



## **ANNUAL FINANCIAL REPORT**

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Pursuant to Rule 15c2-(11)(a)(5) For

**For**

**V GROUP, INC.**

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**As of December 31, 2016**

Dated: February 15, 2017

All information contained in this Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of Rule 15c2-1 I (a)(5) promulgated under the Securities and Exchange Act of 1934, as amended. The enumerated captions contained herein correspond to the sequential format as set forth in the rule.

# V GROUP, INC.

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**V GROUP, INC.**  
**ANNUAL FINANCIAL REPORT**

**Item 1. The exact name of the Issuer and its predecessors**

The name of the Issuer is V Group, Inc.

The equity interest, i.e. shares of stock were previously held in the name of Twistee Treat Corporation, an Oklahoma corporation, prior to issuer completing a statutory reorganization pursuant to Section 1081(g) of the Oklahoma General Corporation Act. Under Section 1081(g) V Group, Inc. is not the survivor, successor or predecessor to the operations, liabilities or assets of Twistee Treat Corporation.

**Item 2. Address of the Issuer's principal executive offices**

Company Headquarters:

7668 El Camino Real  
Suite # 104-166  
Carlsbad, CA 92009  
Phone: 877-734-3947  
Email: [info@anddrinks.com](mailto:info@anddrinks.com)

Investor Relations Firm: None

**Item 3. Security Information**

Trading symbol

The Company's trading symbol is VGID.

The Company's CUSIP

The Company's CUSIP is 918225 103

Par or Stated Value:

The Company's Common Stock has a par value of \$0.0001. Each holder of Common Stock has full voting rights at the rate of One (1) vote for each share owned. The Common Stock has no preemptive rights or cumulative rights. Series "A" Preferred Stock, has a par value of \$0.0001 with designation voting rights and Series "B" Convertible Preferred Stock, has a par value of \$0.0001, Each holder of Series "B" Convertible Preferred Stock has full voting rights at the rate of One (1) vote for each share owned.

Shares Authorized:

As of the date of this Initial Information and Disclosure Statement, the Issuer has Two (2) classes of securities outstanding. Common Stock and Preferred Stock.

The Company has an authorized capital of Two Billion Eighty Million (2,080,000,000) shares of stock, of which Two Billion (2,000,000,000) shares are Common Stock, par value of \$.0001 per share and Eighty Million (80,000,000) shares of Preferred Stock, of which there are Twenty Million (20,000,000) shares of “ Series “A” Preferred Stock”, a par value \$.0001 per share and Sixty Million (60,000,000) “ Series “B” Convertible Preferred Stock”, par value \$.0001 per share as of January 05, 2015.

<b>Class</b>	<b>Shares Authorized</b>	<b>Shares Outstanding</b>	<b>Freely Tradable Shares (Float)</b>	<b>Total Beneficial Shareholders</b>	<b>Total Shareholders</b>
<b>Common</b>	2,000,000,000	1,294,017,000	482,419,474	2	41
<b>Series “A” Convertible Preferred Stock</b>	20,000,000	20,000,000	0	1	1
<b>Series “B” Convertible Preferred Stock</b>	60,000,000	0	0	0	0

#### Transfer Agent

SIGNATURE STOCK TRANSFER, INC.  
2632 Coachlight Court  
Plano, Texas 75093  
Telephone 972.612.4120  
Facsimile 972.612.4122  
Email – [signaturestocktransfer@msn.com](mailto:signaturestocktransfer@msn.com)

Signature Stock Transfer, Inc. is registered under the Exchange Act.

Restrictions on the transfer of any security: None

Describe any trading suspension orders issued by the SEC in the past 12 months: None

#### **Item 4. Issuance History**

(1) On January 3, 2014, V Group, Inc., a Nevada corporation, and the owners of 100% of its issued and outstanding stock, and the Company, entered into a Share Exchange Agreement, wherein 1,000,000 shares of Common Stock representing 100% of the issued and outstanding stock, of V Group, Inc. were exchanged for 50,825,000 shares of V Group, Inc., an Oklahoma corporation (“V GROUP (OK)”), Series “B” Convertible Preferred Stock. The shares were authorized for issuance on January 3, 2014

(2) On January 3, 2014, the Company canceled James B. Frack’s, 20,000,000 Series A Preferred Shares of Twistee Treat Corporation, and the new directors issued 20,000,000 Series A Preferred shares of V Group, Inc., an Oklahoma corporation, to Mr. Frack.

(3) On January 17, 2014, the Company authorized the creation of an error account for the issuance of 500,000 restricted common shares to Calder Investments Limited to reconcile the reports of HJ & Associates and LBB, LLP, the Company’s former auditors, with the Company’s shareholder list of reported total shares issued and outstanding, as settlement of a contingent claim.

(4) On March 14, 2014, the Company deemed it advisable and in the Company’s best interest to cause the conversion of Shareholder’s 50,825,000 Shares of Series “B” Convertible Preferred Stock into 50,825,000 Common shares of the Company.

