ISSUER INFORMATION DISCLOSURE

HOLLUND INDUSTRIAL MARINE, INC.

(a Washington Corporation)

107-417 477 Peace Portal Drive
Blaine, WA 98230

2014 QUARTERLY REPORT

For the period ended September 30, 2014

December 5, 2014

HOLLUND INDUSTRIAL MARINE, INC.

December 5, 2014

Information required for compliance with the provisions of the
OTC Markets Group Inc. (f/k/a Pink Sheets, LLC)
OTC Pink Basic Disclosure Guidelines
(Version 1.1 – April 25, 2013)

The following information specifies forward-looking statements of our management; this Issuer Information Statement contains certain “forward-looking statements” (as such term is defined in Section 21E of the Securities Exchange Act of 1934, as amended). These statements reflect our current expectations regarding our possible future results of operations, performance, and achievements. These forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, regulation of the Securities and Exchange Commission, and common law.

Wherever possible, we have tried to identify these forward-looking statements by using words such as “anticipate,” “believe,” “estimate,” “expect,” “plan,” “intend,” and similar expressions. These statements reflect our current beliefs and are based on information currently available to us. Accordingly, these statements are subject to certain risks, uncertainties, and contingencies, which could cause our actual results, performance, or achievements to differ materially from those expressed in, or implied by, such statements. These risks, uncertainties and contingencies include, without limitation, the factors set forth under “Item VI Describe the Issuer’s Business, Products and Services.” We have no obligation to update or revise any such forward-looking statements that may be made to reflect events or circumstances after the date of this Issuer Information Disclosure.

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management makes estimates and assumptions that affect the reported amounts of assets and liabilities in the balance sheet and revenue and expenses in the statement of operations. Actual results could differ from those estimates. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of financial position and the results of operations for the interim periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year.

Item I **Name of the issuer and its predecessors (if any).**

The exact name of the Issuer is HOLLUND INDUSTRIAL MARINE, INC. (the “Issuer” or “Company”).

Other than listed above, the Issuer has used the following names in the past five years:
Formerly = Hollund Industrial, Inc. until 8-2008
Formerly = Carver Corp. until 11-07

Item II **Address of the issuer's principal executive offices.**

Company Headquarters

107-417 477 Peace Portal Drive
Blaine, WA 98230
Phone: (707) 659-6631
Fax: (604) 534-8118

E-mail: info@hollundindustrial.com
Website: http://www. hollundindustrial.com

IR Contact

107-417 477 Peace Portal Drive
Blaine, WA 98230
Phone: (707) 659-6631
Fax: (604) 534-8118

E-mail: ir@hollundindustrial.com

Item III **Security Information.**

The Issuer has authorized four classes of securities: one class of common stock and three classes of preferred stock.

(1) Common Stock

Trading Symbol:		HIMR		
Exact title and class of securities outstanding:		Common Stock		
CUSIP:		435730304		
Par or Stated Value:		$0.000001		
Total shares authorized:		250,000,000	as of:	September 30, 2014
Total shares outstanding:		4,999,904	as of:	September 30, 2014

(2) Preferred A Stock

Trading Symbol:		-none-		
Exact title and class of securities outstanding:		Preferred A Stock		
CUSIP:		-none-		
Par or Stated Value:		$0.000001		
Total shares authorized:		2,000,000	as of:	September 30, 2014
Total shares outstanding:		2	as of:	September 30, 2014

(3) Preferred B Stock

Trading Symbol:		-none-		
Exact title and class of securities outstanding:		Preferred B Stock		
CUSIP:		-none-		
Par or Stated Value:		$0.001		
Total shares authorized:		10,000,000	as of:	September 30, 2014
Total shares outstanding:		0	as of:	September 30, 2014

(4) Preferred C Stock

Trading Symbol:		-none-		
Exact title and class of securities outstanding:		Preferred C Stock		
CUSIP:		-none-		
Par or Stated Value:		$0.000001		
Total shares authorized:		10,000,000	as of:	September 30, 2014
Total shares outstanding:		26,082	as of:	September 30, 2014

Transfer Agent
Transfer Online, Inc.
512 SE Salmon Street
Portland, OR 97214

Phone: (503) 227-2950
Facsimile: (503) 227-6874

Transfer Online, Inc. is registered under the Federal Exchange Act, and as such is regulated by the Securities and Exchange Commission, in conjunction with FINRA.

List any restrictions on the transfer of security:

None

Describe any trading suspension orders issued by the SEC in the past 12 months:

None

List any stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months

The Issuer has effectuated a reverse stock split (1:5000) of the Issuers common stock.

Item IV Issuance History.

1. During April 2011, the Company entered into an agreement to convert 700,000 shares of the former Series B Preferred Stock into Series C Preferred Stock. The Series B Preferred Stock was originally issued by the Company as partial payment on the debt owed for the HIRS acquisition. The number of shares issuable upon the conversion of the preferred is limited to 4.9 percent in beneficial ownership by the former shareholder of Series B Preferred Stock. The estimated value of the shares is $1,400,000.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for 700,000 shares of Series C Preferred Stock to be issued;
    e. The agreement called for the cancelation of the shareholder's Series B Preferred Stock in exchange for newly issued Series C Preferred Stock. The Issuer received no proceeds;
    f. The Series C Preferred Stock are not publicly traded however, convert into restricted common shares at a fixed conversion price of $0.000001 per share;
    g. The preferred shares issued under this agreement contain the appropriate restrictive legend.

2. During July 2012, the Company entered into a $32,500 Convertible Note Agreement with Vert Capital LLC, a Florida limited liability company. The convertible note agreement bears interest at 10 percent and has a July 23, 2013 maturity date. The note may be repaid in whole or in part any time prior to maturity. Any amount of principal or interest due under the note, which is not paid when due will bear interest at 12 percent per annum from the due date thereof until the amount is paid in full. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price, which approximates a 50% discount to market price;
    e. The Issuer received proceeds of $32,500;
    f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
    g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.

3. During August 2012, the Company entered into a $50,000 Line of Credit Agreement with Ajene Watson, LLC, a New York limited liability company. The line of credit agreement bears interest at 10 percent and has a December 31, 2013 maturity date. Accrued interest is payable on a quarterly basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 15 percent until paid in full.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for conversion into restricted common shares on any outstanding balance after the Maturity Date;
    e. As of September 30, 2014, advances under the line of credit and accrued interest were approximately $50,000 and $9,200, respectively;
    f. The Line of Credit Agreement is not publicly traded however, outstanding amounts owed can only convert into common shares after the Maturity Date;
    g. The Line of Credit Agreement and any shares issued under this agreement contain the appropriate restrictive legend.

4. During June 2013, the Company entered into a $350,000 Line of Credit Agreement with Vera Group, LLC, a New York limited liability company. The line of credit agreement bears interest at 12 percent and has a November 30, 2014 maturity date. Accrued interest is payable on a quarterly basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 17 percent until paid in full. As of the date of this report, there have been two (2) drawdown's totaling $30,000 under this facility identified herein below as Item IV 6 and 7.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for conversion into restricted common shares on any outstanding balance after the Maturity Date;
    e. As of September 30, 2014, advances under the line of credit and accrued interest were approximately $30,000 and $4,600, respectively;
    f. The Line of Credit Agreement is not publicly traded however, outstanding amounts owed can only convert into common shares after the Maturity Date;
    g. The Line of Credit Agreement and any shares issued under this agreement contain the appropriate restrictive legend.

5. During July 2013, the Company entered into a $75,000 Line of Credit Agreement with Ajene Watson, LLC, a New York limited liability company. The line of credit agreement bears interest at 10 percent and has a December 31, 2014 maturity date. Accrued interest is payable on a

quarterly basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 15 percent until paid in full.

a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
b. The transaction was unregistered;
c. The transaction was executed via a private agreement and not a public offering;
d. The agreement called for conversion into restricted common shares on any outstanding balance after the Maturity Date;
e. As of September 30, 2014, advances under the line of credit and accrued interest were approximately $67,500 and $8,500, respectively;
f. The Line of Credit Agreement is not publicly traded however, outstanding amounts owed can only convert into common shares after the Maturity Date;
g. The Line of Credit Agreement and any shares issued under this agreement contain the appropriate restrictive legend.

6. During July 2013, the Company entered into a $15,000 Convertible Note Agreement with Star City Capital LLC, a New York limited liability company, pursuant to the Line of Credit Agreement with Vera Group LLC dated June 25, 2013. The convertible note agreement bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in part any time. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50% discount to market. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock.

   a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
   b. The transaction was unregistered;
   c. The transaction was executed via a private agreement and not a public offering;
   d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price after the Maturity Date;
   e. The Issuer received proceeds of $15,000;
   f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
   g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.

7. During July 2013, the Company entered into a $15,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company, pursuant to the Line of Credit Agreement with Vera Group LLC dated June 25, 2013. The convertible note agreement bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in part any time. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50% discount to market. The number of common shares issuable

upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock.

a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
b. The transaction was unregistered;
c. The transaction was executed via a private agreement and not a public offering;
d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price after the Maturity Date;
e. The Issuer received proceeds of $15,000;
f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.

