

**Cache Elite, Inc.**  
f/k/a  
**Ilustrato Pictures International, Inc.**

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**15c2-11 Documentation**

**June 1, 2016**

**Cache Elite, Inc.**  
**f/k/a**  
**Illustrato Pictures International, Inc.**

**INFORMATION STATEMENT**

**For Broker-Dealer Due Diligence**  
**Pursuant to Rule 15c2-11**  
**under the Securities Exchange Act of 1934**

**June 1, 2016**

(Date of this Information Statement)

**Illustrato Pictures International, Inc.**  
(Exact name of issuer as specified in its charter)

**NEVADA**

(State of other jurisdiction of  
incorporation or organization)

**27-2450645**

Federal ID Number

**13802 N. Scottsdale Road Suite 139**  
**Scottsdale, AZ**

(Address of Principal Executive Office)

**85254**

(Zip Code)

The number of shares outstanding of each of the Registrant's classes of common equity,  
as of the date of this Information Statement, are as follows:

**Common Stock, \$0.001 par value**

(Class of Securities Quoted)

**367,613,031**

(Number of Shares Outstanding)

**452372105**

(CUSIP Number)

**Cache Elite, Inc.**

**f/k/a**

**Illustrato Pictures International, Inc.**

**Information and Disclosure Statement**

**June 1, 2016**

All information furnished herein has been prepared from the books and records of Cache Elite, Inc. f/k/a Illustrato Pictures International, Inc. in accordance with rule 15c2-11 (a) (5) promulgated under the Securities and Exchange Act of 1934, as amended, and is intended as information to be used by security Broker-Dealers.

No Dealer, salesman or any other person has been authorized to give any information or to make any representations not contained herein in connection with Cache Elite, Inc f/k/a Illustrato Pictures International, Inc. Any representations not contained herein, must not be relied upon as having been made or authorized by Cache Elite, Inc f/k/a Illustrato Pictures International, Inc.

Delivery of this information and disclosure statement does not imply that the information contained herein is correct as of any time subsequent to the date first written above.

## CURRENT INFORMATION REGARDING

**Cache Elite, Inc.**  
**f/k/a**  
**Ilustrato Pictures International, Inc.**  
**A Nevada corporation**

The following information is furnished to assist with "due diligence" compliance. The information is furnished pursuant to Rule 15c2-11 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended: The items and attachments generally follow the format set forth in Rule 15c2-11.

**1. Exact name of Company and its predecessor (If any)**

The exact name of the issuer is Cache Elite, Inc. (herein sometimes called the "Company" or the "Issuer"). The Company's predecessor was Ilustrato Pictures International, Inc. The Company intends to seek formal approval of the name change with the Financial Industry Regulatory Authority within the 2<sup>nd</sup> quarter of 2016.

We were incorporated as Superior Venture Corp. on April 27, 2010, in the State of Nevada for the purpose of selling wine varietals. On November 9, 2012, we entered into the Exchange Agreement with Ilustrato Pictures Ltd., a British Columbia corporation ("Ilustrato BC"), whereby we acquired all of the issued and outstanding common stock of Ilustrato BC. On November 30, 2012, Ilustrato BC transferred all of its assets and liabilities to Ilustrato Pictures Limited, our wholly owned subsidiary in Hong Kong ("Ilustrato HK").

**2. Address of its principal executive offices**

A. Company Headquarters

13802 N Scottsdale Rd. Suite 139  
Scottsdale, AZ 85254

Phone: 480-659-0964  
Email: cachecabinetry@gmail.com  
Website: cachecabinetry.com

B. Investor Relations Contact

Pacifix Financial Ltd.  
2100 Manchester Road Suite 615  
Wheaton, IL 60187

Phone: 888.611.7716  
Email: at@pacifixfinancial.com  
Website: www.pacifixfinancial.com

**3. Security Information**

A. The Company's Amended Articles of Incorporation authorize it to issue up to Five Hundred Fifty Million (550,000,000) shares, of which all shares are common stock, with a par value of one-tenth of one cent (\$0.001) per share.

Trading Symbol:	ILUS
Exact Title & Class of Securities Outstanding:	Common

CUSIP:	452372105
Par or Stated Value:	\$0.001 per Share
Total Shares Authorized (as of 5/18/16)	550,000,000
Total Shares Outstanding (as of 5/18/16)	367,613,031

B. Transfer Agent

Securities Transfer Corporation  
2591 Dallas Parkway, Suite 102  
Frisco TX 75034  
Tel. 469.633.0101

The transfer agent is registered under the Exchange Act.

C. List Any Restrictions on the Transfer of the Securities

None.

D. Describe Any Trading Suspension Orders Issued by the SEC in the Past 12 Months

None.

E. List Any Stock Split, Stock Dividend, Recapitalization, Merger, Acquisition, Spin-Off or Reorganization either Currently Anticipated or that Occurred within the Past 12 Months.

On February 11, 2016 Barton Hollow, LLC, a Nevada limited liability company, and stockholder of the Issuer, filed an Application for Appointment of Custodian pursuant to Section 78.347 of the Act in the District Court for Clark County, Nevada. Barton Hollow was subsequently appointed custodian of the Issuer by Order of the Court on April 5, 2016 (the "Order"). In accordance with the provisions of the Order, Barton Hollow thereafter moved to: (a) reinstate the Issuer with the State of Nevada; (b) provide for the election of interim officers and directors; and (c) call and hold a stockholder meeting.

On April 1, 2016, Barton Hollow, together with the newly-elected director of the Issuer, caused the Issuer to enter into a Letter of Intent to merge with Cache Cabinetry, LLC, an Arizona limited liability company. Pursuant to the Letter of Intent, the parties thereto would endeavor to arrive at, and enter into, a definitive merger agreement providing for the Merger. As an inducement to the members of Cache Cabinetry, LLC. to enter into the Letter of Intent and thereafter transact, the Issuer caused to be issued to the members 360,000,000 shares of its common stock.

Subsequently, on April 6, 2016, the Issuer and Cache Cabinetry, LLC entered into a definitive Agreement and Plan of Merger (the "Merger Agreement"). Concomitant therewith, the stockholders of the Issuer elected Derrick McWilliams, the President of Cache Cabinetry, LLC, Chief Executive Officer of the Issuer, who, along with Barton Hollow, ratified and approved the Merger Agreement and Merger.

The Issuer anticipates the Merger will close in the 2<sup>nd</sup> quarter of 2016. The Merger is designed as a reverse subsidiary merger pursuant to Section 368(a)(2)(E) of the Internal Revenue Code. That is, upon closing, Cache Cabinetry, LLC. will merge into a newly-created subsidiary of the Issuer with the members of Cache Cabinetry, LLC receiving shares of the common stock of the Issuer as consideration therefor. Upon closing of the Merger, Cache Cabinetry, LLC. will be the surviving corporation in its merger with the wholly-owned subsidiary of the Issuer, therefore has become the wholly-owned operating subsidiary of the Issuer.

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

As of the date of this Information Statement, there are 367,613,031 shares of the Company's common stock issued and outstanding.

During the preceding two (2) years, the Company has issued the following securities:

On April 6, 2016, we issued 250,000,000 shares of our common stock to Derrick McWilliams, our Chief Executive Officer, pursuant to the Letter of Intent dated April 1, 2016.

On April 6, 2016, we issued 110,000,000 shares of our common stock to Rhonda Colombo, pursuant to the Letter of Intent dated April 1, 2016. Rhonda Colombo is a Director of the Issuer.

#### **5. Financial Statements**

See Exhibits.

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

##### A. Description of the Issuer's Business Operations

Cache Elite Inc. (hereinafter "Cache" or the "Company") is cabinet and design company headquartered in Scottsdale, Arizona that focuses on the design and supply of kitchen furnishings to residential clients. The Company sells kitchen cabinets and related hardware, doorknobs, appliances and cabinet pulls, as well as providing kitchen design services for residential customers. The Company was founded in early 2012 and has followed an aggressive growth strategy by expanding its retail locations and product offerings.

We believe our industry is in need of a more effective process to reduce the number of locations a customer needs to go to in order to complete their project. Our initial target market is middle to high-end homeowners ranging from \$300,000 to \$3,000,000.00 in value. Currently, we are focused on the Scottsdale, Arizona market with over 100 customers jobs completed. In 2014, we expanded to a larger location which houses our kitchen furnishings and decorative hardware section named "Elite Knobs."

In 2016 and beyond we expect to continue to drive broad-based market awareness among both sections of our company focusing on the end user of our products. Our marketing channels continue to expand as our number of satisfied customers increase, creating additional referrals to augment our traditional print, online and social media efforts. We also rely heavily on our relationships with trade partners in the construction industry for involvement with their projects.

B. Date and State (or Jurisdiction) of Incorporation

The Company was originally incorporated April 27, 2010, in the State of Nevada under the name Superior Venture Corp.

C. The Issuer's Primary SIC Code:

Primary: 2434

D. The Issuers Fiscal Year End

December 31st

E. The Issuer's Principal Products or Services, and Their Markets.

The Company's principal products include custom cabinetry and related item. The Company also provides kitchen and bath design and remodeling services. The Company's target markets are Arizona, California and Texas. In addition, the Company sells its products online throughout the country at [www.eliteknobs.com](http://www.eliteknobs.com).

**7. Describe the Issuer's Facilities.**

We currently lease office space at 13802 N. Scottsdale Road Suite 139 and 140, Scottsdale, AZ 85254. The Company pays \$1,567 per month pursuant to the terms of a lease ending in 2018

**8. Officers, Directors and Control Persons.**

A. Names of Officers, Directors and Control Persons

The following table sets forth certain information furnished by the following persons, or their representatives, regarding the ownership of the Common Shares of the Company as of the date of this report, by (i) each person known to the Company to be the beneficial owner of more than 5% of the outstanding shares of Common Stock, (ii) each of the Company's executive officers and directors, and (iii) all of the Company's executive officers and directors as a group. Unless otherwise indicated, the named person is deemed to be the sole beneficial owner of the shares.

Name of Beneficial Owner

	<b>Number of Shares</b>	<b>Percent</b>
Derrick McWilliams, Chief Executive Officer & Director	250,000,000	68
Rhonda Colombo, Director	110,000,000	30
Total:	360,000,000	98

B. Legal/Disciplinary History.

Please 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.

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

None.

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

None.

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

None.

C. Beneficial Shareholders.



Provide a list of the name, address and shareholdings or the percentage of shares owned by all persons beneficially owning more than ten percent (10%) of any class of the issuer's equity securities. If any of the beneficial shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

<u>Name</u>	<u>Address</u>	<u>No. of Shares</u>	<u>%</u>
Derrick McWilliams	1177 E. Hampton Lane Gilbert, AZ 89295	250,000,000	68
Rhonda Colombo (1)	1177 E. Hampton Lane Gilbert, AZ 89295	110,000,000	30

(1) Rhonda Colombo is the wife of Derrick McWilliams

**9. Third Party Providers**

A. Legal Counsel

Adam S. Tracy, Esq.  
Securities Compliance Group, Ltd.  
2100 Manchester Road  
Suite 615  
Wheaton IL 60187  
(888) 978-9901  
[at@ibankattorneys.com](mailto:at@ibankattorneys.com)

B. Accountant or Auditor

C. Investor Relations Consultant

Pacifix Financial, LLC  
2100 Manchester Road  
Suite 615  
Wheaton, IL 60187  
(888) 611-7716  
[at@pacifixfinancial.com](mailto:at@pacifixfinancial.com)

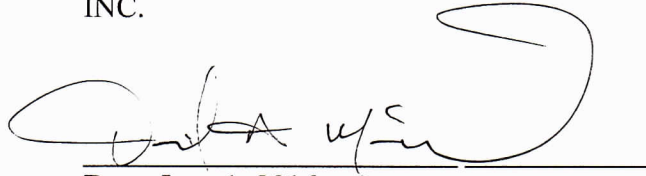
D. Other Advisor

**10. Issuer Certification**

I, Derrick McWilliams certify that:

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

ILUSTRATO PICTURES INTERNATIONAL,  
INC.