- (5) On March 26, 2014, the company authorized the issued 60,000,000 restricted common shares to Lawrence Twombly and issued 1,000,000 restricted common shares to Dawn Norby in exchange for payment Lawrence Twombly and Dawn Norby of Company debt
- (6) On March 31, 2014, the company authorized the issued 5,000,000 restricted common shares pursuant to a Convertible Promissory Note dated November 3, 2011 for the conversion of \$500.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on March 20, 2014.
- (7) On April 02, 2014, the company authorized the issued 6,000,000 restricted common shares pursuant to a Convertible Promissory Note dated November 3, 2011 for the conversion of \$600.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on April 02, 2014.
- (8) On April 02, 2014, the company authorized the issued 10,500,000 restricted common shares pursuant to a Convertible Promissory Note dated November 3, 2011 for the conversion of \$1,050.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on April 02, 2014.
- (9) On June 05, 2014, the company authorized the issued 10,000,000 restricted common shares pursuant to a Convertible Promissory Note dated November 3, 2011 for the conversion of \$1,000.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on June 05, 2014,
- (10) On September 15, 2014, the company authorized the issued 15,000,000 restricted common shares pursuant to a Convertible Promissory Note dated November 3, 2011 for the conversion of \$1,500.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on September 15, 2014.
- (11) On September 15, 2014, the company authorized the issued 10,000,000 restricted common shares pursuant to a Convertible Promissory Note dated November 3, 2011 for the conversion of \$1,000.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on September 15, 2014.
- (12) On December 3, 2014 the company authorized the issued 20,000,000 restricted common shares pursuant to a Convertible Promissory Note dated November 3, 2011 for the conversion of \$2,000.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on December 3, 2014.
- (13) On December 4, 2014 the company authorized the issued 12,000,000 restricted common shares pursuant to a Convertible Promissory Note dated November 3, 2011 for the conversion of \$1,200.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on December 4, 2014.
- (14) On December 4, 2014, the company authorized the issued 127,000,000 restricted common shares to Lawrence Twombly and issued 10,000,000 restricted common shares to Dawn Norby in exchange for payment Lawrence Twombly and Dawn Norby of Company debt.
- (15) On December 5, 2014, the company authorized the issued 20,000,000 restricted common shares to Python Marketing in exchange for payment for marketing campaign.
- (16) On December 5, 2014, the company authorized the issued 100,000,000 restricted common shares to Lawrence Twombly to be deposited into escrow account until such time Road Kill Beverage spinoff is completed at which point the 100,000,000 shares would be returned to common ledger.
- (17) On December 5, 2014, the company authorized the issued 10,000,000 restricted common shares to Rodney Schrock in exchange for payment of Convertible Note dated December 6, 2010.

- (18) On December 4, 2014, the company authorized the issued 10,000,000 restricted common shares to Mark Hammill in exchange for design and marketing work completed for the company.
- (19) On March 13, 2015, the company authorized the issued 50,000,000 restricted common shares pursuant to a Convertible Promissory Note dated May 26, 2011 for the conversion of \$5,000.00 of debt owed by the company, at a conversion rate of \$0.0001 per share, after receiving Notice of Conversion on March 13, 2015.
- (20) On March 13, 2015 the company authorized the issued 30,000,000 restricted common shares pursuant to a Convertible Promissory Note dated May 26, 2011 for the conversion of \$3,000.00 of debt owed by the company, at a conversion rate of \$0.0001 per share, after receiving Notice of Conversion on March 13, 2015.
- (21) On March 14, 2015 the company authorized the issued 50,000,000 restricted common shares pursuant to a Convertible Promissory Note dated May 26, 2011 for the conversion of \$5,000.00 of debt owed by the company, at a conversion rate of \$0.0001 per share, after receiving Notice of Conversion on March 14, 2015.
- (22) On June 25, 2015, the company received back into treasury 30,000,000 restricted common shares originally issued pursuant to a Convertible Promissory Note dated May 26, 2011. Subsequently cancelling \$3,000.00 of debt owed by the company at a conversion price of \$0.0001 per share after receiving notice on June 24, 2015.
- (23) On January 4, 2016, the company authorized the issued 175,000,000 restricted common shares to Lawrence Twombly and issued 25,000,000 restricted common shares to Dawn Norby in exchange for payment Lawrence Twombly and Dawn Norby of Company debt.
- (24) On January 4, 2016, the company authorized the issued 10,000,000 restricted common shares to Mark Hammill in exchange for design and marketing work completed for company.
- (25) On January 4, 2016, the company authorized the issued 10,000,000 restricted common shares to Great State Beverage Inc. in exchange for distribution consulting and retail marketing work completed for company.
- 26) On February 10, 2016, the Company authorized the issued 43,000,000 restricted common shares pursuant to a Convertible Promissory Note dated February 28, 2014 for the conversion of \$4,300.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on February 10, 2016.
- 27) On February 23, 2016, the Company authorized the issued 82,000,000 restricted common shares pursuant to a Convertible Promissory Note dated May 26, 2011 for the conversion of \$4,300.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on February 23, 2016
- 28) On May 25, 2016, the Company authorized the issued 40,000,000 restricted common shares pursuant to a Convertible Promissory Note dated May, 14 2014 for the conversion of \$4,000.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on May 25, 2016.
- 29) On June, 2016, the Company authorized the issued 41,82,341 restricted common shares pursuant to a Convertible Promissory Note dated May, 14 2014 for the conversion of \$4,182.00 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of Conversion on June 10, 2016.
- 30) On June 12, 2016, the Company authorized the issued 106,100,00 restricted common shares to Lawrence Twombly in exchange for payment Lawrence Twombly of Company debt.
- 31) On August 3, 2016, the Company authorized the issuance of 50,000,000 restricted common shares pursuant to a Convertible Promissory note Dated May 14, 2014 for the conversion of \$5,000 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of conversion on August 3, 2016.
- 32) On October 4, 2016, the Company authorized the issuance of 58,880,000 restricted common shares pursuant to a Convertible Promissory note Dated May 14, 2014 for the conversion of \$5,880 of debt owed by the Company, at a conversion price of \$0.0001 per share, after receiving Notice of conversion on October 4, 2016.