8. During August 2013, the Company entered into a $10,500 Convertible Note Agreement with Antonio O. Santos, an individual. The convertible note agreement bears interest at 18 percent and has a maturity date of December 20, 2013. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50% discount to market. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. As an inducement, the Company (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.0025 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.0015 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession and (v) issued 28,000,000 restricted shares of the Company's common stock.

   a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
   b. The transaction was unregistered;
   c. The transaction was executed via a private agreement and not a public offering;
   d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price;
   e. The Issuer received proceeds of $10,500;
   f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
   g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.

9. During September 2013, the Company entered into a $25,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company. The convertible note agreement bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in

part any time. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50% discount to market. The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. As an inducement, the Company (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.0625 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.2755 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession and (v) issued 62,500,000 restricted shares of the Company's common stock.

a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
b. The transaction was unregistered;
c. The transaction was executed via a private agreement and not a public offering;
d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price after the Maturity Date;
e. The Issuer received proceeds of $25,000;
f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.

10. During October 2013, the Company entered into a $25,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company. The convertible note agreement bears interest at 18 percent and has no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

    As additional inducement for the Lender to enter into the agreement, the Company will (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.625 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.75 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession, and (v) issue 62,500,000 restricted shares of the Company's common stock.

    The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;

b. The transaction was unregistered;
c. The transaction was executed via a private agreement and not a public offering;
d. The agreement called for conversion, at the investors' sole discretion, into restricted common shares at a variable conversion price after the Maturity Date;
e. The Issuer received proceeds of $25,000;
f. The Note Agreement is not publicly traded however, can convert into restricted common shares;
g. The Note Agreement and any converted shares issued under this agreement contain the appropriate restrictive legend.

11. During the three-month period ended June 30, 2014 and the year ended December 31, 2013, the Company was advanced $34,900 and $235,700, respectively, from a shareholder of Hollund Industrial Robotics Inc. ("HIRS"). During the three-month period ended June 30, 2014, the Company repaid $2,400 of such advances. Effective July 1, 2013, the advances bear interest at 10 percent and have no set maturity date. As the Company anticipates repayment of such costs before after October 1, 2014, the note payable is classified as short term in the balance sheet.

    As of September 30, 2014 and December 31, 2013, the Company's unpaid advances were approximately $491,400 and $382,000, respectively, and accrued interest was $44,900 and $25,000, respectively.

12. During the June 2012, the Company and the shareholder of HIRS reached an agreement whereby, the Company agreed to reimburse the shareholder of HIRS for any corporate start-up costs he incurred ($720,859). The convertible note agreement has a set maturity date of April 23, 2015. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. Effective July 1, 2013, the advances bear interest at 10%.

    During the three-month period ended September 30, 2014 the holders of the note converted $37,500 of principal into 801,605,600 common shares.

    During the three-month period ended September 30, 2014 the holders of the convertible note converted $80,000 of principal into 1,296,009,600 common shares.

    During the three-month period ended September 30, 2014, the holders of the note did not convert any principal into common shares.

    As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $603,400 and $712,100, respectively, net of $-0- and $8,000 unamortized discount, and accrued interest was $48,500 and $35,000, respectively.

13. During April 2012, the Company agreed to convert accrued officer compensation to a convertible note. The convertible note agreement does not bear interest and has no fixed maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the

investors' sole discretion, into common shares at a variable conversion price, which approximates a 30 percent discount to the bid market price over the last 20 trading days.

During the three-month period ended March 31, 2014, the holder of the convertible note converted $35,000 of principal into 500,000,000 common shares.

During the three-month period ended June 30, 2014 the principal balance was reduced by a $3,000 cash payment and the holder of the note did not convert any principal balance into common shares.

During the three-month period ended September 30, 2014 the principal balance was not reduced and the holder of the note did not convert any principal balance into common shares.

As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $133,700 and $116,500, respectively, net of $45,200 and $99,500 unamortized discount, respectively.

14. During the three-month period ended September 30, 2013, the Company purchased at $-0- cost, 1,328,300,000 shares of capital stock which the Company put in treasury and then cancelled as of September 30, 2013.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for the return of the shares to treasury;
    e. The Issuer received no proceeds;
    f. The agreement is not publicly traded;
    g. N/A.

15. During February 2014, the Company entered into a Consulting Agreement with The Industrial Hemp and Medical Marijuana Consulting Company, Inc., a Nevada Corporation. The agreement calls for 1,342,404,127 shares of the Company's restricted common stock to be issued as consideration.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for restricted common shares to be issued;
    e. The Issuer received no proceeds;
    f. The agreement is not publicly traded;
    g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

16. During February 2014, the Company entered into a Consulting Agreement with Frank Van Vranken, a natural person. The agreement calls for 100,000,000 shares of the Company's restricted common stock to be issued as consideration.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for restricted common shares to be issued;
    e. The Issuer received no proceeds;
    f. The agreement is not publicly traded;
    g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

17. During February 2014, the Company entered into a Consulting Agreement with Tony Fernandez, a natural person. The agreement calls for 100,000,000 shares of the Company's restricted common stock to be issued as consideration.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for restricted common shares to be issued;
    e. The Issuer received no proceeds;
    f. The agreement is not publicly traded;
    g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

18. During February 2014, the Company entered into a Consulting Agreement with Michael Lacy, a natural person. The agreement calls for 100,000,000 shares of the Company's restricted common stock to be issued as consideration.

    a. The agreement was entered into pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for restricted common shares to be issued;
    e. The Issuer received no proceeds;
    f. The agreement is not publicly traded;
    g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

19. During March 2014, the Company issued 50,000,000 shares of the Company's restricted common stock to the David Weiss Revocable Trust, a natural person, pursuant to a Stock Purchase Agreement.

    a. The restricted common stock was issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for restricted common shares to be issued;
    e. The Issuer received $350;
    f. The agreement is not publicly traded;
    g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

20. During March 2014, the Company issued 150,000,000 shares of the Company's restricted common stock to Dana Dabney, a natural person, pursuant to a Stock Purchase Agreement.

    a. The common stock was issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for restricted common shares to be issued;
    e. The Issuer received $350;
    f. The agreement is not publicly traded;
    g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

21. During March 2014, the Company issued 100,000,000 shares of the Company's restricted common stock to Wayne Ballard, a natural person, pursuant to a Stock Purchase Agreement.

    a. The common stock was issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
    b. The transaction was unregistered;
    c. The transaction was executed via a private agreement and not a public offering;
    d. The agreement called for restricted common shares to be issued;
    e. The Issuer received $350;
    f. The agreement is not publicly traded;
    g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

22. During April 2014, the Company issued 100,000,000 shares of the Company's restricted common stock to Henry Geniale, a natural person, pursuant to a Stock Purchase Agreement.

a. The common stock was issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
b. The transaction was unregistered;
c. The transaction was executed via a private agreement and not a public offering;
d. The agreement called for restricted common shares to be issued;
e. The Issuer received $350 in July 2014;
f. The agreement is not publicly traded;
g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

23. During the three-month period ended September 30, 2014, the Company issued 12 shares of the Company's Class C preferred stock to Chris Narver, a natural person, pursuant to a Stock Purchase Agreement.

a. The Class C preferred stock was pursuant to Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder;
b. The transaction was unregistered;
c. The transaction was executed via a private agreement and not a public offering;
d. The agreement called for restricted Class C preferred stock to be issued;
e. The Issuer received $3,000 proceeds;
f. The agreement is not publicly traded;
g. The agreement and any shares issued under the agreement contain the appropriate restrictive legend.

Item V **<u>Quarterly financial statements.</u>**

The following documents are filed under "*Exhibit 1*" and are included as part of this Disclosure:

Financial Statements of the Company as of and for the three-month period ended September 30, 2014 and the year ended December 31, 2013 :

Balance Sheet
Statement of Operations and Accumulated Deficit
Statement of Cash Flows
Notes to Financial Statements

See Attached Exhibit 1

Item VI **<u>Describe the Issuer's Business, Products and Services</u>.**

A. Description of the Issuer's business operations;

The Company offers integrated project development services and solutions focused on underwater forest management. During January 2014, the Company entered into that certain first right of refusal agreement with the owner of the patented technology entitled "Tiger-Lynk

Articulated Boom and Head" (the "Tiger-Lynk") evidenced by Canadian Patent 2,268,515 and US Patent 6,024,145 which includes all rights, title and interest to the Tiger-Lynk logo, in all formats and colors, as well as Tiger-Lynk trademarks and marketing rights. Tiger-Lynk is a machine technology designed to operate like traditional forest harvesting equipment. The robot arm is comprised of 5 booms connected by four rotary joints which is well suited for heavy construction and repair (bridges, dams, offshore platforms and rigs, pipelines, levees, etc.), forest recovery, mining, flood emergency response, diver assistance, cutting, drilling, grappling, welding, dredging, raking, heavy transport, and other remote services. The Company is not required or responsible for any ongoing development cost, build-out cost, transport cost, and/or any other cost related to the production of the Tiger-Lynk.