A handwritten signature in black ink, appearing to read "Derrick McWilliams", is written over a horizontal line. The signature is stylized and cursive.

Date: June 1, 2016

Derrick McWilliams. - PRESIDENT AND CHIEF  
EXECUTIVE OFFICER

## **EXHIBITS**

The following documents are attached hereto as exhibits and are incorporated herein.

<b><u>ATTACHMENT</u></b>	<b><u>DESCRIPTION</u></b>
A.	Amended Articles of Incorporation
B.	Restated By-Laws of the Corporation
C.	Plan of Merger between Illustrato Pictures International, Inc. and Cache Elite Inc.
D.	Financial Statements for the Years Ending December 31, 2015 and December 31, 2014, Respectively

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
ILUSTRATO PICTURES INTERNATIONAL, INC.**

**ARTICLE I**

The name of the corporation shall be Ilustrato Pictures International, Inc. (the "Corporation").

**ARTICLE II**

The period of its duration shall be perpetual.

**ARTICLE III**

The Corporation is organized purpose of conducting any lawful business for which a corporation may be organized under the laws of the State of Nevada.

**ARTICLE IV**

The aggregate number of shares that the Corporation will have authority to issue is Five Hundred Fifty Million (550,000,000) shares will be Common Stock, with a par value of \$0.001 per share. Shares of any class of common stock may be issued, without shareholder action, from time to time in one or more series as may from time to time be determined by the board of directors. The board of directors of this Corporation is hereby expressly granted authority, without shareholder action, and within the limits set forth in the Nevada Revised Statutes, to:

(i) designate in whole or in part, the powers, preferences, limitations, and relative rights, of any class of shares before the issuance of any shares of that class;

(ii) create one or more series within a class of shares, fix the number of shares of each such series, and designate, in whole or part, the powers, preferences, limitations, and relative rights of the series, all before the issuance of any shares of that series;

(iii) alter or revoke the powers, preferences, limitations, and relative rights granted to or imposed upon any wholly unissued class of shares or any wholly unissued series of any class of shares;

(iv) increase or decrease the number of shares constituting any series, the number of shares of which was originally fixed by the board of directors, either before or after the issuance of shares of the series; provided that, the number may not be decreased below the number of shares of the series then outstanding, or increased above the total number of authorized shares of the applicable class of shares available for designation as a part of the series;

(v) determine the dividend rate on the shares of any class of shares or series of shares, whether dividends will be cumulative, and if so, from which date(s), and the relative rights of priority, if any, of payment of dividends on shares of that class of shares or series of shares;

(vi) determine whether that class of shares or series of shares will have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

(vii) determine whether that class of shares or series of shares will have conversion privileges and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the board of directors determines;

(viii) determine whether or not the shares of that class of shares or series of shares will be redeemable and, if so, the terms and conditions of such redemption, including the date or date upon or after which they are redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(ix) determine whether that class of shares or series of shares will have a sinking fund for the redemption or purchase of shares of that class of shares or series of shares and, if so, the terms and amount of such sinking fund;

(x) determine the rights of the shares of that class of shares or series of shares in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that class of shares or series of shares; and

(xi) determine any other relative rights, preferences and limitations of that class of shares or series of shares.

The allocation between the classes, or among the series of each class, of unlimited voting rights and the right to receive the net assets of the Corporation upon dissolution, shall be as designated by the board of directors. All rights accruing to the outstanding shares of the Corporation not expressly provided for to the contrary herein or in the Corporation's bylaws or in any amendment hereto shall be vested in the common stock. Accordingly, unless and until otherwise designated by the board of directors of the Corporation, and subject to any superior rights as so designated, the Common Stock shall have unlimited voting rights and be entitled to receive the net assets of the Corporation upon dissolution.

## ARTICLE V

Provisions for the regulation of the internal affairs of the Corporation will be contained in its Bylaws as adopted by the Board of Directors. The number of Directors of the Corporation shall be fixed by its Bylaws.

## ARTICLE VI

The Corporation shall indemnify any person against expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, in all circumstances in which, and to the extent that, such indemnification is permitted and provided for by the laws of the State of Nevada then in effect.

## ARTICLE VII

To the fullest extent permitted by Chapter 78 of the Nevada Revised Statutes as the same exists or may hereafter be amended, an officer or director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages.

## ARTICLE VIII

The Corporation expressly elects not to be governed by or be subject to the provisions of sections 78.378 through 78.3793 of the Nevada Revised Statutes or any similar or successor statutes adopted by any state which may be deemed to apply to the Corporation from time to time.

## ARTICLE IX

Pursuant to the Order of the District Court of Clark County, Nevada entered March 22, 2016 in the cause known as In the Matter of Ilustrato Pictures International, Inc., cause no. A-16-731664-P a copy of which is attached as Annex A hereto, (the "Order") and incorporated by reference herein, the Petitioner in said case, Barton Hollow Limited Liability Co., a Nevada limited liability company, was appointed custodian of the Corporation. As required under the Order, and pursuant to NRS 78.347(4), Barton Hollow Limited Liability Co., states as follows:

- A. Neither Barton Hollow Limited Liability Co., nor its affiliates or subsidiaries have been found to have violated, or otherwise been convicted of, any criminal, administrative, civil or Financial Industry Regulatory Authority, or Securities and Exchange Commission, regulation or statute;
- B. Barton Hollow Limited Liability Co made various unsuccessful attempts, including January 13, 2016, to contact the last known officers and directors of Ilustrato Pictures International, Inc. to demand that the corporation comply with corporate formalities and to continue its business;

- C. Barton Hollow Limited Liability Co is now actively pursuing the business of Illustrato Pictures International, Inc., in an effort to further the interest of its stockholders;
- D. Pursuant to the Order, Barton Hollow Limited Liability Co was required to reinstate the corporate charter of Illustrato Pictures International, Inc., and has done so effective as of March 22, 2016

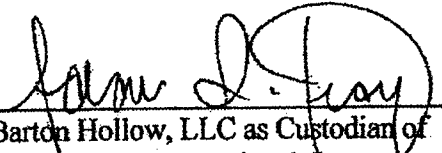
#### SIGNATURE

The undersigned hereby certifies on behalf of ILLUSTRATO PICUTES INTERNATIONAL, INC., a corporation duly organized and existing under the laws of the State of Nevada (the "Corporation") that:

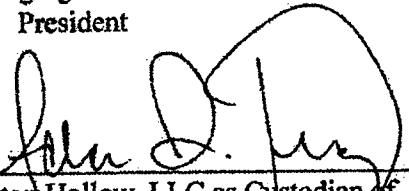
1. The undersigned is the President and Secretary, respectively, of the Corporation.
2. The foregoing Amended and Restated Articles of Incorporation have been duly approved by a majority vote of the Board of Directors.
3. The foregoing Amended and Restated Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Nevada Corporations Code.

I further declare under penalty of perjury under the laws of the State of Nevada that the matters set forth in this certificate are true and correct of our own knowledge.

IN WITNESS WHEREOF, the undersigned officers have signed this Amended and Restated Articles of Incorporation this 22<sup>nd</sup> day of March, 2016.

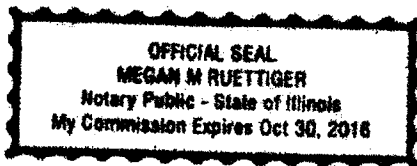


By: Barton Hollow, LLC as Custodian of  
Illustrato Pictures International, Inc.  
Name: Adam S. Tracy  
Its; Managing Member  
Title: President



By: Barton Hollow, LLC as Custodian of  
Illustrato Pictures International, Inc.  
Name: Adam S. Tracy  
Its; Managing Member  
Title: Secretary

Sworn to before me this 22<sup>nd</sup> day of March, 2016.

  
Notary Public



# **RESTATED BYLAWS OF ILUSTRATO PICTURES INTERNATIONAL, INC.**

## **A NEVADA CORPORATION**

### **ARTICLE I OFFICES**

Section 1. REGISTERED OFFICE. The registered office of Ilustrato Pictures International, Inc. (the "*Corporation*") in the State of Nevada is 1333 N Buffalo Drive, Suite 201, Las Vegas, Nevada. The name of its registered agent at such address is Jay Shafer. The registered office and/or registered agent of the Corporation may be changed from time to time by action of the Board of Directors of the Corporation (the "*Board of Directors*" or "*Board*," and each member a "*Director*").

Section 2. OTHER OFFICES. The Corporation may also have offices at such other places, both within and without the State of Nevada, as the Board of Directors may from time to time determine or the business of the Corporation may require.

### **ARTICLE II MEETINGS OF STOCKHOLDERS**

Section 1. PLACE AND TIME OF MEETINGS. An annual meeting of the stockholders shall be held each year for the purpose of electing Directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the Board of Directors or as set by the President (as defined below) of the Corporation. If the election of Directors is not held on the date fixed as provided herein and by a resolution for any annual meeting of the stockholders, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as may conveniently be held.

Section 2. SPECIAL MEETINGS. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of Board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Nevada, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by two or more members of the Board of Directors or the President, and shall be called by the President upon the written request of holders of shares entitled to cast not less than 30% of the outstanding shares of any series or class of the Corporation's capital stock.

Section 3. PLACE OF MEETINGS. The Board of Directors may designate any place, either within or without the State of Nevada, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Corporation.

Section 4. NOTICE. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting shall be given to each stockholder entitled to vote at such

meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the Board of Directors, the President or the Secretary (as defined below), and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the Corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting to the transaction of any business at the beginning of the meeting because the meeting is not lawfully called or convened.

Section 5. STOCKHOLDERS LIST. The officer having charge of the stock ledger of the Corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. QUORUM. Except as otherwise provided by applicable law or by the Articles of Incorporation, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 7 of this Article II, until a quorum shall be present or represented.

Section 7. ADJOURNED MEETINGS. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. VOTE REQUIRED. When a quorum is present, the affirmative vote of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provision of an applicable law or of the Articles of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. If applicable, where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class.

Section 9. VOTING RIGHTS. Except as otherwise provided by the General Corporation Law of the State of Nevada or by the Articles of Incorporation of the Corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of

the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. PROXIES. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him, her or it by proxy. Every proxy must be signed by the stockholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 11. ACTION BY WRITTEN CONSENT. Unless otherwise provided in the Articles of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the state of Nevada, or the Corporation's principal place of business, or an officer or agent of the Corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested provided, however, that no consent or consents delivered by certified or registered mail shall be deemed delivered until such consent or consents are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered to the Corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

### **ARTICLE III DIRECTORS**

Section 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2. NUMBER, QUALIFICATION, ELECTION AND TERM OF OFFICE. The number of Directors that constitute the first Board of Directors shall be no less than one and no more than five. Thereafter, the number of Directors shall be established from time to time by

resolution of the Board. A Director shall be a natural person and at least 18 years of age. A Director need not be a resident of Nevada or a stockholder of the Corporation. The Directors shall be elected at each annual meeting of the stockholders, except as provided in Section 4 of this Article III. The Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the annual meeting and entitled to vote in the election of Directors. Each Director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. REMOVAL AND RESIGNATION. Any Director or the entire Board of Directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors. Whenever the holders of any class or series are entitled to elect one or more Directors by the provisions of the Corporation's Articles of Incorporation, the provisions of this section shall apply, in respect to the removal without cause or a Director or Directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any Director may resign at any time upon written notice to the Corporation.

Section 4. VACANCIES. Except as otherwise provided by the Articles of Incorporation of the Corporation or any amendments thereto, vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority vote of the Directors then in office. Each Director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. ANNUAL MEETINGS. The annual meeting of each newly elected Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of stockholders.

Section 6. OTHER MEETINGS AND NOTICE. Regular meetings, other than the annual meeting, of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by resolution of the Board. Special meetings of the Board of Directors may be called by or at the request of the President on at least 24 hours notice to each Director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice, the President must call a special meeting on the written request of at least a majority of the Directors.