**V Group, Inc.**  
**Balance Sheet for Period Ended December 2015 and 2016**  
**Unaudited**

	<u>Dec 31, 16</u>	<u>Dec 31, 15</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
Cash	10,914.00	7,144.50	3,769.50	52.8%
Total Checking/Savings	10,914.00	7,144.50	3,769.50	52.8%
Other Current Assets				
Accounts Receivable	44,400.00	125,812.00	-81,412.00	-64.7%
Inventory Finished Goods	0.00	65,910.00	-65,910.00	-100.0%
Inventory Raw Bottles	36,776.60	10,618.60	26,158.00	246.3%
Inventory Raw Cans	73,678.00	57,000.00	16,678.00	29.3%
Inventory Raw Caps	4,619.00	841.00	3,778.00	449.2%
Inventory Raw Case Trays	4,846.00	742.00	4,104.00	553.1%
Inventory Raw Ingredient	15,404.00	14,052.00	1,352.00	9.6%
Inventory Raw Labels	7,636.00	6,621.00	1,015.00	15.3%
Inventory Raw Lids	6,538.00	7,500.00	-962.00	-12.8%
Prepaid CoPacking	10,115.00	740.00	9,375.00	1,266.9%
Total Other Current Assets	204,012.60	289,836.60	-85,824.00	-29.6%
Total Current Assets	214,926.60	296,981.10	-82,054.50	-27.6%
Fixed Assets				
Trademark	968.00	968.00	0.00	0.0%
UPC Barcode	945.00	945.00	0.00	0.0%
Total Fixed Assets	1,913.00	1,913.00	0.00	0.0%
Other Assets				
Investment Fernhill Beverage	27,500.00	27,500.00	0.00	0.0%
Total Other Assets	27,500.00	27,500.00	0.00	0.0%
<b>TOTAL ASSETS</b>	<b><u>244,339.60</u></b>	<b><u>326,394.10</u></b>	<b><u>-82,054.50</u></b>	<b><u>-25.1%</u></b>
<b>LIABILITIES &amp; EQUITY</b>				
Liabilities				
Long Term Liabilities				
Convtd Prom 5/26/11 McCarthy	0.00	2,500.00	-2,500.00	-100.0%
Convtd Prom 9/15/2014 Waggener	0.00	9,000.00	-9,000.00	-100.0%
Convtd Prom Note Brother	5,000.00	0.00	5,000.00	100.0%
Convtd Prom Note Bush	5,000.00	0.00	5,000.00	100.0%
Convtd Prom Note IBRE	22,500.00	0.00	22,500.00	100.0%
Convtd Prom Note La Jolla IPO	24,480.00	1,480.00	23,000.00	1,554.1%
Convtd Prom Note Liquid Mgmt	2,938.00	17,500.00	-14,562.00	-83.2%
Total Long Term Liabilities	59,918.00	30,480.00	29,438.00	96.6%
Total Liabilities	59,918.00	30,480.00	29,438.00	96.6%
Equity				
Paid In Capital	44,062.00	25,000.00	19,062.00	76.3%
Retained Earnings	230,914.10	154,169.10	76,745.00	49.8%
Stock for Note	40,000.00	40,000.00	0.00	0.0%
Net Income	-130,554.50	76,745.00	-207,299.50	-270.1%
Total Equity	184,421.60	295,914.10	-111,492.50	-37.7%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>244,339.60</u></b>	<b><u>326,394.10</u></b>	<b><u>-82,054.50</u></b>	<b><u>-25.1%</u></b>

**V Group, Inc.**  
**Income Statement**  
Unaudited December 2016

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	Jan - Dec 16
Ordinary Income/Expense	
Income	
Sales Income AND	520,082.50
Total Income	520,082.50
Cost of Goods Sold	
Cost of AND	372,421.00
Freight Cost	51,266.00
Total COGS	423,687.00
Gross Profit	96,395.50
Expense	
Corporate Fees/Taxes	8,520.00
Insurance	4,000.00
Marketing Trade Show	2,115.00
Meals and Entertainment	1,702.00
Professional Fees	
Agent/Broker Fee	11,178.00
Legal Fees	161,770.00
Regulatory Fee	8,050.00
Total Professional Fees	180,998.00
Rent	14,400.00
Research & Development	8,900.00
Travel	4,715.00
Utilities	1,600.00
Total Expense	226,950.00
Net Ordinary Income	-130,554.50
Net Income	<b>-130,554.50</b>