During August 2012, the Company signed a strategic distribution agreement with North Cal Woods Products, the nation's premiere reclaimed wood retailer and reclamation services providers for the on-site milling and distribution of wood that may be harvested by the Company.

The Company and B & B Madera S.A. ("B&B") had entered into a series of agreements which resulted in the Company's ultimate ownership of 25% (Equity Stake") of Bayano Lake Wood Products Corp. ("BLWP"). BLWP was entitled to receive 67% of the gross earnings derived from underwater timber harvesting operations at Lake Bayano (the "Project"), effectively delivering to the Company approximately 17% of the gross earnings. The continuance of this relationship was contingent however, on the patent holder of the Tiger-Lynk technology ("Technology Owner"), funding the production of the Tiger-Lynk to BLWP, on the behalf of the Company, by May 31st, 2014. If this had not occurred, B&B would have the right to either (i) return to the Company, all of the monies paid to B&B for the acquisition of the Company's 25% of BLWP, or, (ii) significantly reduce the Company's Equity Stake down to 16.75% (equivalent to approximately 11% of the gross earnings).

As of May 31st, 2014, the Technology Owner was unsuccessful in funding the production of the Tiger-Lynk. Consequently, B&B's rights to either return money to the Company, or reduce the Company's ownership, became immediately effective. In lieu of initiating either recourse, both the Company and B&B elected to restructure the business relationship as a means to create a more amenable and financially benefiting partnership.

On June 18, 2014, the Company's Senior Partner, B&B Madera S.A, received the final resolution from the Panamanian Authorities with regards to the proposed Bayano Lake Tilapia farming venture. This final resolution gives full authorization for the commencement of all aspects of the Bayano Lake timber recovery project.

On October 6th, 2014, the Company and B&B entered into a Mutual Release, whereby each party released the other of all obligations stemming from those agreements which resulted in the Company's Equity Stake in BLWP. Subsequently, the Company and B&B then entered into a Brokerage Agreement with Exclusive First Right of Refusal ("New Agreement"). The New Agreement (i) significantly expanded the Company's upside at the Bayano Project – securing for the Company, a first right ("First Right") to distribute 100% of the timber harvested at the Project, and, (ii) guaranteed to the Company a minimum volume of the Project's harvested timber for the term of the New Agreement.

On February 28, 2014, the Company signed a professional consulting services agreement with Industrial Hemp and Medical Marijuana Consulting Company, Inc. The purpose of the agreement was to explore the possibilities of incorporating the cultivation of organic hemp in aquaponics systems, as a means to apply new aquaculture and biodynamic farming practices. It was soon discovered that this was not feasible and would in no way enhance the sustainability and profitability of the Company's underwater timber recovery projects. The Company has since begun seeking to cancel the agreement with the consultant.

Demand for our services will depend in large part on the demand for wood fiber. That demand will be largely fueled by global population growth and the need for infrastructure. At the same time deforestation is consuming millions of acres of wood fiber each year. We believe these factors will increase the demand for services, expertise and products necessary to the harvesting of submerged hardwood that can potentially have a greater value than ordinary timber.

Our current exploitation and development plans are described in this disclosure document. Whether we undertake an exploitation or development project will depend on the following factors:

- availability and cost of capital;
- receipt of additional geographical data or the reprocessing of existing data;
- current and projected lumbar gas prices;
- the costs and availability of equipment supplies and personnel necessary to conduct operations;
- success or failure of activities in similar areas;
- changes in the estimates of the costs to complete our projects;
- our ability to attract other industry partners to acquire a portion of the working interests, to reduce costs and exposure to risks;
- decisions of our joint working interest owners and partners;
- defects in title or loss of any potential concessions could limit our abilities or result in significant unanticipated costs;
- decreased availability or increased costs of key equipment, supplies or commodities could decrease our profitability;
- our operations may adversely impact the environment which could result in material liabilities to us;
- we may be required to obtain governmental permits and approvals for operations, which can be a costly and time-consuming process, can result in restrictions on our operations, and may delay or prevent us from obtaining necessary permits; and
- Union represented labor may result in an increased risk of work stoppages and increased labor costs.

We will continue to gather data about our projects, and it is possible that additional information will cause us to alter our schedule or determine that a project should not be pursued. You should understand that our plans regarding our projects might change.

The Company has determined that the Company is ***not now or any time in the past*** a "shell company" as that term is defined by the Commission as per Release 33-8869, footnote 172, whereby the Company is a fully operative ongoing operation with implemented business plan, Note payables, Bank accounts, rights, etc.

B. Date and State (or Jurisdiction) of Incorporation:

The Issuer was organized under the laws of the State of Washington in 1988.

C. The issuer's primary and secondary SIC codes;

The Issuer's primary SIC Code is 3553 and its secondary SIC Code is 3559.

D. The Issuer's fiscal year end date;

The issuer's fiscal year end date is December 31.

E. Principal products or services, and their markets;

The Company offers integrated project development services and solutions for underwater natural resource industries. Our experience, services and solutions particularly focus on underwater forestry project management. These integrated project development services include resource and needs assessment, permitting, environmental and project planning, logging, milling, product branding, marketing and sales.

Estimates from 2006, places approximately 300 million trees worth in excess of $50 billion inundated by over 50,000 man-made lakes and large dam reservoirs covering over 80 million acres around the world. The company has focused in the tropical regions where a large percentage of the underwater forest contains exotic hardwood species. These trees are highly sought after in the marketplace due to their eco-friendly nature and high quality. As a result, underwater harvested wood can sell at a significant premium to comparable new wood. There is a proven market worldwide for underwater wood products including veneer, hardwood flooring, decking, siding and dimensional lumber.

The Company has a first right of refusal agreement on a patented articulated robot manipulator technology named "Tiger-Lynk" – solely where it applies to the recovery of timber from underwater environments – which is designed to operate like traditional forest "feller buncher" equipment. The robot arm is comprised of 5 booms connected by four rotary joints. When fully extended, the arm provides a maximum reach of 120 feet and work envelope of 1,100 m3.

What we believe sets the Tiger-Lynk machine system apart is the fully articulated Robot Manipulator. Tiger-Lynk robot arms offer heavy-duty construction, 7-9 degrees of freedom, and up to 50 ton lift capacity. Tiger-Lynk arms can be mounted on vessels, barges or platforms, making it convenient to integrate into existing operations. And when paired with one of Tiger-Lynk's industrial tools, you can perform a wide array of construction and recovery services- all on the same system. You can also integrate a variety of standard tool components via multi-hydraulic circuitry located at the wrist. Tiger-Lynk's design enables scalable arm configurations, with models ranging in length from 50 to 200 feet. Powerful. Versatile. Innovative. Tiger-Lynk machine systems with heavy duty RM Technology are redefining the way contractors work underwater.

Tiger-Lynk is well suited for heavy construction and repair (bridges, dams, offshore platforms and rigs, pipelines, levees, etc.), forest recovery, mining, flood emergency response, diver assistance, cutting, drilling, grappling, welding, dredging, raking, heavy transport, and other remote services.

In addition to the Company's focus on underwater forestry project management, they engaged the services of a world leading expert on industrial hemp and its market opportunities as a durable, renewable fibre. The purpose was to explore the possibilities of incorporating the cultivation of organic hemp in aquaponics systems, as a means to apply new aquaculture and biodynamic farming practices. It was soon discovered that this was not feasible and would in no way enhance the sustainability and profitability of the Company's underwater timber recovery projects. The Company has since begun seeking to cancel the agreement with the consultant.

Item VII **<u>Describe the Issuer's Facilities</u>.**

The Company owns no real estate. It currently maintains its corporate offices at 107-417 477 Peace Portal Drive, Blaine, Washington, 98230.

Item VIII **<u>Officers, Directors, and Control Persons</u>.**

<u>A – Officers and Directors</u>

(1) Peter Meier
President
107-417 477 Peace Portal Drive
Blaine, WA 98230

(2) Sheldon Romain
Vice-President
107-417 477 Peace Portal Drive
Blaine, WA 98230

<u>Directors</u>

Peter Meier
Sheldon Romain

<u>B - Legal/Disciplinary History</u> Identify whether any of the foregoing persons have in the last five years, been the subject of:

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 of the foregoing persons have been the subject of a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding.

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 a person's involvement in any type of business, securities, commodities, or banking activities;

None of the foregoing persons have been the subject of any order, judgment, or decree, that permanently or temporarily enjoined, barred, suspended or otherwise limited such a person's involvement in any type of business, securities, commodities, or banking activities

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;

None of the foregoing persons have been the subject of any 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.

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 of the foregoing persons have been the subject of any 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.

C – Beneficial Shareholders

There is one registered shareholder with 5% or more of the Company's issued and outstanding common shares not including our board of directors listed below:

Name	Number of Shares Beneficially Owned	Percent of Class (1)
Hemp, Inc. 8174 Las Vegas Blvd. S #109-367 Las Vegas, NV 89123	268,481	5.369%
Peter Meier President 107-417 477 Peace Portal Drive Blaine, WA 98230	8	0.000%
Sheldon Romain Vice-President 107-417 477 Peace Portal Drive Blaine, WA 98230	5,001	0.001%

(1) Based on 4,999,904 shares of common stock outstanding as of September 30, 2014.