Section 7. QUORUM, REQUIRED VOTE AND ADJOURNMENT. A majority of the total number of Directors shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. COMMITTEES. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation, which to the extent provided in such resolution or these Bylaws shall have and may exercise the powers of the Board of Directors in the management and affairs of the Corporation except as otherwise limited by law. The Board of Directors may designate one

or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 9. COMMITTEE RULES. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the Board of Directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 10. COMMUNICATIONS EQUIPMENT. Members of the Board of Directors or any committee thereof may participate in and act at any meeting of the Board or such committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 11. WAIVER OF NOTICE AND PRESUMPTION OF ASSENT. Any member of the Board of Directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting to the transaction of any business at the beginning of the meeting because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the Secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12. ACTION BY WRITTEN CONSENT. Unless otherwise restricted by the Articles of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

#### **ARTICLE IV OFFICERS**

Section 1. NUMBER. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a Chairman, if any is elected, a Chief Executive Officer, if any is elected, a President, a Secretary, a Treasurer, and such other officers and assistant officers as may

be deemed necessary or desirable by the Board of Directors (all as defined below). Any number of offices may be held by the same person. In its discretion, the Board of Directors may choose not to fill any office for any period as it may deem advisable.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as may be conveniently held. The President shall appoint other officers to serve for such terms as he or she deems desirable. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. REMOVAL. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. VACANCIES. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term by the Board of Directors then in office.

Section 5. COMPENSATION. Compensation of all officers shall be fixed by the Board of Directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a Directors of the Corporation.

Section 6. THE CHAIRMAN OF THE BOARD. The "Chairman of the Board," if one shall have been elected, shall be a member of the Board of Directors, an officer of the Corporation, and, if present, shall preside at each meeting of the Board of Directors or shareholders. The Chairman of the Board shall, in the absence or disability of the President, act with all of the powers and be subject to all the restrictions of the President. He shall advise the President, and in the President's absence, other officers of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 7. THE CHIEF EXECUTIVE OFFICER. The "Chief Executive Officer," if any, shall be the chief executive officer of the Corporation. In the absence of the Chairman of the Board or if a Chairman of the Board shall have not been elected, the Chief Executive Officer shall preside at all meetings of the stockholders and Board of Directors at which he or she is present. Subject to the powers of the Board of Directors, the Chief Executive Officer shall have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or as may be provided in these Bylaws.

Section 8. THE PRESIDENT. The "President" shall be the president of the Corporation. In the absence of the Chairman of the Board and the Chief Executive Officer, or if a Chairman of the Board and Chief Executive Officer shall not have been elected, the President shall preside at all

meetings of the stockholders and Board of Directors at which he or she is present. Subject to the powers of the Board of Directors, the President shall have general charge of the business, affairs and property of the Corporation, and control over its officers, agents and employees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or as may be provided in these Bylaws.

Section 9. VICE-PRESIDENTS. The "Vice-President," if any, or if there shall be more than one, the "Vice-Presidents" in the order determined by the Board of Directors shall, in the absence or disability of the President, act with all of the powers and be subject to all the restrictions of the President. The Vice-Presidents shall also perform such other duties and have such other powers as the Board of Directors, the President or these Bylaws may, from time to time, prescribe.

Section 10. THE SECRETARY AND ASSISTANT SECRETARIES. The "Secretary" shall attend all meetings of the Board of Directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the President's supervision, the Secretary shall give, or cause to be given, all notices required to be given by these Bylaws or by law; shall have such powers and perform such duties as the Board of Directors, the President or these Bylaws may, from time to time, prescribe; and shall have custody of the corporate seal of the Corporation. The Secretary, or an "Assistant Secretary," shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Assistant Secretary, or if there be more than one, the "Assistant Secretaries" in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the President, or Secretary may, from time to time, prescribe.

Section 11. THE TREASURER AND ASSISTANT TREASURER. The "Treasurer" shall have custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation; shall deposit all monies and other valuable effects in the name and to the credit of the Corporation as may be ordered by the Board of Directors; shall cause the funds of the Corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; shall render to the President and the Board of Directors, at its regular meeting or when the Board of Directors so requires, an account of the Corporation; and shall have such powers and perform such duties as the Board of Directors, the President or these Bylaws may, from time to time, prescribe. If required by the Board of Directors, the Treasurer shall give the Corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Treasurer and for the restoration to the Corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the Treasurer belonging to the Corporation. The "Assistant Treasurer," or if there shall be more than one, the "Assistant Treasurers" in the order determined by the Board of Directors, shall in the absence or disability of the Treasurer, perform the duties and exercise the

powers of the Treasurer. The Assistant Treasurers shall perform such other duties and have such other powers as the Board of Directors, the President or Treasurer may, from time to time, prescribe.

Section 12. OTHER OFFICERS, ASSISTANT OFFICERS AND AGENTS. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors.

Section 13. ABSENCE OR DISABILITY OF OFFICERS. In the case of the absence or disability of any officer of the Corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the Board of Directors may by resolution delegate the powers and duties of such officer to any other officer or to any Director, or to any other person whom it may select.

## **ARTICLE V INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS**

Section 1. NATURE OF INDEMNITY. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "*proceeding*"), by reason of the fact that he or a person of whom he is the legal representative, is or was a Director or officer, of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, fiduciary, or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee, fiduciary or agent or in any other capacity while serving as a Director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Nevada, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article V, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of Directors and officers.

Section 2. PROCEDURE FOR INDEMNIFICATION OF DIRECTORS AND OFFICERS. Any indemnification of a Director or officer of the Corporation under Section 1 of this Article V



or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon the written request of the Director or officer. If a determination by the Corporation that the Director or officer is entitled to indemnification pursuant to this Article V, and the Corporation fails to respond within 60 days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by the Director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Nevada for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Nevada, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. NONEXCLUSIVITY OF ARTICLE V. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of stockholders or disinterested Directors or otherwise.

Section 4. INSURANCE. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a Director, officer, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article V.

Section 5. EXPENSES. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 6. EMPLOYEES AND AGENTS. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another Corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 7. CONTRACT RIGHTS. The provisions of this Article V shall be deemed to be a contract right between the Corporation and each Director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Nevada or other applicable law are in effect, and any repeal or modification of this Article V or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. MERGER OR CONSOLIDATION. For purposes of this Article V, references to "*the Corporation*" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Directors, officers, and employees or agents, so that any person who is or was a Director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

## **ARTICLE VI CERTIFICATES OF STOCK**

Section 1. FORM. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the Chairman of the Board, the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the Corporation or its employee or (2) by a registrar, other than the Corporation or its employee, the signature of any such Chairman of the Board, President, Vice-President, Secretary, or Assistant Secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the Corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. Shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates for such shares endorsed

by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The Board of Directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the Corporation.

Section 2. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. FIXING A RECORD DATE FOR STOCKHOLDER MEETINGS. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 4. FIXING A RECORD DATE FOR ACTION BY WRITTEN CONSENT. In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Nevada, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt

requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5. **FIXING A RECORD DATE FOR OTHER PURPOSES.** In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6. **SUBSCRIPTIONS FOR STOCK.** Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the Board of Directors. Any call made by the Board of Directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the Corporation may proceed to collect the amount due in the same manner as any debt due the Corporation.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. **DIVIDENDS.** Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or any other purpose and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. **CHECKS, DRAFTS OR ORDERS.** All checks, drafts, or other orders for the payment of money by or to the Corporation and all notes and other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall be determined by resolution of the Board of Directors or a duly authorized committee thereof.

Section 3. **CONTRACTS.** The Board of Directors may authorize any officer or officers, or any agent or agents, of the Corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4. LOANS. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiary, including any officer or employee who is a Director of the Corporation or its subsidiary, whenever, in the judgment of the Directors, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the Corporation. Nothing contained in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

Section 5. FISCAL YEAR. The fiscal year of the Corporation shall end on December 31 of each year, unless otherwise fixed by resolution of the Board of Directors.

Section 6. CORPORATE SEAL. The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Seal, Nevada". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. VOTING SECURITIES OWNED BY CORPORATION. Voting securities in any other Corporation held by the Corporation shall be voted by the President, unless the Board of Directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. INSPECTION OF BOOKS AND RECORDS. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in the State of Nevada or at its principal place of business.

Section 9. SECTION HEADINGS. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. INCONSISTENT PROVISIONS. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Articles of Incorporation of the Corporation, any agreement entered into among the stockholders of the Corporation, the General Corporation Law of the State of Nevada or any other applicable law, the provision of these Bylaws shall not be given any effect to the extent of such inconsistency (but shall otherwise be given full force and effect) and the terms of such Articles of Incorporation, stockholders agreement, the General

Corporation Law of the State of Nevada or applicable law shall govern with respect to, and to the extent of, such inconsistency.

**ARTICLE VIII  
AMENDMENTS**

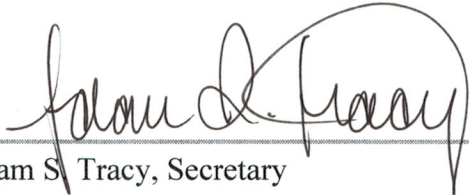
These Bylaws may be amended, altered, or repealed and new Bylaws adopted at any meeting of the Board of Directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the Bylaws has been conferred upon the Board of Directors shall not divest the stockholders of the same powers.

**CERTIFICATE**

The undersigned hereby certifies that he is the duly elected, qualified, acting and hereunto authorized Secretary of the Corporation and that the foregoing and annexed Bylaws constitute a true and complete copy of the Bylaws of said Corporation presently in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Certificate.

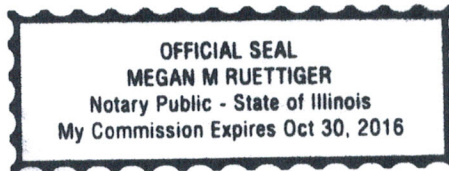
DATED as of: March 22, 2016

/s/   
Adam S. Tracy, Secretary

Signed before me this 22nd day of March, 2016



Notary Public



## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (“Agreement”), is entered into effective as of April 6, 2016 by and among **Illustrato Pictures International, Inc.** a Nevada corporation (“ILUS”), **ILUS Acquisition, Inc.**, a Nevada corporation and a wholly-owned subsidiary of ILUS (the “ILUS Subsidiary”), and **Cache Elite, Inc.**, an Arizona corporation (the “Company”), and the shareholders listed in Exhibit A, who are the holders of at least a majority in interest of the issued and outstanding capital stock of the Company (the “Company Shareholders”).

**WHEREAS**, ILUS, through the ILUS Subsidiary, desires to acquire all of the shares of the capital stock of the Company (the “Company Shares”) owned by the Company Shareholders on the terms and conditions set forth in this Agreement;

**WHEREAS**, the parties intend to effectuate the aforementioned acquisition of Company Shares by merging the ILUS Subsidiary with and into the Company (the “Merger”) pursuant to the terms and conditions set forth in this Agreement with the Company being the surviving corporation (the “Surviving Corporation”) in the Merger; and

**WHEREAS**, the Company and the Company Shareholders each deem it advisable and in their best interests to effect the Merger contemplated by this Agreement.

In consideration of the mutual covenants contained herein, ILUS, ILUS Subsidiary, the Company and the Company Shareholders hereby agree as follows:

### ARTICLE 1

#### TERMS OF THE MERGER

1.1 **Merger.** At the Effective Time (as hereinafter defined), upon the terms and subject to the conditions of this Agreement, the ILUS Subsidiary shall merge with and into the Company (the “Merger”) in accordance with the Nevada Statutes (the “Nevada Act”) and the Nevada Corporations Code (“Nevada Act”). At the Effective Time, the separate existence of the ILUS Subsidiary shall cease and the Company shall be the surviving corporation in the Merger (the “Surviving Corporation”). The parties shall execute Articles of Merger (“Articles of Merger”) and such other documents necessary to comply in all respects with the requirements of the Nevada Act, the Nevada Act and with the provisions of this Agreement.