**V Group, Inc.**  
**Statement of Cash Flows**  
Unaudited For Period Ended December 31, 2016

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	Jan - Dec 16
<b>OPERATING ACTIVITIES</b>	
Net Income	-130,554.50
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	81,412.00
Inventory Finished Goods	65,910.00
Inventory Raw Bottles	-26,158.00
Inventory Raw Cans	-16,678.00
Inventory Raw Caps	-3,778.00
Inventory Raw Case Trays	-4,104.00
Inventory Raw Ingredient	-1,352.00
Inventory Raw Labels	-1,015.00
inventory Raw Lids	962.00
Prepaid CoPacking	-9,375.00
Net cash provided by Operating Activities	-44,730.50
<b>FINANCING ACTIVITIES</b>	
Convtd Prom 5/26/11 McCarthy	-2,500.00
Convtd Prom 9/15/2014 Waggener	-9,000.00
Convtd Prom Note Brother	5,000.00
Convtd Prom Note Bush	5,000.00
Convtd Prom Note IBRE	22,500.00
Convtd Prom Note La Jolla IPO	23,000.00
Convtd Prom Note Liquid Mgmt	-14,562.00
Paid In Capital	19,062.00
Net cash provided by Financing Activities	48,500.00
Net cash increase for period	3,769.50
Cash at beginning of period	7,144.50
Cash at end of period	<b>10,914.00</b>

**V Group Distributing**  
**Balance Sheet Unaudited**  
As of December 31, 2016

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	<u>Dec 31, 16</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Cash	2,713.00
<b>Total Checking/Savings</b>	2,713.00
Accounts Receivable	
Accounts Receivable	3,548.00
<b>Total Accounts Receivable</b>	3,548.00
<b>Total Current Assets</b>	6,261.00
<b>Fixed Assets</b>	
Van	1,500.00
<b>Total Fixed Assets</b>	1,500.00
<b>Other Assets</b>	
Inventory AND	5,071.00
Inventory No Fear Energy	13,672.00
Inventory Other	2,156.00
Inventory Road Kill	14,124.00
<b>Total Other Assets</b>	35,023.00
<b>TOTAL ASSETS</b>	<b>42,784.00</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	2,420.00
<b>Total Accounts Payable</b>	2,420.00
<b>Total Current Liabilities</b>	2,420.00
<b>Total Liabilities</b>	2,420.00
<b>Equity</b>	
Paid in Capital	7,500.00
Retained Earnings	14,826.00
Net Income	18,038.00
<b>Total Equity</b>	40,364.00
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>42,784.00</b>

**V Group Distributing**  
**Profit & Loss**  
January through December 2016P

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	Jan - Dec 16
Ordinary Income/Expense	
Income	
Sales Income AND	38,870.00
Sales Income No Fear	56,938.00
Sales INcome Other	46,397.00
Sales Income Road Kill	110,736.00
	<hr/>
Total Income	252,941.00
Cost of Goods Sold	
Cost of AND	28,075.00
Cost of No Fear	44,347.00
Cost of Other	36,617.00
Cost of Road Kill	74,730.00
	<hr/>
Total COGS	183,769.00
Gross Profit	69,172.00
Expense	
Car/Truck Expense	
Gas	15,453.00
Registration & License	2,290.00
Repairs & Maintenance	1,160.00
	<hr/>
Total Car/Truck Expense	18,903.00
Casual Labor	2,240.00
Insurance	5,000.00
Rent	18,000.00
Repairs and Maintenance	3,102.00
Utilities	3,889.00
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Total Expense	51,134.00
Net Ordinary Income	18,038.00
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Net Income	<b>18,038.00</b>
	<hr/>

**V Group Distributing**  
**Statement of Cash Flows Unaudited**  
Period Ended December 31, 2016

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	<u>Jan - Dec 16</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	18,038.00
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	9,282.00
Accounts Payable	-9,940.00
	<hr/>
Net cash provided by Operating Activities	17,380.00
<b>INVESTING ACTIVITIES</b>	
Inventory AND	-3,160.00
Inventory No Fear Energy	-11,783.00
Inventory Other	-418.00
Inventory Road Kill	-6,994.00
	<hr/>
Net cash provided by Investing Activities	-22,355.00
<b>FINANCING ACTIVITIES</b>	
Paid in Capital	7,500.00
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Net cash provided by Financing Activities	7,500.00
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Net cash increase for period	2,525.00
Cash at beginning of period	188.00
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Cash at end of period	<b><u>2,713.00</u></b>