Item IX **Third Party Providers.**

1. Legal Counsel

Stephen Roberts, Esq.
M. Stephen Roberts A Professional Law Corporation
2501 Nicholson Drive
Baton Rouge LA 70802
Phone: 225-389-8300
Fax: 225-389-0870
www.SteveRobertsLaw.com

2. Accountant or Auditor

Accountant:

Wong Johnson & Associates APC
41856 Ivy Street, Suite 203
Murrieta, California 92562-8805
Telephone 951-693-1120
dgj@wjacpa.com

PCAOB Auditor:

None

3. Investor Relations Consultant

None

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

None

Item X **Issuer's Certifications.**

CERTIFICATIONS

I, Peter Meier, President of Hollund Industrial Marine, Inc., hereby certify that:

1. I have reviewed this "Quarterly Company Information and Disclosure Statement" of Hollund Industrial Marine, Inc. for the period through September 30, 2014; and

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 made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as, and for, the periods presenting this disclosure statement.

Date: December 5, 2014

/s/ *Peter Meier*___________
By: Peter Meier
President

Exhibit 1

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

HOLLUND INDUSTRIAL MARINE, INC.

(Unaudited)

BALANCE SHEET

FOR THE THREE-MONTH PERIOD ENDED SEPTEMBER 30, 2014

	September 30, 2014	December 31, 2013
ASSETS		
Current assets		
Cash	$ 247	$ 373
Prepaid expenses	279,750	279,000
Total current assets	279,997	279,373
Long-term assets		
Office equipment	1,222	1,553
Total assets	$ 281,219	$ 280,926
LIABILITIES AND SHAREHOLDERS' DEFICIT		
Current liabilities		
Lines of credit with related parties	$ 170,314	$ 170,314
Convertible notes payable	227,746	182,597
Notes payable - related parties	561,971	436,860
Derivative liability	-	4,743,217
Accrued officer compensation	472,420	379,000
Accrued consulting fees	550,000	-
Accrued interest	172,414	88,081
Stock liability	112,800	7,800
Other accrued liabilities	98,960	101,113
Total current liabilities	2,366,625	6,108,982
Long-term liabilities		
Notes payable - related parties - net of current portion	603,359	712,054
Notes payable - other	54,124	69,124
Total long-term liabilities	657,483	781,178
Total liabilities	3,024,108	6,890,160
Shareholders' deficit		
Common stock	5	11,803
Class A Preferred stock	-	-
Class B Preferred stock	-	-
Class C Preferred stock	52,164	1,375,988
Additional paid-in capital	7,771,257	1,311,137
Stock receivable	(550)	(200)
Accumulated deficit	(10,565,765)	(9,306,962)
Total shareholders' deficit	(2,742,889)	(6,608,234)
Total liabilities and shareholders' deficit	$ 281,219	$ 280,926

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

HOLLUND INDUSTRIAL MARINE, INC.

(Unaudited)

STATEMENT OF OPERATIONS

'OR THE THREE-MONTH PERIOD ENDED SEPTEMBER 30, 2014

	Three Months Ended September 30, 2014	Year Ended December 31, 2013
Revenues	$ -	$ -
Operating expenses		
Officer compensation	39,000	84,800
Bank charges	155	196
Depreciation	222	887
Miscellaneous	2,980	12,864
Office expenses	623	1,678
Professional fees	249,856	175,185
Rent	600	1,400
Telephone	407	1,830
Travel and entertainment	11,686	30,172
Licenses and permits	1,071	-
Total operating expenses	306,600	309,012
	(306,600)	(309,012)
Interest expense	(2,208,941)	(4,225,535)
Interest income	-	-
Net income (loss)	$ (2,515,541)	$ (4,534,547)

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

HOLLUND INDUSTRIAL MARINE, INC.
(Unaudited)
STATEMENT OF CASH FLOWS

	Three Months Ended September 30, 2014	Year Ended December 31, 2013
Cash flows from operating activities:		
Net (loss) income	$ (2,515,541)	$ (4,534,547)
Adjustments to reconcile to net (loss) income to net cash used by operating activities:		
Derivative liability	2,156,706	4,123,708
Depreciation	222	887
Debt discount	29,459	(166,106)
Estimated value of corporate start up expenses paid by former shareholder	-	-
Estimated value of common stock issued to consultants	-	-
Estimated value of common stock issued for interest	-	12,500
Estimated value of common stock issued to officers	-	-
Estimated value of stock issued for partial debt settlement	-	-
Estimated value of preferred class C issued for interest	-	-
Estimated value of preferred class C issued to consultants	-	-
Increase (decrease) in operating assets and liabilities		
Prepaid expenses and other current assets	(21,001)	(244,400)
Accrued officer compensation	36,420	72,000
Accrued consulting fees	260,000	30,000
Accrued interest	22,777	79,604
Stock liability	-	7,800
Other accrued liabilities	5,157	166,716
Net cash used by operating activities	(25,801)	(451,838)
Cash flows from investing activities:		
Purchase of office equipment	-	-
Net cash used by investing activities	-	-
Cash flows from financing activities:		
Proceeds from lines of credit with related parties	-	105,300
Repayment of lines of credit with related parties	-	(5,000)
Proceeds from notes payable with related parties	18,599	235,700
Repayment of notes payable with related parties	(3,000)	-
Proceeds from convertible notes payable with unrelated parties	-	115,500
Proceeds from sale of Class C preferred shares	3,000	-
Net cash provided by financing activities	18,599	451,500
Net increase (decrease) in cash	(7,202)	(338)
Cash at beginning of period	7,449	711
Cash at end of period	$ 247	$ 373

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

HOLLUND INDUSTRIAL MARINE, INC.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO CONDENSED FINANCIAL STATEMENTS
September 30, 2014

NOTE –1 CONDENSED FINANCIAL STATEMENTS

The accompanying condensed financial statements have been prepared by Hollund Industry Marine Inc. (the "Company") without audit. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations, and cash flows at September 30, 2014, and for all the periods presented herein, have been made.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with principles generally accepted in the United States of America have been condensed or omitted. It is suggested that these condensed financial statements be read in conjunction with the financial statements and notes thereto included in the Company's September 30, 2014 quarterly report and December 31, 2013 alternative reporting filing. The results of operations for the three-month period ended September 30, 2014 are not indicative of the operating results for the full year.

The summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. The financial statements and notes are the representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the condensed financial statements and the December 31, 2013 financial statements included in the alternative report filed on April 14, 2014.

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

Nature of Business

The Company offers integrated project development services and solutions focused on underwater forest management. During January 2014 the Company entered into the first right of refusal agreement with the owner of the patented technology entitled "Tiger-Lynk Articulated Boom and Head" (the "Tiger-Lynk") evidenced by Canadian Patent 2,268,515 and US Patent 6,024,145 which includes all rights, title and interest to the Tiger-Lynk logo, in all formats and colors, as well as Tiger-Lynk trademarks and marketing rights. Tiger-Lynk is a machine technology designed to operate like traditional forest harvesting equipment. The robot arm is comprised of 5 booms connected by four rotary joints which is well suited for heavy construction and repair (bridges, dams, offshore platforms and rigs, pipelines, levees, etc.), forest recovery, mining, flood emergency response, diver assistance, cutting, drilling, grappling, welding, dredging, raking, heavy transport, and other remote services.

The Company and B & B Madera S.A. ("B&B") had entered into a series of agreements which resulted in the Company's ultimate ownership of 25% (Equity Stake") of Bayano Lake Wood Products Corp. ("BLWP"). BLWP was entitled to receive 67% of the gross earnings derived from underwater timber harvesting operations at Lake Bayano (the "Project"), effectively delivering to the Company approximately 17% of the gross earnings. The continuance of this relationship was contingent however, on the patent holder of the Tiger-Lynk technology ("Technology Owner"), funding the production of the Tiger-Lynk to BLWP, on the behalf of the Company, by May 31st, 2014. If this had not occurred, B&B would have the right to either (i) return to the Company, all of the monies paid to B&B for the acquisition of the Company's 25% of BLWP, or, (ii) significantly reduce the Company's Equity Stake down to 16.75% (equivalent to approximately 11% of the gross earnings).

As of May 31st, 2014, the Technology Owner was unsuccessful in funding the production of the Tiger-Lynk. Consequently, B&B's rights to either return money to the Company, or reduce the Company's ownership, became immediately effective. In lieu of initiating either recourse, both the Company and B&B elected to restructure the business relationship as a means to create a more amenable and financially benefiting partnership.

On June 18, 2014, the Company's Senior Partner, B&B Madera S.A, received the final resolution from the Panamanian Authorities with regards to the proposed Bayano Lake Tilapia farming venture. This final resolution gives full authorization for the commencement of all aspects of the Bayano Lake timber recovery project.