1.2 **Effective Time.** Subject to the terms and conditions of this Agreement, the Merger shall become effective at the time of the filing of the Articles of Merger with the Secretary of State of Nevada in accordance with the applicable provisions of the Nevada Act, the Nevada Act or at such later time as may be specified in the Articles of Merger. The time when the Merger shall become effective is herein referred to as the “Effective Time,” and the date on which the Effective Time occurs is herein referred to as the “Closing Date.” The closing of the Merger (the “Closing”) and the filing of the Articles of Merger shall occur as soon as practicable after:

1.2.1 Execution of this Agreement;

1.2.2 Satisfactory completion by each party hereto of the due diligence investigation of each such other party to this Agreement;

1.2.3 Satisfaction of all conditions to closing set forth in Article 4, “Conditions Precedent to Obligations of ILUS and ILUS Subsidiary,” and Article 5, “Conditions Precedent to the Obligations of the Company and the Company Shareholders”; and

1.2.4 Receipt by ILUS of any required approvals under the Nevada Act, the Nevada Act and any other applicable corporate law and any other required regulatory approvals.

1.3 **Closing.** The Closing Date shall be no later than June 30, 2016. Any further extension of the Closing Date may be made only with the written consent of ILUS, the Company and the Company Shareholders. .

1.4 **Merger Consideration; Conversion of Shares.** The total consideration to be paid to the Company Shareholders in connection with the Merger (the “Total Merger Consideration”) shall be issuance of up to 350,000,000 restricted shares on a 350,000 for 1 basis of ILUS Common Stock, par value \$0.0001 per share (the “ILUS Shares”), to the Company Shareholders on the Closing Date. Subject to the provisions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the Company Shareholders, the Company, ILUS or the ILUS Subsidiary, each outstanding share of Common Stock of the Company shall be converted into the right to receive a pro rata amount of ILUS Shares.

1.5 **Exchange of Convertible Securities.** Prior to the Closing, each outstanding option, warrant or other security convertible into or exercisable for Company Shares (“Company Convertible Securities”) shall be exchanged for or converted into convertible securities of ILUS (“ILUS Convertible Securities”), which ILUS Convertible Securities shall have substantially the same terms as the Company Convertible Securities.

1.6 **Shareholder’s Rights upon Merger.** Upon consummation of the Merger, the Company Shareholders shall cease to have any rights with respect to the certificates which theretofore represented shares of Company Shares (the “Certificates”), and, subject to applicable law and this Agreement, shall only have the right to receive their pro rata share of the Total Merger Consideration, including their pro rata share of the number of ILUS Shares into which the Company Shares has been converted pursuant to this Agreement and the Merger.

1.7 **Surrender and Exchange of Shares; Payment of Merger Consideration.** In connection with the Closing, upon receipt of notice from the Company and ILUS of the Effective Time, the Company Shareholders shall surrender and deliver the Certificates to ILUS duly endorsed in blank. As soon as reasonably practicable following the later to occur of the Effective Time or such surrender and delivery, ILUS will deliver to the Company Shareholders certificates representing their ILUS Shares. Until so surrendered and exchanged, each outstanding Certificate after the Effective Time shall be deemed for all purposes to evidence only the right to receive the Total Merger Consideration set forth herein.

1.8 **Articles of Incorporation.** At and after the Effective Time, the Articles of Incorporation of the Company shall be the Articles of Incorporation of the Surviving Corporation.



1.9 **Bylaws.** At and after the Effective Time, the Bylaws of the Company shall be the Bylaws of the Surviving Corporation (subject to any amendment specified in the Plan of Merger and any subsequent amendment).

1.10 **Name.** At and after the Effective Time, the name of ILUS shall be changed to the name of the Surviving Corporation.

1.11 **Board of Directors.** Effective as of and after the Effective Time, the Board of Directors of ILUS shall consist of persons selected by the Company whom are listed on Exhibit B of the Agreement. The Board of Directors of the Surviving Corporation shall be the current Board of Directors of the Company or such other persons as the Company may select.

1.12 **Other Effects of Merger.** The Merger shall have all further effects as specified in the applicable provisions of the Nevada Act.

1.13 **Additional Actions.** If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Company or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Company, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement and the transactions contemplated hereby.

1.14 **Tax-Free Reorganization.** The parties intend that the Merger qualify as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the “Code”).

1.15 **Financial Statements and Income Tax Returns.** The parties contemplate that the Surviving Corporation, as a subsidiary of ILUS’s consolidated group, will include its financial results in ILUS’s consolidated financial statements covering the periods after joining ILUS’s consolidated group.

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE COMPANY SHAREHOLDERS

Except as disclosed on the schedules to be delivered by the Company and the Company Shareholders to ILUS and the ILUS Subsidiary on the Closing Date (the “Company Disclosure Schedule”), which Company Disclosure Schedule is incorporated into and should be considered an integral part of this Agreement, the Company represents and warrants to ILUS and the ILUS

Subsidiary as follows to all Sections, except for Sections 2.1, “Validity of Agreement,” 2.3, “Title,” and 2.31 “Investment Intent,” which Sections are representations and warranties of the Company Shareholders and/or the Company, as the case may be::

2.1 **Validity of Agreement.** This Agreement is valid and binding upon the Company Shareholders and the Company and neither the execution nor delivery of this Agreement by such parties nor the performance by such parties of any of their covenants or obligations hereunder will constitute a material default under any contract, agreement or obligation to which any of them is a party or by which they or any of their respective properties are bound. This Agreement is enforceable severally against the Company and the Company Shareholders in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors’ rights generally.

2.2 **Organization and Good Standing.** The Company is a corporation duly organized and existing in good standing under the laws of the State of Arizona. The Company has full corporate power and authority to carry on its business as now conducted and to own or lease and operate the properties and assets now owned or leased and operated by it. The Company is duly qualified to transact business in the State of Arizona and in all states and jurisdictions in which the business or ownership of its property makes it necessary so to qualify, except for jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter.

2.3 **Title.** The Company Shareholders have full right and title to the Company Shares to be exchanged free and clear of all liens, encumbrances, restrictions and claims of every kind and such Company Shares constitute all the Company Shares which the Company Shareholders, directly or indirectly, own or have any right to acquire. The Company Shareholders have the legal right, power and authority to enter into this Agreement and will have the right to sell, assign, transfer and convey the Company Shares so owned by them pursuant to this Agreement and deliver to ILUS valid title to the Company shares pursuant to the provisions of this Agreement, free and clear of all liens, encumbrances, restrictions and claims of every kind. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase or sale of any Company Shares owned by the Company Shareholders.

2.4 **Exclusive Dealing.** The Company Shareholders are not engaged in any discussions or negotiations for the purchase or sale of any Company Shares, except those discussions with ILUS which are embodied in this Agreement.

2.5 **Capitalization.** The authorized capital stock of the Company consists of 1,000 shares of Common Stock, \$0.001 value per share, 1,000 shares of which are issued and outstanding, and 100 shares of Preferred Stock, no par value, of which none has been issued. The Company Shares constitute the only outstanding shares of the capital stock of the Company of any nature whatsoever, voting and non-voting. The Company Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer, except those imposed by the applicable federal and state securities laws. All Company Shares are certificated, and the Company

has not executed and delivered certificates for Company Shares in excess of the number of Company Shares set forth in this Section 2.5. Except as set forth in the Company Disclosure Schedule, there are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of the Company, whether issued, unissued or held in its treasury. There are no treasury shares.

2.6 **Subsidiaries**. The Company has no subsidiaries. The Company does not own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

2.7 **Ownership and Authority**. The execution, delivery and performance of this Agreement by the Company has been duly authorized by its Board of Directors of the Company and all other required corporate approvals have been obtained. This Agreement is valid and binding upon the Company, and is enforceable against the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally. The execution, delivery and performance of this Agreement by the Company will not result in the violation or breach of any term or provision of charter instruments applicable to the Company or constitute a material default under any material indenture, mortgage, deed of trust or other contract or agreement to which the Company is a party or by which the Company or any of its properties is bound and will not cause the creation of a lien or encumbrance on any properties owned by or leased to or by the Company.

2.8 **Liabilities and Obligations**. Except to the extent set forth in the Company Financial Statements or disclosed in the Company Disclosure Schedule, the Company has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) secured by a pledge or a lien on any of its assets.

2.9 **Financial Statements**. The financial statements for the Company for the years ending December 31, 2015 (the "Financial Statements") have been prepared from the books and records of the Company by its independent public accountants. The Company Financial Statements (i) are true, complete, and correct, and fairly present the financial condition and assets and liabilities or the results of operations of the Company as of the dates thereof and for the periods indicated in conformity with generally accepted accounting principles consistently applied, and (ii) contain and reflect all necessary adjustments for fair and accurate presentation of the financial condition as of such dates. There has not been any change between the date of the Company Financial Statements and the date of this Agreement which has had an adverse effect on the financial position or results of operations of the Company. Except as and to the extent reflected or reserved against in such Company Financial Statements, or otherwise expressly disclosed therein, the Company has no liabilities or obligations, contingent or otherwise, of a nature required to be reflected in the Company Financial Statements in accordance with generally accepted accounting principles consistently applied.

2.10 **Absence of Certain Changes**. During the period from the date of this Agreement through and including the Closing Date, the Company has not:

2.10.1 Suffered any adverse change affecting its assets, liabilities, financial condition or business except in the ordinary course of business;

2.10.2 Made any change in the compensation payable or to become payable to any of its employees or agents, or made any bonus payments or compensation arrangements to or with any of its employees or agents, whether direct or indirect, except in the ordinary course of business consistent with past practices;

2.10.3 Paid or declared any dividends, distributions or other payments due or owing to the Selling Shareholders or redeemed or repurchased (or agreed to redeem or repurchase) any of its capital stock;

2.10.4 Issued any stock, or granted any stock options or warrants to purchase stock or issued any securities convertible into common stock of the Company, except as set forth on Schedule 2.10.4;

2.10.5 Sold or transferred any of its assets or canceled any indebtedness or claims owing to it, except in the ordinary course of business and consistent with its past practices;

2.10.6 Sold, assigned or transferred any formulas, inventions, patents, patent applications, trademarks, trade names, copyrights, licenses, computer programs or software, know-how or other intangible assets;

2.10.7 Amended or terminated any contract, agreement or license to which it is a party otherwise than in the ordinary course of business or as may be necessary or appropriate for the consummation of the transactions described herein;

2.10.8 Borrowed any money or incurred, directly or indirectly (as a guarantor or otherwise), any indebtedness in excess of \$10,000, except in the ordinary course of business and consistent with its past practices;

2.10.9 Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities shown in the Financial Statements or current liabilities incurred since such date in the ordinary course of business, consistent with its past practices;

2.10.10 Mortgaged, pledged or subjected to lien, charge or other encumbrance any of its assets, except in the ordinary course of business and consistent with its past practices; or

2.10.11 Entered into or committed to any other transaction other than in the ordinary course of business, consistent with past practices.

2.11 **Taxes.** The Company has filed all federal, state, local or foreign tax returns, tax reports or forms that the Company required to be since its inception. Copies of all such tax returns filed since its fiscal year ended December 31, 2015. No taxes are due to any federal, state, local or foreign tax authority. The Company is not obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not

be deductible under Section 280G of the Code. The Company has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. The Company is not a party to any Tax allocation or sharing agreement. The Company (i) has not been a member of an affiliated group filing a consolidated federal income tax return, (ii) is not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) has no liability for the Taxes of any person (other than the Company) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

2.12 **Title to Properties and Assets.** The Company presently owns or leases real property from which it conducts its business and owns or leases certain personal property. The Company has good and marketable title to all real and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business, free and clear of all security interests, liens, encumbrances, mortgages or charges of any nature, except as set forth in Section 2.12 of the Company Disclosure Schedule. Also set forth in Section 2.12 of the Company Disclosure Schedule is a list of property leased by the Company. Any security interests, liens, encumbrances, mortgages or charges not set forth in the Company's Financial Statements or disclosed in the Company Disclosure Schedule shall be discharged in full on or before the Closing Date and evidenced by UCC Releases delivered by the Company on the Closing Date. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

2.13 **Accounts Receivable/Payable.** Except as set forth in Section 2.13 of the Company Disclosure Schedule, since December 31, 2015 the Company has no accounts receivable, unbilled invoices and other debts. There have been no material adverse changes since December 31, 2015 in any accounts receivable or other debts due the Company or the allowances with respect thereto or accounts payable of the Company from that reflected in the Financial Statements.