**Pretty Berry Ice Cream**  
**Balance Sheet**  
As of December 31, 2016

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	<u>Dec 31, 16</u>
<b>ASSETS</b>	
Fixed Assets	
Furniture and Equipment	
Dodge Van	1,685.00
Freezer	1,262.00
Total Furniture and Equipment	<u>2,947.00</u>
Total Fixed Assets	2,947.00
Other Assets	
Cash	1,196.88
Inventory Candy	150.00
Inventory Ice Cream	1,004.00
Total Other Assets	<u>2,350.88</u>
<b>TOTAL ASSETS</b>	<b><u>5,297.88</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Paid In Capital	656.00
Retained Earnings	3,326.00
Net Income	1,315.88
Total Equity	<u>5,297.88</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>5,297.88</u></b>

**Pretty Berry Ice Cream**  
**Profit & Loss Statement**  
January through December 2016

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	Jan - Dec 16
Ordinary Income/Expense	
Income	
Ice Cream Revenue	6,176.49
Total Income	6,176.49
Cost of Goods Sold	
COG Ice Cream	2,808.73
Total COGS	2,808.73
Gross Profit	3,367.76
Expense	
Automobile Expense	
Gas Expense	1,740.80
Maintenance	311.08
Total Automobile Expense	2,051.88
Total Expense	2,051.88
Net Ordinary Income	1,315.88
Net Income	<b>1,315.88</b>

**Pretty Berry Ice Cream**  
**Statement of Cash Flows**  
January through December 2016

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	<u>Jan - Dec 16</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	1,315.88
Net cash provided by Operating Activities	1,315.88
<b>INVESTING ACTIVITIES</b>	
Cash	-376.88
Inventory Ice Cream	-664.00
Net cash provided by Investing Activities	-1,040.88
<b>FINANCING ACTIVITIES</b>	
Paid In Capital	-275.00
Net cash provided by Financing Activities	-275.00
Net cash increase for period	0.00
Cash at end of period	<u><u>0.00</u></u>

**Pretty Berry Ice Cream**  
**Balance Sheet**  
As of December 31, 2015

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	<u>Dec 31, 15</u>
<b>ASSETS</b>	
Fixed Assets	
Furniture and Equipment	
Dodge Van	1,685.00
Freezer	1,262.00
Total Furniture and Equipment	<u>2,947.00</u>
Total Fixed Assets	2,947.00
Other Assets	
Cash	820.00
Inventory Candy	150.00
Inventory Ice Cream	340.00
Total Other Assets	<u>1,310.00</u>
<b>TOTAL ASSETS</b>	<b><u>4,257.00</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Paid In Capital	931.00
Net Income	3,326.00
Total Equity	<u>4,257.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>4,257.00</u></b>



**Pretty Berry Ice Cream**  
**Profit & Loss Statement**  
January through December 2015

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	Jan - Dec 15
Ordinary Income/Expense	
Income	
Ice Cream Revenue	9,901.43
Total Income	9,901.43
Cost of Goods Sold	
COG Ice Cream	4,523.55
Total COGS	4,523.55
Gross Profit	5,377.88
Expense	
Automobile Expense	
Gas Expense	1,740.80
Maintenance	311.08
Total Automobile Expense	2,051.88
Total Expense	2,051.88
Net Ordinary Income	3,326.00
Net Income	<b>3,326.00</b>

**Pretty Berry Ice Cream**  
**Statement of Cash Flows**  
January through December 2015

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	Jan - Dec 15
<b>OPERATING ACTIVITIES</b>	
Net Income	3,326.00
Net cash provided by Operating Activities	3,326.00
<b>INVESTING ACTIVITIES</b>	
Cash	-820.00
Inventory Candy	-150.00
Inventory Ice Cream	-340.00
Net cash provided by Investing Activities	-1,310.00
<b>FINANCING ACTIVITIES</b>	
Paid In Capital	-2,016.00
Net cash provided by Financing Activities	-2,016.00
Net cash increase for period	0.00
Cash at end of period	<b>0.00</b>

## **Notes to Financial Statements**

*As of December, 31 2016*

### **Convertible Debt:**

On February 14, 2014, Company issued a convertible promissory note for \$4,500.00 with interest of 6% per year. The note is payable on demand March 14, 2015. In the event the note is not paid prior to the demand date, the holder of the note may convert the outstanding principle and interest into common shares of the Company. On February 14, 2014, a payment was made on behalf of the Company by La Jolla IPO for legal fees. The entry of the date of this note was reported incorrectly by the Company in the Year End Financials. It was previously reported as March 14, 2014. The note was not reported by the Company on the 2014 Year End Financial Statements due to the fact that the funds were not received directly by the Company.

On March 25, 2014, Company issued a convertible promissory note for \$1480.00 with interest of 5% per year. The note is payable on demand March 25, 2015. In the event the note is not paid prior to the demand date, the holder of the note may convert the outstanding principle and interest into common shares of the Company. On March 25, 2014, a payment was made on behalf of the Company by La Jolla IPO for Transfer Agent fees. The note was not reported by the Company on the 2014 Year End Financial Statements due to the fact that the funds were not received directly by the Company.

On May 14, 2014, Company issued a convertible promissory note for \$12,500.00 with interest of 1% per month to Liquid Management. The note is payable on demand May 14, 2015. In the event the note is not paid prior to the demand date, the holder of the note may convert the outstanding principle and interest into common shares of the Company.