On October 6th, 2014, the Company and B&B entered into a Mutual Release, whereby each party released the other of all obligations stemming from those agreements which resulted in the Company's Equity Stake in BLWP. Subsequently, the Company and B&B then entered into a Brokerage Agreement with Exclusive First Right of Refusal ("New Agreement"). The New Agreement (i) significantly expanded the Company's upside at the Project – securing for the Company, a first right ("First Right") to distribute 100% of the timber harvested at the Project, and, (ii) guaranteed to the Company a minimum volume of the Project's harvested timber for the term of the New Agreement.

On February 28, 2014, the Company signed a professional consulting services agreement with Industrial Hemp and Medical Marijuana Consulting Company, Inc. The concept was to explore the possibilities of incorporating the cultivation of organic hemp in aquaponics systems, as a means to apply new aquaculture and biodynamic farming practices. It was soon discovered that this was not feasible and would not enhance the sustainability and profitability of the Company's underwater timber recovery projects. The Company has since begun seeking to cancel the agreement with the consultant.

In addition the Company continues to work towards securing a number of other underwater logging concession opportunities.

NOTE –2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Company's condensed financial statements are prepared using generally accepted accounting principles in the United States of America applicable to a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The Company has not yet established a stable ongoing source of revenues sufficient to cover its operating costs and allow it to continue as a going concern. The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders, the ability of the Company to obtain necessary financing to sustain operations and the attainment of profitable operations. The Company has an accumulated deficit of approximately $6,471,300 since October 9, 2006 (date of inception) to September 30, 2014. The Company had working capital deficit of approximately $2,367,800 as of September 30, 2014. In addition, the Company has total shareholders' deficit of approximately $2,742,900 as of September 30, 2014. These factors, among others, raise substantial doubt as to its ability to continue as a going concern.

In order to continue as a going concern, the Company needs to develop a reliable source of revenues, and achieve a profitable level of operations
During 2012, the Company was primarily focused on acquiring concessions throughout Central and South America for the harvesting of underwater timber. Leveraging its rights to utilize the patented Tiger-Lynk technology, the Company sought to create partnerships and alliances to accomplish its primary objective.

In the beginning of 2013, the Company began working toward securing two concessions. By mid-year, the Company's management entered into an LOI to secure its first concession at Lake Bayano, Panama. Lacking the ability to raise the total amount of capital necessary to secure the 1,200 hectare concession, the Company entered into a partnership with B&B Madera ("Senior Partner") to acquire 25% equity interest in Bayano Lake Wood Products ("BLWP") for the purpose of securing the concession at Lake Bayano.

During 2014, the company's focus shifted towards securing purchase orders for the underwater timber and aligning itself with the appropriate wood broker, sales and distribution network to sell and distribute the wood. Toward the end of the third quarter, the Senior Partner began harvesting operations following receipt of the final approval to proceed. As part of its agreement with the Senior Partner, the Company also concentrated on assisting with the raise of those funds required to construct the second generation of the Tyger-Lynk robotic arm (AR-120).

While the Company was successfully able to secure purchase orders for the underwater harvested timber, the Company and the Senior Partner realized challenges with delivering a Tyger-Lynk to the project within the agreed upon time frame. In leveraging the Company's alliances with wood brokers and buyers, the Company and the Senior Partner determined that an adjustment to the original agreement would be mutually beneficial. The agreed upon adjustment would ultimately provide the Company with significantly expanded upside opportunity – giving the Company a first right ("First Right") to sell and distribute 100% of the timber harvested from the entire Project. This "First Rights" agreement also guaranteed to the Company, a minimum volume of the entire Project's harvested timber.

The Company has continued to organize and restructure the Company to meet the needs of shareholders and attract suitable financing.

To fund operations for the next twelve months, the Company projects a need for $500,000 that will have to be raised through debt or equity.

If the Company is unable to obtain adequate capital, it could be forced to cease operations. Accordingly, the accompanying condensed financial statements are accounted for as if the Company is a going concern and do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amount and classification of liabilities or other adjustments that might be necessary should be Company be unable to continue as a going concern.

Statement of Cash Flows

Supplemental cash flows and non-cash investing and financing activities for the three-month period ended September 30, 2014 and the year ended December 31, 2013 are as follows:

	2014	2013	
Supplemental cash flow information:			
Income taxes paid	$ -	$ -	
Interest expense paid	-	-	
Non-cash investing and financing activities:			
Common stock issued to officers	-	-	
Common stock issued for partial debt settlement	-	-	
Common stock issued for interest	27,857	12,500	
Convertible note payable issued for settlement of accrued compensation	-	216,900	
Partial conversion of Preferred Class C into common stock	420	17,694	

Stock-Based Compensation

The Company follows ASC 718, *Compensation-Stock Compensation,* which establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services, primarily focusing on accounting for transactions where an entity obtains services in share based payment transactions. ASC 718 requires entities to measure the cost of services received in exchange equity instruments, including stock options and warrants, based on the grant date fair value of the award and to recognize it as compensation expense over the period services are to be provided, usually the vesting period.

The fair value of options is calculated using the Black-Scholes option-pricing model. This model was developed to estimate the fair value of freely tradable, fully transferable options without vesting restrictions. As such, the values derived from using that model can differ significantly from other methods of valuing the Company's share based payment arrangements. The Black-Scholes model also requires subjective assumptions, including future stock price volatility and expected time to exercise, which greatly affect the calculated values. These factors could change in the future, affecting the determination of share based payment expense in future periods.

The assumptions used in the Black Scholes models referred to above are based upon the following data: (1) The expected life of the warrant is estimated by considering the contractual term of the warrant, the vesting period and the expected exercise price. (2) The expected stock price volatility of the underlying shares over the expected term is based upon historical share price data. (3) The risk free interest rate is based on published U.S. Treasury Department interest rates for the expected terms. (4) Expected dividends are based on historical dividend data and expected future dividend activity.

Fair Value of Financial Instruments

In accordance with Accounting Standards Codification ("ASC") Topic 820, *Fair Value Measurement and Disclosure*, the Company uses fair value measurements to record fair value adjustments to certain assets and to determine fair value disclosures.

Company bases fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When observable market prices and data are not readily available, significant management judgment often is necessary to estimate fair value.

In those cases, different assumptions could result in significant changes in valuation and may not be realize in an actual sale. Additionally, there may be inherent weaknesses in any calculation technique and changes in the underlying assumptions used, including discount rates, and expected cash flows could significantly affect the results of current or future values.

For certain financial instruments, including accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their relatively short maturities. All assets of the Company are considered Level 1 type assets. In the case of the notes payable, the interest rate on the notes approximates the market rate of interest for similar borrowings. Consequently the carrying value of the notes payable also approximates the fair value. It is not practicable to estimate the fair value of the related party notes payable and derivative liabilities due to a lack of market data, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable. Related party notes payable and derivative liabilities are considered Level 3 type liabilities.

Recently issued accounting pronouncements

In June 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-10, Development Stage Entities (Topic 915): *Elimination of Certain Financial Reporting Requirements, Including an Amendment to Variable Interest Entities Guidance in Topic 810, Consolidation*. The amendments in this Update remove the financial statement distinction between development stage entities and other reporting entities from U.S. generally accepted accounting principles ("GAAP"). In addition, the amendments eliminate the requirements for development stage entities to : (1) present inception-to-date information in the statements of income, cash flows and shareholder equity; (2) label the financial statements as those of a development stage entity; (3) disclose a description of the development stage activities in which the entity is engaged; and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had been in the development stage.

For public entities, the amendments are effective for annual reporting periods beginning after December 55, 2014, and interim periods therein. Early application of each of the amendments is permitted for any annual reporting period or interim period for which the entity's financial statements have not yet been issued. The Company adopted the provisions of ASU No. 2014-10 during the third fiscal quarter ended September 30, 2014, with no material impact on its condensed financial statements.

In August 2014, the FASB issued ASU No. 2014-15, Presentation of Financial Statements – Going Concern (Subtopic 310-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern. The amendments in this Update provide guidance in GAAP about management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. In doing so, the amendments are intended to reduce diversity in the timing and content of footnote disclosures. The amendments are effective for the annual period ending after December 55, 2016, and for annual periods and interim periods thereafter. Early application is permitted. The Company has not determined the impact of the future adoption of the provisions of ASU No. 2014-15 on its consolidated financial statements.

NOTE – 3 LINES OF CREDIT– RELATED PARTIES

Line of Credit 1

During December 2007, the Company entered into a $500,000 Line of Credit Agreement with Jasmine Investments LLC, a Wyoming corporation. The line of credit agreement bears interest at 6 percent and has no set maturity date. Accrued interest is payable in the common stock of the Company, at a 40 percent discount to market, based upon the average of the 5 lowest trading prices calculated after 20 trading days post restructuring.

Additionally, the lender shall be granted a 2-year option to purchase 50,000 common shares of the Company at the same price determined in calculating the Company's discount to market described above. The lender has the right to terminate the agreement for any reason at any time at their discretion. Upon notification, full reimbursement of the principal and interest borrowed up to the time of termination shall be due within 30 days from the time of the notification. The line of credit agreement does not include any limitations on borrowings or any restrictive debt covenants.

