or distribution) of any Available Funds and Assets on any shares of Common Stock or subsequent series of preferred stock, an amount per share equal to the Original Issue Price of the Series B Convertible Preferred Stock plus all accrued but unpaid dividends on the Series B Convertible Preferred Stock. If upon any liquidation, dissolution or winding up of the Company, the Available Funds and Assets shall be insufficient to permit the payment to holders of the Series B Convertible Preferred Stock of their full preferential amount as described in this subsection, then all of the remaining Available Funds and Assets shall be distributed among the holders of the then outstanding Series B Convertible Preferred Stock pro rata, according to the number of outstanding shares of Series B Convertible Preferred Stock held by each holder thereof.

**3.2 Merger or Sale of Assets.** A reorganization or any other consolidation or merger of the Company with or into any other corporation, or any other sale of all or substantially all of the assets of the Company, shall not be deemed to be a liquidation, dissolution or winding up of the Company within the meaning of this Section 3, and the Series B Convertible Preferred Stock shall be entitled only to (i) the right provided in any agreement or plan governing the reorganization or other consolidation, merger or sale of assets transaction, (ii) the rights contained in the Nevada Revised Statutes and (iii) the rights contained in other Sections hereof.

**3.3 Non-Cash Consideration.** If any assets of the Company distributed to shareholders in connection with any liquidation, dissolution or winding up of the Company are other than cash, then the value of such assets shall be their fair market value as determined by the Board, except that any securities to be distributed to shareholders in a liquidation, dissolution or winding up of the Company shall be valued as follows:

(a) The method of valuation of securities not subject to investment letter or other similar restrictions on free marketability shall be as follows:

- (i) if the securities are then traded on a national securities exchange or the Nasdaq National Market (or a similar national quotation system), then the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) day period ending three (3) days prior to the distribution; and,
- (ii) if actively traded over-the-counter, then the value shall be deemed to be the average of the closing bid prices over the ten (10) day period ending three (3) days prior to the distribution; and
- (iii) if there is no active public market, then the value shall be the fair market value thereof, as determined mutually in good faith by (i) the Board of Directors of the Company and (ii) the holders of the Series B Convertible Preferred Stock acting as a group. In the event the Company and the holders cannot mutually agree upon a

value, then the value shall be determined by a mutually acceptable third party licensed business valuation expert paid for equally by both parties.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in subparagraphs (a)(i), (ii) or (iii) of this subsection to reflect the approximate fair market value thereof.

#### 4. Conversion Rights.

(a) **Conversion of Preferred Stock.** Provided that, and only to the extent that, the Company has a sufficient number of authorized but unissued and unreserved shares of common stock available to issue upon conversion, each share of Class B Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time, into one share of the Company's common stock.

(b) **Procedures for Exercise of Conversion Rights.** The holders of any shares of Class B Convertible Preferred Stock may exercise their conversion rights as to all such shares or any part thereof by delivering to the Company during regular business hours, at the office of any transfer agent of the Company for the Class B Convertible Preferred Stock, or at the principal office of the Company or at such other place as may be designated by the Company, the certificate or certificates for the shares to be converted, duly endorsed for transfer to the Company (if required by the Company), accompanied by written notice stating that the holder elects to convert such shares. Conversion shall be deemed to have been effected on the date when such delivery is made, and such date is referred to herein as the "Conversion Date." As promptly as practicable after the Conversion Date, but not later than ten (10) business days thereafter, the Company shall issue and deliver to or upon the written order of such holder, at such office or other place designated by the Company, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled and a check for cash with respect to any fractional interest in a share of Common Stock as provided in section 4(c) below. The holder shall be deemed to have become a shareholder of record on the Conversion Date. Upon conversion of only a portion of the number of shares of Class B Convertible Preferred Stock represented by a certificate surrendered for conversion, the Company shall issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, at the expense of the Company, a new certificate covering the number of shares of Class B Convertible Preferred Stock representing the unconverted portion of the certificate so surrendered.

(c) **No Fractional Shares.** No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Class B Convertible Preferred Stock. If more than one share of Class B Convertible Preferred Stock shall be surrendered for conversion at any one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Class B Convertible Preferred Stock so surrendered. Instead of any fractional shares of Common Stock which would

otherwise be issuable upon conversion of any shares of Class B Convertible Preferred Stock, the Company shall pay a cash adjustment in respect of such fractional interest equal to the fair market value of such fractional interest as determined by the corporation's Board of Directors.

(d) **Payment of Taxes for Conversions.** The Company shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion pursuant hereto of Class B Convertible Preferred Stock. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Class B Convertible Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Company the amount of any such tax, or has established, to the satisfaction of the Company, that such tax has been paid.