2.14 **Material Documents.** Set forth in Section 2.14 of the Company Disclosure Schedule is a complete list of all material documents to which the Company is a party. All such documents listed in Section 2.14 of the Company Disclosure Schedule are valid and enforceable and copies of such material documents (or, with the consent of ILUS, forms thereof) as have been requested by ILUS have been provided to ILUS. Except as disclosed in Section 2.14 of the Company Disclosure Schedule, neither the Company nor any of the other parties thereto, is or will be, merely with the passage of time, in default under any such material document nor is there any requirement for any of such material documents to be novated or to have the consent of the other contracting party in order for such material documents to be valid, effective and enforceable by the Company after the Closing Date as it was immediately prior thereto.

2.15 **Intellectual Properties.** Except as set forth in Section 2.15 of the Company Disclosure Schedule, the Company has no interest in and owns no domestic and foreign letters patent, patents, patent applications, patent licenses, software licenses and know-how licenses, trade names, trademarks, copyrights, unpatented inventions, service mark registrations and applications

and copyright registrations and applications owned or used by the Company in the operation of its business (collectively, the “Intellectual Property”). No Intellectual Property, other than as set forth on Section 2.15 of the Company Disclosure Schedule, is required or used in the operation of the business of the Company. There are no pending or, to the knowledge of the Company and the Company Shareholders, threatened claims of infringement upon the rights to the Intellectual Property or any intellectual property rights of others.

2.16 **No Default.** Neither the Company nor the Company Shareholders are in material default under any provision of any contract, commitment, or agreement respecting the Company or its assets to which the Company or the Company Shareholders is or are parties or by which they are bound.

2.17 **Litigation.** There are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against the Company which relate to and could have a material adverse effect on the properties, business, assets or financial condition of the Company or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of the Company Shareholders or the Company to perform their respective obligations under this Agreement or to carry out the transactions contemplated by this Agreement or otherwise affecting the Shares.

2.18 **Finders.** Neither the Company nor the Company Shareholders owe any fees or commissions, or other compensation or payments to any broker, finder, financial consultant, or similar person claiming to have been employed or retained by or on behalf of the Company or the Company Shareholders in connection with this Agreement or the transactions contemplated hereby.

2.19 **Employees.** Section 2.19 of the Company Disclosure Schedule sets forth the name and current monthly salary and any accrued benefit for each employee of the Company. Except as set forth in Section 2.19 of the Company Disclosure Schedule, the Company has no written employment agreements with any of its employees and it does not currently use the services of nor has it at any time engaged any independent contractor.

2.20 **Absence of Pension Liability.** The Company has no liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of any of its existing or former employees. The consummation of the transactions contemplated by this Agreement will not entitle any employee of the Company to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. Except as described in Section 2.20 of the Company Disclosure Schedule, the Company does not presently have nor has it ever had any employee benefit plans and has no announced plan or legally binding commitment to create any employee benefit plans.

2.21 **Compliance With Laws.** The Company has conducted and is continuing to conduct its business in compliance with, and is in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its

operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on the Company or its results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; or (v) trade and antitrust regulations. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause a lien on any property used, owned or leased by the Company to be created thereunder. To the knowledge of the Company, there are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 2.21 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

2.22 **Filings**. The Company has made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

2.23 **Certain Activities**. The Company has not, directly or indirectly, engaged in or been a party to any of the following activities:

2.23.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

2.23.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

2.23.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

2.23.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally misrecorded on or improperly omitted from the corporate books of account;

2.23.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

2.23.6 Paying or reimbursing (including gifts) personnel of the Company for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subparagraphs 2.23.1 through 2.23.5 above;

2.23.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

2.23.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

2.24 **Employment Relations.** The Company is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against the Company is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving the Company; no labor representation question exists respecting the employees of the Company; no grievance which might have an adverse effect upon the Company or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by the Company; and the Company has not experienced any material labor difficulty during the last three (3) years.

2.25 **Insurance Coverage.** The Company has heretofore delivered copies of the policies of fire, liability, workers' compensation or other forms of insurance of the Company. The Company has complied with the terms and provisions of such policies including, without limitation, all riders and amendments thereto. The Company has met required collateral and premium for coverages in force. In the reasonable judgment of the Company and the Company Shareholders, such insurance is adequate and the Company will keep all current insurance policies in effect through the Closing.

2.26 **Articles of Incorporation and Bylaws.** The Company has heretofore delivered to ILUS true, accurate and complete copies of the Articles of Incorporation and Bylaws of the Company, together with all amendments to each of the same as of the date hereof.

2.27 **Corporate Minutes.** The minute books of the Company provided to ILUS at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including written consents executed in lieu of meetings of its shareholders, Board of Directors and committees thereof through the Closing Date. The stock records of the Company delivered to ILUS at the Closing are the correct and only such stock records and accurately reflects all issues



and transfers of record of the capital stock of the Company. The Company does not have any of its records or information recorded, stored, maintained or held off the premises of the Company.

2.28 **Default on Indebtedness.** The Company is not in default under any evidence of indebtedness for borrowed money.

2.29 **Indebtedness.** Neither the Company Shareholders nor any corporation or entity with which they are affiliated are indebted to the Company, and the Company has no indebtedness or liability to any Shareholder or any corporation or entity with which they are affiliated.

2.30 **Governmental Approvals.** Except as set forth in Section 2.30 of the Company Disclosure Schedule, no consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by the Company Shareholders or the Company.

2.31 **Investment Intent.** The Company Shareholders are taking the ILUS Shares for their own account and for investment, with no present intention of dividing their interest with others or of reselling or otherwise disposing of all or any portion of the ILUS Shares other than pursuant to available exemptions under applicable securities laws. The Company Shareholders do not intend to sell the ILUS Shares, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or non-occurrence of any predetermined event or circumstance. The Company Shareholders have no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for, or which is likely to compel, a disposition of the ILUS Shares. The Company Shareholders are not aware of any circumstances presently in existence which are likely in the future to prompt a disposition of the ILUS Shares. The Company Shareholders possess the experience in business in which ILUS is involved necessary to make an informed decision to acquire the ILUS Shares and the Company Shareholders have the financial means to bear the economic risk of the investment in the ILUS Shares as of the Closing Date. The Company Shareholders have been represented by legal counsel and have consulted with financial advisors to the extent they deemed necessary. The Company Shareholders have received and read the Disclosure Statement of ILUS including its financial statements, SEC Reports, as defined in Section 3.6, "Securities Filings; Financial Statements," and any additional information they have requested. The Company Shareholders have had the opportunity to ask questions of the directors and officers of ILUS concerning ILUS.

2.32 **Licenses, Permits and Required Consents.** The Company has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits ("Authorizations") necessary to the conduct of its business as currently conducted or proposed to be conducted. A list of such Authorizations is set forth in Section 2.32 of the Company Disclosure Schedule attached hereto, true, correct and complete copies of which have previously been delivered to ILUS. All Authorizations relating to the business of the Company are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such Authorizations and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

2.33 **Completeness of Representations and Schedules.** The Disclosure Schedule and Exhibits hereto completely and correctly present in all material respects the information required by this Agreement. This Agreement, any Schedules and Exhibits to be delivered under this Agreement and the representations and warranties of this Article 2 and the documents and written information pertaining to the Company and the Company Shareholders furnished to ILUS and the ILUS Subsidiary or their respective agents by or on behalf of, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make this Agreement, or such certificates, schedules, documents or written information, not misleading.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES OF ILUS, THE ILUS SUBSIDIARY AND THE PRINCIPAL ILUS SHAREHOLDERS

Except as disclosed in the schedules to be delivered by ILUS and the ILUS Subsidiary on the Closing Date (the “ILUS Disclosure Schedule”), which ILUS Disclosure Schedule is incorporated into and should be considered an integral part of this Agreement, ILUS and the ILUS Subsidiary represent and warrant to the Company and the Shareholders as follows to all Sections except for Section 3.29, “Transferability of ILUS Shares,” which Section contains representations and warranties of the ILUS Principal Shareholders:

##### 3.1 **Organization and Good Standing.**

3.1.1 ILUS is a corporation duly organized and existing in good standing under the laws of the State of Nevada. ILUS has full corporate power and authority to carry on its business as now conducted. ILUS is duly qualified to transact business in the State of Nevada and in all states and jurisdictions in which the business or ownership of the ILUS Subsidiary’s properties or assets makes it necessary so to qualify (other than in jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter).

3.1.2 The ILUS Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nevada. The ILUS Subsidiary has full corporate power and authority to carry on its business as now conducted. ILUS Subsidiary is duly qualified to transact business in the State of Nevada and in all states and jurisdictions in which the business or ownership of the ILUS Subsidiary’s properties or assets makes it necessary so to qualify (other than in jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders qualification as a foreign corporation unnecessary as a practical matter).

3.2 **Finders.** No agent, broker, person or firm acting on behalf of ILUS or the ILUS Subsidiary is, or will be, entitled to any commission or broker’s or finder’s fees from any of the parties to this Agreement, or from any person controlling, controlled by or under common control with any of the parties to this Agreement, in connection with any of the transactions contemplated in this Agreement.

3.3 **Authority and Consent.** The execution, delivery and performance of this Agreement by ILUS and the ILUS Subsidiary have been duly authorized by their respective Board of Directors. This Agreement is valid and binding upon ILUS and the ILUS Subsidiary, subject to shareholder approval, and is enforceable against ILUS and the ILUS Subsidiary in accordance with its terms, subject to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally. ILUS and the ILUS Subsidiary have read and understand this Agreement, have consulted legal and accounting representatives to the extent deemed necessary and have the capacity to enter into this Agreement and to carry out the transactions contemplated hereby without the consent of any third party, except shareholder approval.

3.4 **Validity of Agreement.** Neither the execution nor the delivery of this Agreement by ILUS and the ILUS Subsidiary, nor the performance by ILUS and the ILUS Subsidiary of any of the covenants or obligations to be performed by ILUS and the ILUS Subsidiary hereunder, will result in any violation of any order, decree or judgment of any court or other governmental body, or statute or law applicable to ILUS and the ILUS Subsidiary, or in any breach of any terms or provisions of the Articles of Incorporation or the Bylaws of ILUS or the ILUS Subsidiary, respectively, or constitute a default under any indenture, mortgage, deed of trust or other contract to which ILUS and the ILUS Subsidiary is a party or by which ILUS and the ILUS Subsidiary is bound.

3.5 **Government Approvals.** No consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by ILUS and the ILUS Subsidiary.

3.6 **Securities Filings; Financial Statements.** ILUS has made available to the Company and the Shareholders a Disclosure Statement and true and complete copies of all reports, statements and registration statements and amendments thereto filed by ILUS with the Securities and Exchange Commission since June 30, 2015 (the "SEC Reports"). As of their respective dates, or as of the date of the last amendment thereof, if amended after filing, none of the SEC Reports (including all schedules thereto and disclosure documents incorporated by reference therein), contains any untrue statement of a material fact or omitted a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the SEC Reports as of the time of filing or as of the date of the last amendment thereof, if amended after filing, complied in all material respects with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the Securities Act of 1933, as amended (the "Securities Act"), as applicable. The consolidated financial statements of ILUS included in the SEC Reports fairly present in conformity in all material respects with GAAP applied on a consistent basis the consolidated financial position of ILUS as of the dates thereof and their consolidated results of operations and changes in financial position for the periods then ended.

3.7 **Capitalization.**

3.7.1 The authorized capital stock of ILUS consists of 550,000,000 shares of Common Stock, \$0.001 par value per share, 17,857,000 shares of which are issued and outstanding (“Outstanding ILUS Shares”). The Outstanding ILUS Shares constitute the only outstanding shares of the capital stock of ILUS of any nature whatsoever, voting and non-voting. The Outstanding ILUS Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. All Outstanding ILUS Shares are certificated, and the Company has executed and delivered no certificates for shares in excess of the number of Outstanding ILUS Shares set forth in this Section 2.5. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of ILUS, whether issued, unissued or held in its treasury. There are no treasury shares.