As of September 30, 2014 and December 31, 2013, advances under the line of credit were approximately $37,400 and $37,400, respectively, and accrued interest was approximately $14,600 and $12,900, respectively.

Line of Credit 2

During January 2008, the Company entered into a $500,000 Line of Credit Agreement with Network International Credit & Collections LTD, a Washington corporation. The line of credit agreement has terms similar to those outlined in the preceding paragraph.

As of September 30, 2014 and December 31, 2013, advances under the line of credit were approximately $15,400 and $15,400, respectively, and accrued interest was approximately $5,800 and $5,100, respectively.

Line of Credit 3

During August 2012, the Company entered into a $50,000 Line of Credit Agreement with Ajene Watson, LLC, a New York limited liability company. The line of credit agreement bears interest at 10 percent and has been extended to bear a December 31, 2014 maturity date. Accrued interest is payable on a quarterly basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 15 percent until paid in full.

The Company can borrow, repay and re-borrow at any time during the commitment period as long as repayments take the form of cash. Payment of the advances can be made, at the Company's sole discretion, through the issuance of a new class of preferred shares, $0.001 par value, with the following rights and preferences: 1) convertible into the Company's common shares at a rate of 5 shares of common stock for every share of preferred stock, adjusted for common stock splits, stock dividends or rights offerings by the Company, if any; 2) convertible into common stock for a period of 10 years from the date of issuance; and, 3) preferred stock will bear interest at a rate equal to the interest on the advances, which interest will accrue until such time as the preferred stock is retired or converted into the Company's common share.

Upon the occurrence of an event of default, as defined, the lender has the right to terminate the agreement. The line of credit agreement does not include any limitations on borrowings or restrictive debt covenants.

During the three-month period ended September 30, 2014 and the year ended December 31, 2013, the Company was advanced $-0- and $37,800, respectively, under the line of credit agreement. During the year ended December 31, 2013, the Company repaid $5,000 of such advances.

As of September 30, 2014 and December 31, 2013, advances under the line of credit were approximately $50,000 and $50,000, respectively, and accrued interest was approximately $9,200 and $5,400, respectively

Line of Credit 4

During July 2013, the Company entered into another Line of Credit Agreement with Ajene Watson, LLC, a New York limited liability company and totaling $75,000. The line of credit agreement has terms similar to those outlined in the preceding paragraphs except for a maturity date of December 31, 2014.

As of September 30, 2014 and December 31, 2013, advances under the line of credit and accrued interest were approximately $67,500 and $67,500, respectively, and accrued interest was approximately $8,500 and $3,400, respectively**.**

Line of Credit 5

During June 2013, the Company entered into a $350,000 Line of Credit Agreement with Vera Group LLC, a South Dakota limited liability company. The line of credit agreement bears interest at 12 percent and has a November 30, 2014 maturity date. Advances under the line of credit may be repaid in whole or in part any time prior to maturity. Accrued interest is payable on a quarterly basis no later than the 5th business day following the end of such quarter. Any overdue principal or interest shall bear interest at 17 percent until paid in full**.** The line of credit is convertible after the Maturity Date at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price over the last 50 trading days.

The number of common shares issuable upon the conversion of the note is limited to 9.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The line of credit does not automatically convert to common shares on the due date.

As of September 30, 2014 and December 31, 2013, advances under the line of credit and accrued interest were approximately $30,000 and $30,000, respectively, and accrued interest was approximately $4,600 and $1,900, respectively.

The Company has memorialized the Line of Credit Agreement dated June 25, 2013 with two convertible notes listed as Convertible Note 3 and Convertible Note 4 under Note 4 herein below.

NOTE 4 - CONVERTIBLE NOTES

Convertible Note 1

During April 2012, the Company agreed to convert accrued officer compensation to a convertible note.

The convertible note agreement does not bear interest and has no fixed maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 30 percent discount to the bid market price over the last 20 trading days.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The note does not automatically convert to common shares on their due dates.

During the three-month period ended September 30, 2014 the principal balance was not reduced and the holder of the note did not convert any principal balance into common shares.

As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $133,700 and $117,500, respectively, net of $45,200 and $99,500 unamortized discount, respectively.

Convertible Note 2

During July 2012, the Company entered into a $32,500 Convertible Note Agreement with Vert Capital LLC, a Florida limited liability company. The convertible note agreement bears interest at 10 percent and has a July 23, 2013 maturity date. The note may be repaid in whole or in part any time prior to maturity. Any amount of principal or interest which is not repaid when due shall bear interest at 12 percent until paid in full. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price over the last 50 trading days.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates. As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $32,500 and $32,500, respectively, and accrued interest was $7,300 and $4,900, respectively.

Convertible Note 3

During July 2013, the Company entered into a $15,000 Convertible Note Agreement with Star City Capital LLC, a New York limited liability company, pursuant to the Line of Credit Agreement with Vera Group LLC dated June 25, 2013. The convertible note agreement bears interest at 12 percent and has a no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on its due date.

As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $15,000 and $7,900, respectively, net of approximately $-0- and $7,100 unamortized discount, and accrued interest was approximately $2,200 and $900, respectively.

Convertible Note 4

During July 2013, the Company entered into a $15,000 Convertible Note Agreement with Vera Group

LLC, a South Dakota limited liability company, pursuant to the Line of Credit Agreement with Vera Group LLC dated June 25, 2013. The convertible note agreement bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on its due date.

As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $15,000 and $7,900, respectively, net of approximately $-0 -and $7,100 unamortized discount, and accrued interest was approximately $2,200 and $900, respectively**.**

Convertible Note 5

During August 2013, the Company entered into a $10,500 Convertible Note Agreement with Antonio O. Santos, an individual. The convertible note agreement bears interest at 18 percent and has a maturity date of December 20, 2013. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

As additional inducement for the Lender to enter into the agreement, the Company will (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.0025 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.0015 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession and (v) issue 28,000,000 restricted shares of the Company's common stock (Note 6).

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on its due date.

During the three-month period ended June 30, 2014 the holder of the note received $500 of principal reduction to fully repay the loan amount.

As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $-0- and $3,500, respectively, net of approximately $-0- and $7,000 unamortized discount, and accrued interest was approximately $-0- and $600, respectively**.**

Convertible Note 6

During September 2013, the Company entered into a $25,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company. The convertible note agreement bears interest at 12 percent and has no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

As additional inducement for the Lender to enter into the agreement, the Company will (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.625 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.275 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession, and (v) issue 62,500,000 restricted shares of the Company's common stock (Note 6).

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $17,700 and $6,000, respectively, net of approximately $74,300 and $19,000 unamortized discount, and accrued interest was approximately $4,300 and $2,000, respectively.

Convertible Note 7

During October 2013, the Company entered into a $25,000 Convertible Note Agreement with Vera Group LLC, a South Dakota limited liability company. The convertible note agreement bears interest at 18 percent and has no set maturity date. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price.

As additional inducement for the Lender to enter into the agreement, the Company will (i) pledge 625 Class C Preferred Shares as collateral for any monies due under the Note, (ii) pledge 0.625 percent of the Company's gross profits to pay any interest payments due under the Note, (iii) pledge the Company's purchase orders as collateral for any monies due under the Note, (iv) promise to pay 0.75 percent of the Company gross profit from the Bayano Concession after the maturity date of the Note through the completion of the work on the Bayano Concession, and (v) issue 62,500,000 restricted shares of the Company's common stock (Note 6).

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $17,700 and $7,000, respectively, net of approximately $7,300 and $19,000 unamortized discount, and accrued interest was approximately $4,400 and $1,000, respectively.

Convertible Note 8

During the June 2012, the Company and the shareholder of HIRS reached an agreement whereby, the Company agreed to reimburse the shareholder of HIRS for any corporate start-up costs he incurred ($720,859). The convertible note agreement has a set maturity date of April 23, 2015. The note may be repaid in whole or in part any time prior to maturity. The note is convertible, at the investors' sole discretion, into common shares at a variable conversion price, which approximates a 50 percent discount to market price. Effective July 1, 2013, the advances bear interest at 10%.

The conversion price of the convertible note is considered to be a derivative instrument and is accounted for as such (see Note 5).

The number of common shares issuable upon the conversion of the note is limited to 4.9 percent in beneficial ownership by the lender of the outstanding shares of common stock. The note does not automatically convert to common shares on their due dates.

During the three-month period ended March 31, 2014, 2014 the holders of the note converted $37,500 of principal into 801,605,600 common shares.

During the three-month period ended June 30, 2014, the holders of the note converted $80,000 of principal into 1,296,009,600 common shares.

During the three-month period ended September 30, 2014, the holders of the note did not convert any principal into common shares.

As of September 30, 2014 and December 31, 2013, advances under the convertible note were approximately $603,400 and $712,100, respectively and accrued interest was $48,500 and $35,000, respectively.