(e) **Registration or Listing of Shares of Common Stock.** If any shares of Common Stock to be reserved for the purpose of conversion of shares of Class B Convertible Preferred Stock require registration or listing with, or approval of, any governmental authority, stock exchange or other regulatory body under any federal or state law or regulation or otherwise, before such shares may be validly issued or delivered upon conversion, the Company will in good faith and as expeditiously as possible endeavor to secure such registration, listing or approval, as the case may be.

(f) **Status of Common Stock Issued Upon Conversion.** All shares of Common Stock which may be issued upon conversion of the shares of Class B Convertible Preferred Stock will upon issuance by the Company be validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

(g) **Status of Converted Preferred Stock.** In case any shares of Class B Convertible Preferred Stock shall be converted pursuant to this section 4, the shares so converted shall be canceled and shall not be issuable by the corporation.

5. Adjustment of Conversion Price.

(a) **General Provisions.** In case, at any time after the date hereof, of any capital reorganization, or any reclassification of the stock of the Company (other than a change in par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or the consolidation or merger of the Company with or into another person (other than a consolidation or merger in which the Company is the continuing entity and which does not result in any change in the Common Stock), or of the sale or other disposition of all or substantially all the properties and assets of the Company as an entirety to any other person, the shares of Class B Convertible Preferred Stock shall, after such reorganization, reclassification, consolidation, merger, sale or other disposition, be convertible into the kind and number of shares of stock or other securities or property of the Company or of the entity resulting from such consolidation or surviving such merger or to which such properties and assets shall have been sold or otherwise disposed to which such holder would have been entitled if immediately prior to such reorganization,

reclassification, consolidation, merger, sale or other disposition it had converted its shares of Class B Convertible Preferred Stock into Common Stock. The provisions of this section 5(a) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or other dispositions. The provisions of this section 5 shall not affect the conversion of the Class B Convertible Preferred Stock in the event of a forward or reverse stock split.

(b) **No Impairment.** The Company will not, through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, including amending this Certificate of Designation, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Class B Convertible Preferred Stock against impairment. This provision shall not restrict the Company from amending its Articles of Incorporation in accordance with the Nevada Revised Statutes and the terms hereof.

6. **Call Provisions.** The Series B Convertible Preferred Stock shall not be callable by the Company.

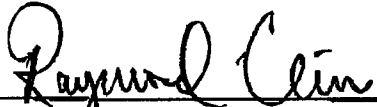
7. **Redemption Provisions.** The Series B Convertible Preferred Stock shall not be redeemable by the holders thereof.

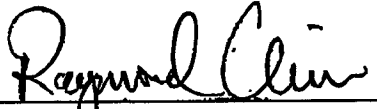
8. **Notices.** Any notices required by the provisions of this Certificate of Designation to be given to the holders of shares of Series B Convertible Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at its address appearing on the books of the Company.

9. **Voting Provisions.** Each share of Series B Convertible Preferred Stock shall have voting rights equal to 2,100 shares of the Company's common stock for any matters properly brought to the Company's common stockholders for approval, which rights shall be adjusted for any stock splits, recapitalizations, etc.

10. **Protective Provisions.** The Company may not take any of the following actions without the approval of a majority of the holders of the outstanding Class B Convertible Preferred Stock: (i) effect a sale of all or substantially all of the Company's assets or which results in the holders of the Company's capital stock prior to the transaction owning less than fifty percent (50%) of the voting power of the Company's capital stock after the transaction, (ii) alter or change the rights, preferences, or privileges of the Class B Convertible Preferred Stock, (iii) increase or decrease the number of authorized shares of Class B Convertible Preferred Stock, (iv) authorize the issuance of securities having a preference over or on par with the Class B Convertible Preferred Stock, or (v) effectuate a forward or reverse stock split or dividend of the Company's common stock.

IN WITNESS WHEREOF, the Company has caused this Amended and Restated Certificate of Designation of Series B Convertible Preferred Stock to be duly executed by its President and attested to by its Secretary and has caused its corporate seal to be affixed hereto effective as of January 11, 2011.

  
\_\_\_\_\_  
Raymond Chin, President

  
\_\_\_\_\_  
Raymond Chin, Secretary

**Exhibit V**

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER**

I, Raymond Chin, certify that:

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

Dated: January 21, 2011

\_\_\_\_\_/s/ Raymond Chin  
By: Raymond Chin  
Its: Chief Executive Officer

**Exhibit W**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

I, Raymond Chin, certify that:

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

Dated: January 21, 2011

                  /s/ Raymond Chin                    
By: Raymond Chin  
Its: Chief Financial Officer