3.7.2 The authorized capital stock of the ILUS Subsidiary consists of 1,000 shares of Common Stock, \$0.001 par value per share, 1,000 of which are issued and outstanding (“Outstanding ILUS Subsidiary Shares”). The Outstanding ILUS Subsidiary Shares constitute the only outstanding shares of the capital stock of the ILUS Subsidiary of any nature whatsoever, voting and non-voting. The Outstanding ILUS Subsidiary Shares are validly issued, fully paid and non-assessable and are subject to no restrictions on transfer. The Company has executed and delivered no certificates for shares in excess of the number of Outstanding ILUS Subsidiary Shares set forth in this Section 3.7.2. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, plans or other agreements of any character providing for the purchase, issuance or sale of, or any securities convertible into, capital stock of the ILUS Subsidiary, whether issued, unissued or held in its treasury. There are no treasury shares.

3.8 **Subsidiaries.** Except for the ILUS Subsidiary, neither ILUS nor the ILUS Subsidiary has any subsidiaries. Neither ILUS nor the ILUS Subsidiary own five percent (5%) or more of the securities having voting power of any corporation (or would own such securities in such amount upon the closing of any existing purchase obligations for securities).

3.9 **Absence of Certain Changes.** During the period from the date of this Agreement through and including the Closing Date, neither ILUS nor the ILUS Subsidiary has:

3.9.1 Suffered any adverse change affecting its assets, liabilities, financial condition or business except in the ordinary course of business;

3.9.2 Made any change in the compensation payable or to become payable to any of its employees or agents, or made any bonus payments or compensation arrangements to or with any of its employees or agents, whether direct or indirect, except in the ordinary course of business consistent with past practices;

3.9.3 Paid or declared any dividends, distributions or other payments due or owing to the Selling Shareholders or redeemed or repurchased (or agreed to redeem or repurchase) any of its capital stock;

3.9.4 Issued any stock, or granted any stock options or warrants to purchase stock or issued any securities convertible into common stock of ILUS or the ILUS Subsidiary, except as set forth in Schedule 3.9.4;

3.9.5 Sold or transferred any of its assets or canceled any indebtedness or claims owing to it, except in the ordinary course of business and consistent with its past practices;

3.9.6 Sold, assigned or transferred any formulas, inventions, patents, patent applications, trademarks, trade names, copyrights, licenses, computer programs or software, know-how or other intangible assets;

3.9.7 Amended or terminated any contract, agreement or license to which it is a party otherwise than in the ordinary course of business or as may be necessary or appropriate for the consummation of the transactions described herein;

3.9.8 Borrowed any money or incurred, directly or indirectly (as a guarantor or otherwise), any indebtedness in excess of \$5,000, except in the ordinary course of business and consistent with its past practices;

3.9.9 Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities shown in the Financial Statements or current liabilities incurred since such date in the ordinary course of business, consistent with its past practices;

3.9.10 Mortgaged, pledged or subjected to lien, charge or other encumbrance any of its assets, except in the ordinary course of business and consistent with its past practices; or

3.9.11 Entered into or committed to any other transaction other than in the ordinary course of business, consistent with past practices.

3.10 **Taxes.** ILUS has filed all federal, state, local or foreign tax returns, tax reports or forms that it is required to file since its inception. Copies of all such tax returns filed since its inception will be provided to the Company upon request. No taxes are due to any federal, state, local or foreign tax authority. ILUS is not obligated to make any payments, and is not a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Section 280G of the Code. ILUS has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. ILUS is not a party to any Tax allocation or sharing agreement. ILUS (i) has not been a member of an affiliated group filing a consolidated federal income tax return, (ii) is not and has not ever been a partner in a partnership or an owner of an interest in an entity treated as a partnership for federal income tax purposes, and (iii) has no liability for the Taxes of any person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

3.11 **Title to Properties and Assets.** ILUS presently owns or leases real property from which it conducts its business and owns or leases certain personal property. ILUS has good and

marketable title to all real and personal property reflected on its books and records as owned by it or otherwise required or used in the operation of its business, free and clear of all security interests, liens, encumbrances, mortgages or charges of any nature. Set forth in Section 3.11 of the ILUS Disclosure Schedule is a list of property leased by ILUS. Such improved real property or tangible personal property is in good operating condition and repair, and suitable for the purpose for which it is being used, subject in each case to consumption in the ordinary course, ordinary wear and tear and ordinary repair, maintenance and periodic replacement.

3.12 **Material Documents.** Set forth in Section 3.12 of the ILUS Disclosure Schedule is a complete list of all material documents to which ILUS or the ILUS Subsidiary is a party. All such documents listed in Section 3.12 of the ILUS Disclosure Schedule are valid and enforceable and copies of such material documents (or, with the consent of the Company, forms thereof) have been provided to the Company. Except as disclosed in Section 3.12 of the ILUS Disclosure Schedule, neither ILUS, the ILUS Subsidiary nor any of the other parties thereto, is or will be, merely with the passage of time, in default under any such material document nor is there any requirement for any of such material documents to be novated or to have the consent of the other contracting party in order for such material documents to be valid, effective and enforceable by ILUS or the ILUS Subsidiary, as the case may be, after the Closing Date as it was immediately prior thereto.

3.13 **Intellectual Properties.** Except as set forth in Section 3.13 of the ILUS Disclosure Schedule, neither ILUS nor the ILUS Subsidiary has no interest in and owns no domestic and foreign letters patent, patents, patent applications, patent licenses, software licenses and know-how licenses, trade names, trademarks, copyrights, unpatented inventions, service mark registrations and applications and copyright registrations and applications owned or used by ILUS or the ILUS Subsidiary in the operation of its business (collectively, the “Intellectual Property”). No ILUS Intellectual Property is required or used in the operation of the business of ILUS or the ILUS Subsidiary. There are no pending or threatened claims of infringement upon the ILUS Intellectual Property or upon the rights to any intellectual property of others.

3.14 **No Default.** Neither ILUS nor the ILUS Subsidiary is in default under any provision of any contract, commitment, or agreement respecting ILUS, the ILUS Subsidiary or any of their respective assets to which ILUS or the ILUS Subsidiary is or are parties or by which they are bound.

3.15 **Litigation.** There are no lawsuits, arbitration actions or other proceedings (equitable, legal, administrative or otherwise) pending or, threatened, and there are no investigations pending or threatened against ILUS or the ILUS Subsidiary which relate to and could have a material adverse effect on the properties, business, assets or financial condition of ILUS or the ILUS Subsidiary or which could adversely affect the validity or enforceability of this Agreement or the obligation or ability of ILUS or the ILUS Subsidiary to perform their respective obligations under this Agreement or to carry out the transactions contemplated by this Agreement.

3.16 **Absence of Pension Liability.** Neither ILUS nor the ILUS Subsidiary has any liability of any nature to any person or entity for pension or retirement obligations, vested or unvested, to or for the benefit of any of its existing or former employees. The consummation of

the transactions contemplated by this Agreement will not entitle any employee of ILUS or the ILUS Subsidiary to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, including the Exhibits, or accelerate the time of payment or increase the amount of compensation due to any such employee. Neither ILUS nor the ILUS Subsidiary have presently nor have they ever had any employee benefit plans and have no announced plan or legally binding commitment to create any employee benefit plans.

3.17 **Compliance with Laws.** ILUS and the ILUS Subsidiary have conducted and are continuing to conduct their respective businesses in compliance with, and are in compliance with, all applicable statutes, orders, rules and regulations promulgated by governmental authorities relating in any respect to its operations, conduct of business or use of properties, except where noncompliance with any such statutes, orders, rules or regulations would not have an adverse effect on either ILUS, the ILUS Subsidiary or their respective results of operations. Such statutes, orders, rules or regulations include, but are not limited to, any applicable statute, order, rule or regulation relating to (i) wages, hours, hiring, nondiscrimination, retirement, benefits, pensions, working conditions, and worker safety and health; (ii) air, water, toxic substances, noise, or solid, gaseous or liquid waste generation, handling, storage, disposal or transportation; (iii) zoning and building codes; (iv) the production, storage, processing, advertising, sale, distribution, transportation, disposal, use and warranty of products; or (v) trade and antitrust regulations. The execution, delivery and performance of this Agreement by ILUS and the ILUS Subsidiary and the consummation by ILUS and the ILUS Subsidiary of the transactions contemplated by this Agreement will not, separately or jointly, violate, contravene or constitute a default under any applicable statutes, orders, rules and regulations promulgated by governmental authorities or cause a lien on any property used, owned or leased by ILUS or the ILUS Subsidiary to be created thereunder. There are no proposed changes in any applicable statutes, orders, rules and regulations promulgated by governmental authorities that would cause any representation or warranty contained in this Section 3.17 to be untrue or have an adverse effect on its operations, conduct of business or use of properties.

3.18 **Filings.** ILUS and the ILUS Subsidiary have made all filings and reports required under all local, state and federal laws with respect to its business and of any predecessor entity or partnership, except filings and reports in those jurisdictions in which the nature of the property owned or business conducted, when considered in relation to the absence of serious penalties, renders the required filings or reports unnecessary as a practical matter.

3.19 **Certain Activities.** Neither ILUS nor the ILUS Subsidiary has, directly or indirectly, engaged in or been a party to any of the following activities:

3.19.1 Bribes, kickbacks or gratuities to any person or entity, including domestic or foreign government officials or any other payments to any such persons or entity, whether legal or not legal, to obtain or retain business or to receive favorable treatment of any nature with regard to business (excluding commissions or gratuities paid or given in full compliance with applicable law and constituting ordinary and necessary expenses incurred in carrying on its business in the ordinary course);

3.19.2 Contributions (including gifts), whether legal or not legal, made to any domestic or foreign political party, political candidate or holder of political office;

3.19.3 Holding of or participation in bank accounts, funds or pools of funds created or maintained in the United States or any foreign country, without being reflected on the corporate books of account, or as to which receipts or disbursements therefrom have not been reflected on such books, the purpose of which is to obtain or retain business or to receive favorable treatment with regard to business;

3.19.4 Receiving or disbursing monies, the actual nature of which has been improperly disguised or intentionally misrecorded on or improperly omitted from the corporate books of account;

3.19.5 Paying fees to domestic or foreign consultants or commercial agents which exceed the reasonable value of the ordinary and customary consulting and agency services purported to have been rendered;

3.19.6 Paying or reimbursing (including gifts) personnel of ILUS or the ILUS Subsidiary for the purpose of enabling them to expend time or to make contributions or payments of the kind or for the purposes referred to in Subparagraphs 2.23.1 through 2.23.5 above;

3.19.7 Participating in any manner in any activity which is illegal under the international boycott provisions of the Export Administration Act, as amended, or the international boycott provisions of the Internal Revenue Code, or guidelines or regulations thereunder; and

3.19.8 Making or permitting unlawful charges, mischarges or defective or fraudulent pricing under any contract or subcontract under a contract with any department, agency or subdivision thereof, of the United States government, state or municipal government or foreign government.

3.20 **Employment Relations.** ILUS and the ILUS Subsidiary are in compliance with all Federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against either ILUS or the ILUS Subsidiary is pending before the National Labor Relations Board; there is no labor strike, dispute, slow down or stoppage actually pending or threatened against or involving either ILUS or the ILUS Subsidiary; no labor representation question exists respecting the employees of either ILUS or the ILUS Subsidiary; no grievance which might have an adverse effect upon either ILUS or the ILUS Subsidiary or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is currently being negotiated by either ILUS or the ILUS Subsidiary; and either ILUS or the ILUS Subsidiary has not experienced any material labor difficulty during the last three (3) years.

3.21 **Insurance Coverage.** The policies of fire, liability, workers' compensation or other forms of insurance of ILUS and the ILUS Subsidiary are described in Section 3.23 of the ILUS Disclosure Schedule. Both ILUS and the ILUS Subsidiary have complied with the terms and provisions of such policies including, without limitation, all riders and amendments thereto. ILUS



and the ILUS Subsidiary have met required collateral and premium for coverages in force. In the reasonable judgment of ILUS and the ILUS Subsidiary, such insurance is adequate and ILUS will keep all current insurance policies in effect through the Closing.