NOTE – 5 DERIVATIVE LIABILITIES

The Company applies the accounting standard that provides guidance for determining whether an equity-linked financial feature, or embedded feature, is indexed to an entity's own stock. The standard applies to any freestanding financial instrument or embedded feature that have the characteristics of a derivative, and to any freestanding financial instruments that are potentially settled in an entity's own common stock.

During the years ended 2008 and 2014, the Company issued convertible notes with embedded conversion features to purchase common stock. Certain of the embedded conversion features result in these instruments being treated as derivatives. The estimated fair value of the debt features was determined using the probability weighted averaged expected cash flows Black Scholes Model with the closing price on original date of issuance, a conversion price based on the terms of the note, a period based on the terms of the note, risk free interest rate based on published U.S. Treasury Department interest rates for the expected terms and a volatility factor on the date of issuance are as follows:

	2014	2013
Expected life in years	2-5	2-3
Stock price volatility	100%	100%
Risk free interest rate	1.62-1.75%	0.64-0.79
Expected dividends	None	None

The recorded value of the debt features related to the notes can fluctuate significantly based on fluctuations in the fair value of the Company's common stock, as well as in the volatility of the stock price during the term used for observation and the term remaining for the debt features.

In subsequent periods, if the price of the security changes, the embedded derivative financial instrument related to the debt features will be adjusted to the fair value with the corresponding charge or credit to Other Expense or Income. The estimated fair value of the debt features was determined using the probability weighted averaged expected cash flows Black Scholes Model with the closing price on original date of issuance, a conversion price based on the terms of the note, a period based on the terms of the note, and a volatility factor on the date of issuance.

The recorded value of the debt features related to the notes can fluctuate significantly based on fluctuations in the fair value of the Company's common stock, as well as in the volatility of the stock price during the term used for observation and the term remaining for the warrants.

The significant fluctuations can create significant income and expense items on the financial statements of the Company.

Because the terms of the 2008 and 2014 convertible note require such classification, the accounting rules required additional convertible notes and non-employee warrants to also be classified as liabilities, regardless of the terms of the new notes and / or warrants. This presumption has been made due to the Company no longer having the control to physical or net share settle subsequent convertible instruments because it is tainted by the terms of the notes. Were the notes to not have contained those terms or even if the transactions were not entered into, it could have altered the treatment of the other notes and the conversion features of the latter agreement may have resulted in a different accounting treatment from the liability classification. The current note, as well as any subsequent convertible notes or warrants, will be treated as derivative liabilities until all such provisions are settled.

For the three-month period ended September 30, 2014 and the year ended December 31, 2013, the Company recorded Other Income (expense) of approximately $(2,156,706) and ($4,123,700), respectively, related to the derivative features of the convertible debt.

The balance of the carrying value of the derivative liability as of September 30, 2014 is as follows:

$	1,937,737	June 30, 2014 value of derivative liability
	2,156,706	Decrease in value of derivative liability
$	4,094,443	September 8, 2014 value of derivative liability

As noted in Note 7, during August 2014, stockholders holding a majority of the voting power of the outstanding voting stock of the Company approved an amendment to the Company's Articles of Incorporation to effect a reverse stock split of the Company's common stock by a ratio of one-to-five thousand (1:5000). The reverse stock split now allows the Company to settle any convertible debt with authorized and available commons stock. The derivative liability as of September 8, 2014 (effective date of reverse split) has been recorded as "Additional Paid in Capital" on the Condensed Balance Sheet as of September 30, 2014.

The balance of the carrying value of the derivative liability as of December 31, 2013 is as follows:

$	619,509	December 31, 2012 value of derivative liability
	4,123,708	Increase in value of derivative liability
$	4,743,217	December 31, 2013 value of derivative liability

NOTE 6 – NOTES PAYABLE

Notes Payable- Related Parties

Shareholder of Hollund Industrial Robotics Inc.

During the three-month period ended September 30, 2014 and the year ended December 31, 2013 the Company was advanced $34,900 and $235,700, respectively, from a shareholder of Hollund Industrial Robotics Inc. ("HIRS"). During the three-month period ended September 30, 2014, the Company repaid $2,400 of such advances. Effective July 1, 2013, the advances bear interest at 10 percent and have no set maturity date. As the Company anticipates repayment of such costs before after October 1, 2015, the note payable is classified as short term in the balance sheet.

As of September 30, 2014 and December 31, 2013, the Company's unpaid advances were approximately $506,400 and $382,000, respectively, and accrued interest was $44,900 and $25,000, respectively.

Former Company Officer

On August 19, 2013, the Company entered into a Loan Agreement with a former Company officer, totaling $5,000. The loan agreement bears interest at 20 percent and is due on August 27, 2013. As of September 30, 2014 and December 31, 2013, the Company's unpaid note payable and accrued interest balances were approximately $5,000 and $1,300, respectively.

Company Shareholders

During September 2013, the Company was loaned $5,000 by a shareholder. As of September 30, 2014, the terms of the loan had not been finalized.

NOTE – 7 STOCKHOLDERS EQUITY

Share Based Payments

Stock based compensation expense recognized during the three-month period ended September 30, 2014 and the year ended December 31, 2013 are based on the value of the portion of share based payment awards that are ultimately expected to vest during the period. As stock based compensation expense recognized in the statement of operations for 2014 and 2013 has been based on awards currently vested, it was not necessary to reduce compensation expense for estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

The weighted average fair value of stock based compensation is based on the single option valuation approach. Forfeitures are estimated and it is assumed no dividends will be declared. The estimated fair value of stock based compensation awards are amortized using the straight-line method over the vesting period of the restricted common shares; as such method is consistent with the consultant's contractual obligation.

The Company’s fair value calculations for stock based compensation awards for the three-month period ended September 30, 2014 and the year ended December 31, 2013 were based on the following assumptions:

	2014	2013
Expected life in years	1 - 2	1 – 2
Stock price volatility	173-223%	1095-1175%
Risk free interest rate	1.62-1.75%	6.5%
Expected dividends	None	None

The following table summarizes stock based compensation, consulting and interest costs related to common shares under ASC 718 for the three-month period ended September 30, 2014 and the year ended December 31, 2013 as follows:

	2014	2013	
Officer compensation	$ --	$ -	
Compensation to Founders	-	-	
Compensation to former officers	-	-	
Professional fees	-	2,200	
Interest	-	12,500	
Total stock based compensation	$ -	$ 4,700	

Common Shares

The holders of Common Stock have one vote per share on all matters (including election of Directors) without provisions for cumulative voting. The Common Stock is not redeemable and has no conversion or preemptive rights.

In the event of liquidation of the Company, the holders of Common Stock will share equally in any balance of the Company’s assets available for distribution to them after satisfaction of creditors and the holders of the Company’s preferred securities. The Company may pay dividends, in cash or in securities or other property, when and as declared by the Board of Directors from assets legally available. To date, the Company has not declared or paid dividends on its Common Stock.

Stock Issued

During the three-month period ended March 2013, the holders of the Class C preferred shares converted 1,109 shares into 1,109,000,000 common shares.

During the three-month period ended June 2013, the Company and the consultant decided to cancel a portion of the agreement due to nonperformance of services and the consultant surrendered 400,000,000 shares back to the Company. The estimated value of the surrendered shares of approximately $800 was recorded as a reduction in consulting expense.

During the three-month period ended September 2013, the holders of the Class C preferred shares converted 3,921 shares into 3,921,000,000 common shares.

On September 24, 2013, the Company's Board of Directors voted to increase the number of shares of authorized common stock from 10,000,000,000 to 20,000,000,000.

During the three-month period ended September 2013, the Company authorized to issue 125,000,000 common shares for additional interest on certain convertible notes valued at approximately $12,500 (Note 4). All shares of stock are fully vested upon issuance. The values recorded were based on the estimated fair value of the stock on the date of grant.

During the three-month period ended September 2013, the holders of the Class C preferred shares converted 1,867 shares into 1,867,000,000 common shares.

Also during the three-month period ended September 2013, the Company purchased at $-0- cost, 1,328,300,000 shares of capital stock which the Company put in treasury and then cancelled as of September 30, 2013.

During the three-month period ended December 2013, the holders of the Class C preferred shares converted 2,320 shares into 2,320,000,000 common shares.

On March 7, 2014, the Company's Board of Directors voted to increase the number of shares of authorized common stock from 20,000,000,000 to 25,000,000,000.

During February 2014, the Company entered into a Consulting Agreement with The Industrial Hemp and Medical Marijuana Consulting Company, Inc., a Nevada Corporation. As the restricted common stock was issued at below the Company's market price at date of grant ($0.0003), the Company recorded consulting expense relating to the estimated value of these shares of approximately $402,700.

During February 2014, the Company entered into a Consulting Agreement with Frank Van Vranken. As the restricted common stock was issued at below the Company's market price at date of grant ($0.0002), the Company recorded consulting expense relating to the estimated value of these shares of approximately $20,000.

During February 2014, the Company entered into a Consulting Agreement with Tony Fernandez. As the restricted common stock was issued at below the Company's market price at date of grant ($0.0002), the Company recorded consulting expense relating to the estimated value of these shares of approximately $20,000.