On March 25, 2015, Company issued a convertible promissory note for \$5000.00 with interest of 6% per year to Matthew Bush. The note is payable on demand March 25, 2016. In the event the note is not paid prior to the demand date, the holder of the note may convert the outstanding principle and interest into common shares of the Company.

On April 18, 2015, Company issued a convertible promissory note for \$5000.00 with interest of 1% per month to Lonny Brothers. The note is payable on demand April 18, 2016. In the event the note is not paid prior to the demand date, the holder of the note may convert the outstanding principle and interest into common shares of the Company.

On June 24, 2015, Company issued a convertible promissory note for \$4500.00 with interest of 6% per year to Liquid Management Inc. The note is payable on demand June 24, 2016. In the event the note is not paid prior to the demand date, the holder of the note may convert the outstanding principle and interest into common shares of the Company.

On August 4, 2015, Company issued a convertible promissory note for \$6000.00 with interest of 6% per year to La Jolla IPO Inc. The note is payable on demand August 4, 2016. In the event the note is not paid prior to the demand date, the holder of the note may convert the outstanding principle and interest into common shares of the Company.

END OF NOTES TO FINANCIAL STATEMENTS

## **Item 6. Issuer's Business, Products, and Services**

V Group, Inc. is a for-profit stock corporation registered in the State of Oklahoma with its headquarters located in San Diego, California. V Group, Inc. is primarily a manufacturer of consumer beverage products, dedicated to developing creating, marketing, and manufacturing the very best in innovative beverage products aimed at a constantly evolving consumer. V Group, Inc. also intends to assist in the incubation and development of other business opportunities related and unrelated to the beverage industry to maximize value and opportunity for shareholders.

V Group, Inc. developed its "flagship" Antioxidant Nutritional Drink brand "and" to take advantage of the gap left in the "trendsetter" group of the consumer beverage market. V Group, Inc., manufactures 4 extremely refreshing natural flavors of its "and" beverage brand, Outrageous Orange, Powerful Purple, Raw Green and Love Red conveniently packaged in a sleek 16 ounces longneck PET plastic bottle. All natural flavors of "and" efficiently deliver a healthy boost of, vitamins, and protective antioxidants in one delicious drink at any time of the day. As the success of the "flagship" brand and grows the V Group intends to expand to branch products such as and energy shot, etc.

V Group is committed to taking advantage of a unique and readily available distribution base and is poised to design the next evolution in the beverage market.

- To develop, create and market the best beverage products available to the consumer;
- To assemble a team of professionals with a proven track record of success both in and out of the beverage industry;
- To maximize revenues and profitability for its investors, shareholders and partners;

Our products are intended to have exceptional quality, fit, function and style for the discriminatory customer and will be manufactured in the United States.

On June 15, 2016, the Company acquired the entire operations of Pretty Berry Ice Cream located in Vista California. Pretty Berry Ice Cream is an ice cream distribution company that operates in North County San Diego California. The Company will be adding Pretty Berry's operations with V Group Distributing's operations in the effort of adding revenue and value to V Group, Inc.

V Group will be streamlining Pretty Berry Ice Cream's operations with the possibility of developing the business model for expansion and franchising in other locations across America.

The Company will be taking over operations of Pretty Berry Ice Cream in July, 2016.

On June 15, 2016, the Company agreed to pursue and develop another business model called White Car. White Car will be developed for the purpose of leasing quality used cars to a lower income clientele.

The concept is simple. White Car will be leasing automobiles to people in need of reliable transportation but can't afford the cost of a new or used car. White Car will lease the auto to the person for 1 year. The client must supply the first month's lease payment plus a small security deposit. The payment will be automatically removed from the client's checking account. In the case of default by the client, the auto will be equipped with an engine disabling device rendering the car un-drivable.

The business model is to purchase reliable automobiles at the lower end of their depreciation scale at a lower price. Lease the auto to a qualified person for 1 year creating a constant cash flow. At the end of the year, White Car can renew the lease on the auto to the same person, lease the auto to another person or sell the auto for a profit.

The Company intends to commence operation of White Car August, 2016.

Primary and Secondary SIC Codes

Primary SIC Code: 5960

Issuers Fiscal Year End Date

The Issuer's fiscal year end is December 31.

**ITEM 7. ISSUER'S FACILITIES**

The Issuer's primary address is 7668 El Camino Real, Suite #104-166 Carlsbad, CA 92009. The Issuer rents this facility for the purpose of coordinating the day-to-day operations.

Production of products is conducted on a contract packing basis. Primary co-packing is currently conducted in Riverside California with plans to contract with facilities on the East Coast.