3.22 **Articles of Incorporation and Bylaws.** Each of ILUS and the ILUS Subsidiary has heretofore delivered to the Company true, accurate and complete copies of their respective Articles of Incorporation and Bylaws, together with all amendments to each of the same as of the date hereof.

3.23 **Corporate Minutes.** The minute books of each of ILUS and the ILUS Subsidiary provided to the Company at the Closing are the correct and only such minute books and do and will contain, in all material respects, complete and accurate records of any and all proceedings and actions at all meetings, including written consents executed in lieu of meetings of their respective shareholders, Board of Directors and committees thereof through the Closing Date. The stock records of each of ILUS and the ILUS Subsidiary delivered to the Company and the Shareholders at the Closing are the correct and only such stock records and accurately reflects all issues and transfers of record of the capital stock of each of ILUS and the ILUS Subsidiary. Neither ILUS nor the ILUS Subsidiary has any of its records or information recorded, stored, maintained or held off the premises of ILUS.

3.24 **Default on Indebtedness.** Neither ILUS nor the ILUS Subsidiary is in default under any evidence of indebtedness for borrowed money.

3.25 **Agreements, Judgment and Decrees.** Neither ILUS nor the ILUS Subsidiary is subject to any agreement, judgment or decree adversely affecting its or their ability to enter into this Agreement, to consummate the transactions contemplated herein.

3.26 **Governmental Approvals.** Except as set forth in Section 3.26 of the ILUS Disclosure Schedule, no consent, approval or authorization of, or notification to or registration with, any governmental authority, either federal, state or local, is required in connection with the execution, delivery and performance of this Agreement by ILUS or the ILUS Subsidiary.

3.27 **Licenses, Permits and Required Consents.** Each of ILUS and the ILUS Subsidiary has all required franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits (“Authorizations”) necessary to the conduct of its business as currently conducted or proposed to be conducted. A list of such Authorizations is set forth in Section 3.27 of the ILUS Disclosure Schedule attached hereto, true, correct and complete copies of which have previously been delivered to the Company. All Authorizations relating to the business of ILUS or the ILUS Subsidiary are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such Authorizations and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

3.28 **Employment and Consulting Agreements.** Neither ILUS nor the ILUS Subsidiary has any outstanding employment or consulting agreement, written or oral, with any employee or third party.

3.29 **Transferability of ILUS Shares.** The ILUS Shares are qualified for trading on Nasdaq's OTC Bulletin Board under the symbol OCIC.OB. There are at least two market makers for the ILUS Share and will be at least two market makers after the Merger. The ILUS Shares owned by non-Affiliates were registered with the SEC under an SB-2 Registration Statement and are freely tradable on the OTC Bulletin Board and transferable without further action by ILUS. The ILUS Shares owned by non-Affiliates will continue to be tradable on the OTC Bulletin Board and transferable by non-Affiliates after the Merger, provided that ILUS timely files a report on Form 8-K containing information about the Merger and the Company as required by applicable SEC regulations. The term "Affiliate" in this Agreement shall have the meaning as defined in Rule 415 under the Securities Act of 1933, as amended. The foregoing representations and warranties do not apply if non-Affiliates who hold ILUS Shares have pledged, hypothecated or otherwise restricted the transferability of their ILUS Shares.

3.30 **Completeness of Representations and Schedules.** The Disclosure Schedule and Exhibits hereto completely and correctly present in all material respects the information required by this Agreement. This Agreement, any Schedules and Exhibits to be delivered under this Agreement and the representations and warranties of this Article 3, and the documents and written information pertaining to ILUS and the ILUS Subsidiary furnished to the Company or its agents and the Shareholders by or on behalf of ILUS, the ILUS Subsidiary and the ILUS Principal Shareholders, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make this Agreement, or such certificates, schedules, documents or written information, not misleading.

## ARTICLE 4

### CONDITIONS PRECEDENT TO THE OBLIGATIONS OF ILUS AND THE ILUS SUBSIDIARY

The obligations of ILUS and the ILUS Subsidiary pursuant to this Agreement are, at the option of ILUS and the ILUS Subsidiary, subject to the fulfillment to ILUS's and the ILUS Subsidiary's satisfaction on or before the Closing Date of each of the following conditions:

4.1 **Execution of this Agreement.** The Company and the Shareholders have duly executed and delivered this Agreement to ILUS, and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

4.2 **Representations and Warranties Accurate.** All representations and warranties of the Shareholder and the Company contained in this Agreement shall have been true in all material respects as of the Closing Date.

4.3 **Performance of the Company and Shareholders.** The Company and the Shareholders shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed or complied with by them.

4.4 **Tender of Company Shares.** The Shareholders shall deliver to ILUS all Company Shares and all options, warrants or other rights to acquire Company Shares owned by such Shareholders free and clear of any liens, encumbrances and other obligations.

4.5 **Title.** On or prior to the Closing Date, the Company shall deliver to ILUS duly executed UCC-2 releases, as described in Section 2.12, “Title to Properties and Assets,” or evidence that no liens have been recorded against any of the Company’s properties or assets.

4.6 **Intellectual Property.** All trademarks, trade names, service marks, licenses or other rights that the Company uses in connection with its business shall be free and clear of any encumbrances, controversies, infringement or other claims or obligations on the Closing Date.

4.7 **Consent of Material Customers.** Prior to Closing, the Company shall have obtained all approvals in connection with the transfer of the Company Shares by the Shareholders to ILUS as may be required by any material contracts between the Company and any of its principal customers, and such approvals shall have been issued in written form and substance satisfactory to ILUS and its counsel or ILUS shall have waived such requirements.

4.8 **Obligations to Third Parties.** There shall be no loans or obligations outstanding from the Company to any third party, except those incurred in the ordinary course of business or as otherwise disclosed to ILUS.

4.9 **Outstanding Obligations to Employees.** There shall be no outstanding claims, loans or obligations of the Company owed to any of their employees or officers, provided that ILUS shall give notice to the Shareholders and the Company of its approval or withholding of approval of any claims, loans or obligations then known to ILUS on or before the Closing Date.

4.10 **Approval of Plan of Merger.** The Merger and the Articles of Merger shall have been duly approved by the Board of Directors of the Company and the Shareholders pursuant to the Nevada Act.

4.11 **Financial and Other Conditions.** The Company shall have no contingent or other liabilities connected with its business, except as disclosed in the Financial Statements or which otherwise have been incurred in the ordinary course of business and have otherwise been disclosed to ILUS. The review of the business, premises and operations of the Company and the Financial Statements by ILUS at its expense shall be satisfactory to ILUS and shall not have revealed any matter which, in the sole judgment of ILUS, makes the acquisition on the terms herein set forth inadvisable for ILUS.

4.12 **Legal Prohibition; Regulatory Consents.** On the Closing Date, there shall exist no injunction or final judgment, law or regulation prohibiting the consummation of the transactions contemplated by this Agreement. Any required governmental or regulatory consents shall have been obtained.

4.13 **All Contracts Continued.** Except as set forth in Schedule 4.13, all lines of credit, debts, financing arrangements, leases and other contracts of the Company shall be acceptable to ILUS and shall continue under their present terms and conditions after the Closing Date and all approvals relating to the transfer of Company Shares by the Shareholders in the Merger, and to effect the transactions contemplated hereby, required by the foregoing instruments and arrangements shall have been obtained by the Closing Date. ILUS shall have received estoppel

letters in form and substance reasonably acceptable to it from other parties to any Contracts, if and as requested by ILUS.

4.14 **Preferred Stock.** The Company shall have no shares of Preferred Stock outstanding.

4.15 **No Adverse Change.** There shall not have occurred any material adverse change in the assets, business, condition or prospects of the Company.

## ARTICLE 5

### CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY AND THE COMPANY SHAREHOLDERS

The obligations of the Company and the Company Shareholders under this Agreement are, at the option of the Company or the Company Shareholders, subject to the fulfillment to the satisfaction of the Company and the Company Shareholders on or before the Closing Date of each of the following conditions:

5.1 **Execution and Approval of Agreement.** ILUS and the ILUS Subsidiary shall have duly executed and delivered this Agreement to the Company and the Company Shareholders and all corporate action required to consummate the Merger and the transactions contemplated hereby shall have been duly and validly taken.

5.2 **ILUS Shares.** The ILUS Shares received by the Company Shareholders shall be free and clear of any liens, encumbrances or other obligations, except as may be imposed pursuant to the Securities Act.

5.3 **Employment or Consulting Agreements.** As of the Closing Date, there shall be no employment or consulting agreements, except as negotiated between the parties, between the ILUS or the ILUS Subsidiary and any other party.

5.4 **Representations and Warranties.** The representations and warranties made to the Company and the Company Shareholders in this Agreement or in any document, statement, list or certificate furnished pursuant hereto shall be true and correct as of the Closing Date.

5.5 **Financial and Other Conditions.** ILUS shall have no contingent or other liabilities connected with its business, except as disclosed in the Financial Statements or which otherwise have been incurred in the ordinary course of business. The review of the business, premises and operations of ILUS and the Financial Statements by the Company at its expense shall be satisfactory to the Company and shall not have revealed any matter which, in the sole judgment of the Company, makes the acquisition on the terms herein set forth inadvisable for the Company.

5.6 **Legal Opinion of ILUS Counsel.** ILUS legal counsel shall provide a legal opinion, dated the Closing Date, in a form reasonably acceptable to the Company to the effect that the ILUS Shares held by non-Affiliates prior to the Effective Time will be freely tradable at and after the Effective Time.

5.7 **Approval of Plan of Merger.** The Plan of Merger shall have been duly approved by ILUS as the sole shareholder of the ILUS Subsidiary and by the Board of Directors and shareholders of ILUS pursuant to the Nevada Act.

5.8 **ILUS Shareholder Approvals.** ILUS shall have obtained shareholder approval to (i) change the name of ILUS to GF Offshore Energy & Resources, Inc.

5.9 **Securities Filings.** ILUS shall have filed all required periodic reports under the Securities Exchange Act of 1934 (the "Exchange Act") and shall have made all other such filings with the Securities and Exchange Commission and state securities regulators as may be required by applicable state and federal law.

5.10 **Governmental Proceedings.** No action or proceeding before any court or other governmental body shall be instituted which prohibits or invalidate the transaction, or threatens to prohibit or invalidate the transaction, or which may affect the right of the Company Shareholders to own the Company Shares or to operate or control ILUS or the Surviving Company after the Closing Date.

## ARTICLE 6

### INDEMNIFICATION

6.1 **Survival of Representations, Warranties and Certain Covenants.** The representations and warranties made by the parties in this Agreement and all of the covenants of the parties in this Agreement shall survive the execution and delivery of this Agreement and the Closing Date and shall expire on the twelve month anniversary of the Closing Date. Any claim for indemnification shall be effective only if notice of such claim is given by the party claiming indemnification or other relief on or before December 31, 2015

6.2 **Indemnification by the ILUS Principal Shareholders.** The ILUS Principal Shareholders agree to indemnify and hold the Company and the Company Shareholders harmless, from and after the Closing Date, against and in respect of all matters in connection with any losses, liabilities or damages (including reasonable attorneys' fees) incurred by the Company and the Company Shareholders resulting from any misrepresentation or breach of the warranties made by ILUS, the ILUS Subsidiary and the ILUS Principal Shareholders in Article 3, "Representations and Warranties of ILUS, the ILUS Subsidiary and the Principal ILUS Shareholders," or any breach or nonfulfillment of any agreement, covenant, representation or warranty on the part of ILUS, the ILUS Subsidiary and the ILUS Principal Shareholders contained in this Agreement or any liabilities, obligations and commitments, and all suits, actions, proceedings, demands, judgments, costs and expenses incident to the foregoing matters, including reasonable attorneys' fees. No claim for indemnification may be made under this Section 6.2 after December 31, 2015

6.3 **Arbitration.** If the Company or the Company Shareholders believe that a matter has occurred that entitles them to indemnification under Section 6.2, "Indemnification by the ILUS Principal Shareholders," the Company or the Company Shareholders, as the case may be (the "Indemnified Party"), shall give written notice to the party or parties against whom

indemnification is sought (each of whom is referred to herein as an “Indemnifying Party”) describing such matter in reasonable detail. The Indemnified Party shall be entitled to give such notice prior to the establishment of the amount of its losses, liabilities, costs or damages, and to supplement its claim from time to time thereafter by further notices as they are established. Each Indemnifying Party shall send a written response to such claim for indemnification within thirty (30) days after receipt of the claim stating its acceptance or objection to the indemnification claim, and explaining its position in respect thereto in reasonable detail. If such Indemnifying Party does not timely so respond, it will be deemed to have accepted the Indemnified Party’s indemnification claim as specified in the notice given by the Indemnified Party. If the Indemnifying Party gives a timely objection notice, then the parties will negotiate in good faith to attempt to resolve the dispute, and upon the expiration of an additional thirty (30) day period from the date of the objection notice or such longer period as to which the Indemnified and Indemnifying Parties may agree, any such dispute shall be submitted to arbitration in Reno, Nevada, to a member of the American Arbitration Association mutually appointed by the Indemnified Party and Indemnifying Party (or, in the event the Indemnified Party and Indemnifying Party cannot agree on a single such member, to a panel of three members of such Association selected in accordance with the rules of such Association), who shall promptly arbitrate such dispute in accordance with the rules of such Association and report to the parties upon such disputed items, and such report shall be final, binding and conclusive on the parties. Judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to recover from, and have paid by, the other party hereto all fees and disbursements of such arbitrator or arbitrators. For this purpose, a party shall be deemed to be the prevailing party only if such party would be deemed to be a prevailing party under Section 6.8, "Definition of Prevailing Parties."