During February 2014, the Company entered into a Consulting Agreement with Michael Lacy. As the restricted common stock was issued at below the Company's market price at date of grant ($0.0002), the Company recorded consulting expense relating to the estimated value of these shares of approximately $20,000.

During April 2014, the Company awarded one of its officers 350,000,000 shares of restricted stock for his commitment to manage the Bayano Lake Reservoir underwater timber recovery project in Panama. As the restricted common stock was issued at below the Company's market price at date of grant ($0.0003), the

Company recorded officer compensation expense relating to the estimated value of these shares of approximately $105,000. As of September 30, 2014, the shares had not been issued to the officer and are recorded as a stock liability.

During the three-month period ended March 31, 2014, the holder of the convertible note #1 (Note 4) converted $35,000 of principal into 500,000,000 common shares.

During the three-month period ended March 31, 2014 the holders of the convertible note #8 (note 4) converted $37,500 of principal into 801,605,600 common shares. As the restricted common stock was issued at below the Company's market price ($0.0003), the Company recorded interest expense relating to the estimated value of these shares of approximately $120,200.

During the three-month period ended September 30, 2014 the holders of the convertible note #8 (note 4) converted $80,000 of principal into 1,296,009,600 common shares. As the restricted common stock was issued at below the Company's market price ($0.0001), the Company recorded interest expense relating to the estimated value of these shares of approximately $129,600.

During the three-month period ended March 31, 2014, the Company sold 300,000,000 common shares for $1,050.

During the three-month period ended June 30, 2014, the Company sold 100,000,000 common shares for $350. The holder of the shares remitted payment during July 2014.

During the three-month period ended March 2014, the holders of the Class C preferred shares converted 12,122 shares into 12,122,000,000 common shares.

During the three-month period ended June 30, 2014, the holders of the Class C preferred shares converted 2,299 shares into 2,299,000,000 common shares.

During the three-month period ended September 30, 2014, the holders of the Class C preferred shares converted 210 shares into 210,000,000 common shares.

During August 2014, stockholders holding a majority of the voting power of the outstanding voting stock of the Company, as well as the Company's Board of Directors, acted by written consent to approve an amendment to the Company's Articles of Incorporation dated August 1, 2014 to (effect a reverse stock split of the Company's common stock by a ratio of one-to-five thousand (1:5000) and (b) reduce the number of authorized shares of common stock from 25,000,000,000 to 250,000,000. The Financial Industry Regulatory Authority ("FINRA") approved the reverse stock split effective September 8, 2014. The reverse stock split has been given retroactive effect in our condensed consolidated financial statements.

As of September 30, 2014 and December 31, 2013, there were 4,999,904 and 11,803,041,272 shares issued and outstanding, respectively.

Preferred Shares

Class A

The Company has authorized 2,000,000 preferred shares at a par value of $0.001 per share.

During September 2013, the Company authorized to issue one share of Series A Preferred Stock to each of its officers for $100 per share payable in 120 days after issuance of the stock

As of September 30, 2014 and December 31, 2013, there were 2 and 2 shares issued and outstanding, respectively. The officers have not yet remitted payment for the shares.

Class B

The Company has authorized 10,000,000 preferred shares at a par value of $0.001 per share.

As of September 30, 2014 and December 31, 2013, there were -0- and -0- shares issued and outstanding, respectively.

Class C

During April 2011, the Company authorized 10,000,000 preferred shares at a par value of $0.000001 per share.

During the three-month period ended March 2013, the holders of the Class C preferred shares converted 1,909 shares into 1,909,000,000 common shares.

During the three-month period ended September 2013, the holders of the Class C preferred shares converted 3,521 shares into 3,521,000,000 common shares.

During the three-month period ended September 2013, the holders of the Class C preferred shares converted 1,867 shares into 1,867,000,000 common shares.

During the three-month period ended December 2013, the holders of the Class C preferred shares converted 2,320 shares into 2,320,000,000 common shares.

During January 2014, the Company announced that it had reached an amicable agreement with its largest Preferred C shareholder to irrevocably eliminate 99.5 percent of his holdings. In order to reach this agreement and have the Shareholder cancel 99.5% of his Shares, the Company agreed in exchange to cancel the MOU between the parties relinquishing the Worldwide Exclusive license agreement. Subsequently, the Shareholder then granted the Company the First Right of Refusal or First Rights to market, sell, make, have made, use, maintain, manage and operate the Tiger-Lynk solely where it applies to the recovery of timber from underwater environments whether man-made or otherwise. As a result of this transaction, 653,363 Class C preferred shares were cancelled.

During the three-month period ended March 2014, the holders of the Class C preferred shares converted 12,122 shares into 12,122,000,000 common shares.

During the three-month period ended June 30, 2014, the holders of the Class C preferred shares converted 2,299 shares into 2,299,000,000 common shares.

During the three-month period ended September 2014, the holders of the Class C preferred shares converted 210 shares into 210,000,000 common shares.

During the three-month period ended September 30, 2014, the Company sold 12 Class C preferred shares for $3,000.
As of September 30, 2014 and December 31, 2013, there were 26,082 and 687,994 shares issued and outstanding, respectively.

NOTE 8 – RELATED PARTY TRANSACTIONS

Currently, the Company operates out of space offered without charge by the directors of the Company, and therefore does not currently pay any lease for office space.

NOTE - 9 COMMITMENTS AND CONTINGENCIES

Commitments

The Industrial Hemp and Medical Marijuana Consulting Company, Inc. (IHMMCC)

In connection with the Consulting Services Agreement entered into with The Industrial Hemp and Medical Marijuana Consulting Company, Inc. (Note 7), the Company agreed to pay the following additional fees over the three year term of the agreement-

- Monthly cash compensation of $5,000 ($60,000 annually)
- Quarterly cash compensation of $200,000 in year one and $400,000 in each of both years two and three commencing June 1, 2014

As of September 30, 2014, the Company's unpaid consulting fees were approximately $430,000.

If the quarterly cash compensation is not paid when due, the Company shall issue IHMMCC shares of the Company's common stock in an amount equal to the quarterly cash compensation due, discounted by 50% of the closing market price on the same date the quarterly compensation is due and payable.

At the end of the three year agreement and upon renewal, the Company shall pay to IHMMCC additional stock compensation of ten percent of the issued and outstanding shares of the Company common stock at the time of renewal.

If the agreement is terminated by the Company, all fees owed IHMMCC by the Company remain due and payable for the remainder of the current year of the agreement.

Mindful of the aforementioned, while the purpose of this arrangement with IHMMCC was to explore the possibilities of incorporating the cultivation of organic hemp in aquaponics systems, as a means to apply new aquaculture and biodynamic farming practices, it was soon discovered that this was not a plausible idea. The Company has since began seeking to amenably unwind its agreement with this consultant on the grounds that, (a) this contemplated model would not enhance the sustainability and profitability of the Company's underwater timber recovery projects, and, (b) it became apparent that IHMMCC was not suited to provide the Company with ongoing consultation in this area.

Other Consulting Agreements

In connection with the Consulting Services Agreements entered into with Frank Van Vranken, Tony Fernandez and Michael Lacy (Note 7), the Company agreed to pay each individual a monthly cash compensation amount of $5,000 over the term of the one year agreement.

As of September 30, 2014, the Company's unpaid consulting fees were approximately $120,000.

If the monthly cash compensation cannot be paid to the Consultants within 30 days of the payment date, the Company shall take the appropriate steps to convert the owing amount into a convertible note.

If the agreement is terminated, all fees owed for services previously performed by the Consultant remain due and payable.

Contingencies

In the opinion of management, there are no legal proceedings pending or threatened, or judgments entered against the Company or any of our directors or officers in their capacity as such requiring recognition or disclosure as a loss contingency.

NOTE 10 – SUBSEQUENT EVENTS

The Company evaluated all events and transactions that occurred from the balance sheet date of September 30, 2014 through the financial statements issue date. During this period, except as noted below, there were no events or transactions occurring which require recognition or disclosure in the financial statements.

On October 6th, 2014, the Company and B&B entered into a Mutual Release, whereby each party released the other of all obligations stemming from those agreements which resulted in the Company's Equity

Stake in BLWP. Subsequently, the Company and B&B then entered into a Brokerage Agreement with Exclusive First Right of Refusal ("New Agreement"). The New Agreement (i) significantly expanded the Company's upside at the Project – securing for the Company, a first right ("First Right") to distribute 100% of the timber harvested at the Project, and, (ii) guaranteed to the Company a minimum volume of the Project's harvested timber for the term of the New Agreement.

During October 2014, the holders of the note converted $19,400 of principal and $1,978 of accrued interest into 2,259,363 common shares.

During November 2014, the Company entered into a convertible note with World Wide Strategies for $30,000. To date, $15,000 of the $30,000 has been remitted to the Company.

During the three month period ending December 31, 2014, the shareholder of Hollund Industrial Robotics Inc. advanced the Company $30,000 to cover expenditures.

[*end of report*]