**ITEM 8. OFFICERS, DIRECTORS AND CONTROL PERSONS**

A. Officers and Directors

**Lawrence Twombly** President, Chairman/CEO, CFO /Treasurer and Director

**Dawn Norby** Secretary and Director

B. Involvement in Certain Legal Proceedings

None of the officers, directors, promoters, or control persons of the Issuer has been involved in the past five (5) years in any of the following:

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

(2) The entry of an order, judgment, or decree, not subsequently reverse, 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 bank activities;

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

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

C. Beneficial Shareholders

The name, address and shareholdings of all persons beneficially owning more than ten percent (10%) of any class of the Company's equity securities and officers and directors of the Company as of December 31, 2016 based on 1,294,017,000 shares issued and outstanding, are:

<b>Common Shares Directly Owned</b>		<b>% of Ownership</b>
Lawrence Twombly 3425 Circulo Adorno Carlsbad, CA 92009 "" Director	592,650,000	45.80%
Dawn Norby 3425 Circulo Adorno Carlsbad, CA 92009 "" Director	36,015,000	0.028%
<b>Series "A" Preferred Shares Owned</b>		<b>% of Ownership</b>
James B. Frack 10 Kenilworth Court Lombard, IL 60148	20,000,000	100.00%



**Special Meeting of the Board of Directors**

**Purpose:** To finalize the terms of purchase of Pretty Berry Ice Cream Distribution.  
**Date:** 11/01/2016  
**Time:** 5:45 PM  
**Place:** 2506 S. Santa Fe Ave, Vista, Ca 92084

The following Directors were present, constituting a quorum:

V Group, Inc.	Lawrence Twombly President
	Dawn Norby Director
Pretty Berry Ice Cream:	Peter Bellin Owner/President

At 6:00PM Lawrence Twombly called the meeting to order. The topic discussed was the purchase of Pretty Berry Ice Cream Distribution including the terms and compensation.

After inspection of all necessary documents provided by Pretty Berry Ice Cream (Acquisition) to the officers of V Group, Inc. (Company), the two parties agreed upon a suitable transfer of business and assets from the Acquisition to The Company.

**Resolved:** With the unanimous approval of the Board of Directors of V Group Inc., V Group, Inc has agreed to the immediate purchase of the business entity known as Pretty Berry Ice Cream.

**Terms:** V Group, Inc. agrees to pay the sum, in common stock, equal to the amount of \$30,000.00 at the close of business on Tuesday 11/01/2016. The closing price of V Group, Inc. on 11/01/2016 is \$.0002 per share. The total number of restricted common V Group, Inc. shares used to be issued is 150,000,000.

The effective date of acquisition will be **11/15/2016**.

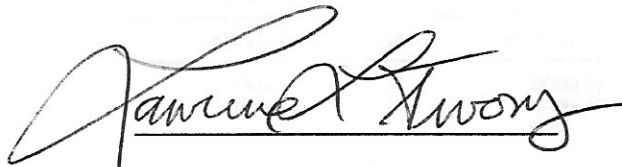
V Group, Inc. will receive all assets of Pretty Berry Ice Cream on effective date.

V Group, Inc. and Pretty Berry Ice Cream agree that the compensation will be disbursed after Finra rules on Corporate Action as it pertains to the issuance of Fernhill shares to V Group shareholders.

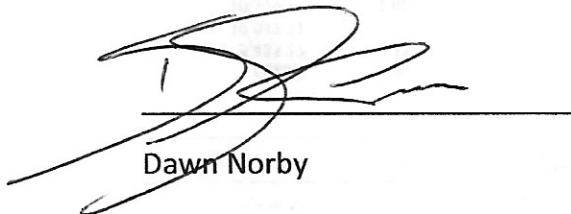
Once V Group, Inc. takes possession of Pretty Berry Ice Cream, the physical location of Pretty Berry Ice Cream will be re-located with the intention of sharing the physical location of V Group Distributing.

After concluding the business at hand, the Chairman asked if any other business was needed. It was determined by all parties that no other business was to be discussed at this Special Meeting.

V Group, Inc.

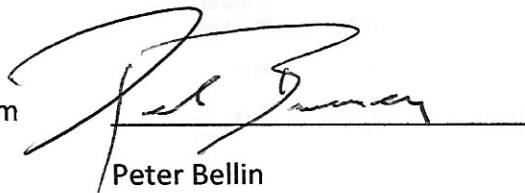


Lawrence Twombly



Dawn Norby

Pretty Berry Ice Cream



Peter Bellin



## CONSULTING AGREEMENT

This Consulting Agreement is entered into as of the 1st day of January 2016, by and between

<b>CONSULTANT:</b> Edward Monet President of Imperial B Venture, LLC. 7514 Girard Ave. #1440 La Jolla Ca. 92037 Attention: Edward Monet <a href="mailto:monarchadvisor@gmail.com">Email: monarchadvisor@gmail.com</a>	<b>COMPANY:</b> V Group, Inc. 3425 Circulo Adorno Carlsbad, Ca. 92009 Attention: Lawrence Twombly <a href="mailto:Buzz.twombly@gmail.com">Buzz.twombly@gmail.com</a>
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1. The Company hereby engages Consultant, on a non-exclusive basis, to render consulting services described in Exhibit "A" attached hereto and made a part hereof. Consultant hereby accepts such engagement and agrees to render such consulting services throughout the term of this Agreement. Consultant agrees that it shall be responsible for all expenses incurred in its performance hereunder. It is further agreed that Consultant shall have no authority to bind the Company to any contract or obligation or to transact any business in the Company's name or on behalf of the Company, in any manner. The parties intend that Consultant shall perform its services required hereunder as an independent contractor, and nothing contained herein shall be construed to constitute the parties as partners or joint venturers.

2. The term of this Agreement shall commence upon the mutual execution of this Agreement and shall continue for 3 years. The Company and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

3. In consideration of the services to be performed by Consultant, the Company agrees to deliver the consideration described in Exhibit "B" attached hereto and made a part hereof.

4. All notices hereunder shall be in writing and addressed to the party at the address herein set forth, or at such other address as to which notice pursuant to this section may be given, and shall be given by personal delivery, by certified mail (return receipt requested), Express Mail or by national or international overnight courier. Notices will be deemed given upon the earlier of actual receipt of three (3) business days after being mailed or delivered to such courier service. Notices shall be addressed to the other party at the address last known by the notifying party.

5. The Company represents and warrants to Consultant that:

A. The Company will cooperate fully and timely with Consultant to enable Consultant to perform its obligations hereunder.

- B. The execution and performance of this Agreement by the Company has been duly authorized by the Board of Directors of the Company.
- C. The performance by the Company of this Agreement will not violate any applicable court decree, law or regulation, nor will it violate any provisions of the organizational documents of the Company or any contractual obligation by which the Company may be bound.

6. Consultant represents and warrants to the Company that the execution and performance of this Agreement by Consultant has been duly authorized by the Board of Directors of the Consultant.

7. Miscellaneous\_

- A. This Agreement is not assignable in whole or in any part, and shall be binding upon the parties, their representatives, successors or assigns\_
- B. This Agreement may be executed in multiple counterparts which shall be deemed an original. It shall not be necessary that each party execute each counterpart, or that any one counterpart be executed by more than one party, if each party executes at least one counterpart\_
- C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- D. In the event of a dispute between the parties arising out of this Agreement, both Consultant and the Company agree to submit such dispute to arbitration before the American Arbitration Association (the "Association") at its Las Vegas, Nevada offices, in accordance with the then-current rules of the Association; the award given by the arbitrators shall be binding and a judgment may be obtained on any such award in any court of competent jurisdiction. It is expressly agreed that the arbitrators, as part of their award, may award attorneys' fees to the prevailing party.

CONSULTANT:

COMPANY:


IBRE, Incorporated

V Group, Inc.



By: Lawrence Twombly

By: \_\_\_\_\_

la krLA0 t-1t 

**Name:** Edward Monet

Pi-esident

Title: President

## EXHIBIT "A"

### I. Description of Services

- (1) Company shall determine the scope of the work to be performed, but Consultant shall have the ability to select the means, manner and method of performing these services. Consultant shall have the right to perform the projects in such manner as Consultant deems appropriate. Consultant further shall have the right to dictate his hours of work, his reporting time, as well as how much work to perform on-site. Consultant, however, agrees to use his best efforts to promote Company's interests, and to give Company the benefit of his experience, knowledge, and skills. Consultant undertakes to perform services in a timely and professional manner and to devote such time, attention and skill to his duties under this Agreement as may reasonably be necessary to ensure the performance of the Services. The Consultant represents and warrants to the Company that the Consultant has the required skills and experience to perform the duties and exercise the responsibilities required of the Consultant as an investor relations consultant. In carrying out these duties and responsibilities, the Consultant shall comply with all lawful and reasonable instructions as may from time to time be given by officers and directors of the Company.
- (2) The Consultant specifically agrees to act in an advisory and consultative capacity only in respect of the following areas of responsibility:
  - (a) To develop a database of individual persons, attorneys, financial institutions or other such groups (hereinafter referred to as the "Contacts") potentially interested in receiving information relating to the Company and making efforts to efficiently provide information that is requested and that is non-confidential.
  - (b) To provide Contacts that will guide in the preparation, writing and dissemination press releases, corporate updates and reports, should the Company request such assistance;
  - (c) To assist shareholders with paperwork, third part advice, and broker relations
  - (d) The Consultant shall consult with the Company's management concerning availability of financing alternatives and sources.
- (3) Nothing herein shall be deemed to preclude Company from retaining the Services of other persons or entities undertaking the same or similar services as those undertaken by Consultant hereunder or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services.

## ITEM 11. THIRD PARTY PROVIDERS

### Counsel

Randall J. Lanham  
LANHAM & LANHAM, LLC  
28562 Oso Parkway, Unit D  
Rancho Santa Margarita CA 92688  
(949) 933-1964

Accountant or Auditor      None

Investor Relations Consultant:      None

Other Advisors: None

## ITEM 12. ISSUER CERTIFICATION

I, Lawrence Twombly, President, Chief Executive Officer and Chief Financial Officer certify

that: I have reviewed this quarterly disclosure statement of V Group, Inc.:

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

Date: August 10, 2016

Signature:      /s/ Lawrence Twombly

Lawrence Twombly  
President, Chief Executive Officer  
and Chief Financial Officer