6.4 **No Finders**. ILUS, the ILUS Subsidiary and the ILUS Principal Shareholders represent and warrant to the Company and the Shareholders and the Company and the Company Shareholders represent and warrant to ILUS, the ILUS Subsidiary and the ILUS Principal Shareholders that there are no obligations to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement. The ILUS Principal Shareholders agree to indemnify and hold the Company and the Company Shareholders harmless from any breach of the representation of ILUS, the ILUS Subsidiary and the Principal Shareholders in the previous sentence, and the Shareholders agree to indemnify and hold ILUS, the ILUS Subsidiary and the ILUS Principal Shareholders harmless from any breach of their representation in the previous sentence or from their failure to pay such fees.

6.5 **Third Person Claim Procedures**. If any third person asserts a claim against an Indemnified Party in connection with the matter involved in such claim, the Indemnified Party shall promptly (but in no event later than ten (10) days prior to the time at which an answer or other responsive pleading or notice with respect to the claim is required) notify the Indemnifying Party of such claim. The Indemnifying Party shall have the right, at its election, to take over the defense or settlement of such claim by giving prompt notice to the Indemnified Party that it will do so, such election to be made and notice given in any event at least five (5) days prior to the time at which an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, the Indemnifying Party may conduct the defense of such claim through counsel of its choosing (subject to the Indemnified Party’s approval, not to be

unreasonably withheld), will be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of the claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle such claims without prior notice to and consultation with the Indemnified Party and no such settlement involving any injunction or material and adverse effect on the Indemnified Party may be agreed to without its consent. As long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party shall not pay or settle any such claim. If the Indemnifying Party does not make such election, or having made such election does not proceed diligently to defend such claim prior to the time at which an answer or other responsive pleading or notice with respect thereto is required, or does not continue diligently to contest such claim, then the Indemnified Party may take over defense and proceed to handle such claim in its exclusive discretion, and the Indemnifying Party shall be bound by any defense or settlement that the Indemnified Party may make in good faith with respect to such claim. The parties agree to cooperate in defending such third party claims, and the defending party shall have access to records, information and personnel in control of the other part which are pertinent to the defense thereof.

6.6 **Limitation of Remedies.** No party to this Agreement shall be liable to any other party or parties or have any remedies against any other party or parties under this Agreement other than as provided in this Article 6. The parties understand that this Agreement requires that all disputed claims shall be submitted to arbitration in accordance with Section 6.3, “Arbitration.”

6.7 **Definition of Prevailing.** Notwithstanding any of the other provisions hereof, in the event of arbitration and/or litigation with respect to the interpretation or enforcement of this Agreement or any provisions hereof, the prevailing party in any such matter shall be entitled to recover from the other party their or its reasonable costs and expense, including reasonable attorneys’ fees, incurred in such arbitration and/or litigation. For purposes of this Agreement, a party shall be deemed to be the prevailing party only if such party (A)(i) receives an award or judgment in such arbitration and/or litigation for more than 50% of the disputed amount involved in such matter, or (ii) is ordered to pay the other party less than 50% of the disputed amount involved in such matter or (B)(i) succeeds in having imposed a material equitable remedy on the other party (such as an injunction or order compelling specific performance), or (ii) succeeds in defeating the other party’s request for such an equitable remedy.

## ARTICLE 7

### RISK OF LOSS

The risk of loss or destruction of all or any part of the Company’s properties or assets prior to the Closing Date from any cause (including, without limitation, fire, theft, acts of God or public enemy) shall be upon the Company and the Company Shareholders. Such risk shall be upon ILUS Subsidiary if such loss occurs after the Closing Date.

## ARTICLE 8

### CERTAIN COVENANTS OF THE PARTIES

8.1 **Expenses and Fees.** Each party shall be solely responsible for its own costs and expenses (including legal expenses, accounting expenses and brokers or finders fees and expenses), and the costs and expenses of its affiliates, in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. No party shall have any obligation for paying such expenses or costs of any other party.

8.2 **Public Announcements.** The parties agree that no public release, announcement or any other disclosure concerning any of the transactions contemplated hereby shall be made or issued by any party without the prior written consent of ILUS and the Company (which consent shall not be unreasonably withheld or delayed), except to the extent such release, announcement or disclosure may be required by applicable laws, in which case the person required to make the release, announcement or disclosure shall allow ILUS or the Company, as applicable, reasonable time to comment on such release, announcement or disclosure in advance of such issuance or disclosure; provided, however, that no notice is required if the disclosure is determined by the ILUS's legal counsel to be required under federal or state securities laws or exchange regulation applicable to ILUS.

8.3 **Operations Pending Closing.** Each of the Company, on one hand, and ILUS and the ILUS Subsidiary, on the other hand, covenants that from the date hereof through the Closing Date, except as otherwise provided in this Agreement; or with the prior written consent of the other parties, which shall not be unreasonably withheld or delayed, shall:

8.3.1 not undertake any transactions or enter into any contracts, commitments or arrangements other than in the ordinary course of business, use its good faith efforts to preserve the present Business and organization of such party, and to preserve the goodwill of others having business relationships with such party;

8.3.2 not enter into, renew, extend, modify, terminate, waive or diminish any right under any material lease, contract or other instrument, except in the ordinary course of business;

8.3.3 not allow any of such parties' assets or properties to become subject to any Encumbrance that does not exist as of the date of this Agreement, except in the ordinary course of business;

8.3.4 maintain such party's existing insurance coverages, subject to variations in amounts in the ordinary course of business;

8.3.5 not declare or make any dividends or distributions; and

8.3.6 not amend the organizational documents of such party.



8.4 **Due Diligence Investigation.** Each party shall afford to the officers, employees and authorized representatives of the other (including independent public accountants and attorneys) complete access to the offices, properties, books, records, tax returns, financial records (including computer files, retrieval programs and similar documentation), employees and business of such party subject to reasonable prior notice and shall furnish to such party and its authorized representatives such additional information concerning the assets, properties and operations as shall be reasonably requested, including all such information as shall be necessary or appropriate to enable such party or its representatives to verify the accuracy of the representations and warranties contained in this Agreement, to verify that the covenants contained in this Agreement have been complied with, and to determine whether the conditions set forth in Article 4 or 5 have been satisfied. Each party shall ensure that all third-party representatives of each, including without limitation accountants and attorneys, fully cooperate and are available to the other party in connection with such investigation, and each party shall bear its own costs and expenses in connection with the same. Any such investigation shall be conducted in a manner that would not interfere unreasonably with the operations of the other party.

8.5 **Further Assurances.** Each of the parties hereto shall, at any time, and from time to time, either before or after the Closing Date, upon the request of the appropriate party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances and assurances as may be reasonably required to complete the transactions contemplated in this Agreement. After the Closing Date, each party shall use its good faith efforts to assure that any necessary third party shall execute such documents and do such acts and things as the other party may reasonably require for the purpose of giving each party the full benefit of all the provisions of this Agreement and as may be reasonably required to complete the transactions contemplated in this Agreement.

8.6 **Actions of the Parties.**

8.6.1 **No Actions Constituting a Breach.** From the date hereof through the Closing Date, neither the Company will take or knowingly permit to be done any action in the conduct of the business of the Company, nor will ILUS or the ILUS Subsidiary take any action, which would be in breach of its obligations herein, and each of the parties hereto shall cause the deliveries for which such party is responsible at the Closing to be duly and timely made.

8.6.2 **Notification of Breaches.** From the date hereof through the Closing Date, each party will promptly notify the other parties in writing if any such Party becomes aware of any fact or condition that causes or constitutes a breach of any of its representations and warranties as of the date of this Agreement. During the same period, each party will promptly notify the other parties of the occurrence of any breach of any covenant of such party in this Article VIII.

8.7 **Compliance With Conditions.** Each party hereto agrees to cooperate fully with each other party and shall use its good faith efforts to cause the conditions precedent for which such Party is responsible to be fulfilled. Each party hereto further agrees to use its good faith efforts to consummate this Agreement and the transactions contemplated in this Agreement as promptly as possible.

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 **Termination.**

9.1.1 **General.** This Agreement and the transactions contemplated hereby may be terminated prior to the Closing: (i) by the mutual written consent of the parties; (ii) by written notice from either party in the event of a material breach of this Agreement by the other party; provided that the party wishing to terminate this Agreement has notified the other parties in writing of such breach and such breach has continued without cure for a period of thirty (30) calendar days after the notice of breach; or (iii) by written notice from ILUS if the Closing has not occurred by March 30, 2014, subject to the provisions of Section 1.3, "Closing," of this Agreement.

9.1.2 **Effect of Termination.** If any party terminates this Agreement pursuant to this Article 9, all rights and obligations of the parties hereunder shall terminate without any liability of any party to the others except for such damages arising out of, related to, or in connection with, breaches of representations, warranties, covenants, or agreements which shall have occurred prior to such termination. Except, as set forth in the immediately preceding sentence, this Section shall not be deemed to release any party from any liability for any breach by such party of the representations, warranties, covenants or agreements which shall have occurred prior to such termination. However, ILUS shall be entitled to all standstill deposits if the Closing has not occurred as provided in this Agreement.

9.2 **Binding Agreement.** The parties covenant and agree that this Agreement, when executed and delivered by the parties, will constitute a legal, valid and binding agreement between the parties and will be enforceable in accordance with its terms.

9.3 **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors. This Agreement cannot be assigned without the consent of the Company.

9.4 **Entire Agreement.** This Agreement and its exhibits and schedules constitute the entire contract among the parties hereto with respect to the subject matter thereof, superseding all prior communications and discussions and no party hereto shall be bound by any communication on the subject matter hereof unless such is in writing signed by any necessary party thereto and bears a date subsequent to the date hereof. The exhibits and schedules shall be construed with and deemed as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Information set forth in any exhibit, schedule or provision of this Agreement shall be deemed to be set forth in every other exhibit, schedule or provision of this Agreement and therefore shall be deemed to be disclosed for all purposes of this Agreement.

9.5 **Modification.** This Agreement may be waived, changed, amended, discharged or terminated only by an agreement in writing signed by the party against whom enforcement of any waiver, change, amendment, discharge or termination is sought.

9.6 **Notices.** All notices, requests, demands and other communications shall be deemed to have been duly given three (3) days after postmark of deposit in the United States mail, if mailed, certified or registered mail, postage prepaid:

If to the Company or the Shareholders:

Cache Elite, Inc.  
13802 N. Scottsdale Road  
Scottsdale AZ 85295

If to ILUS or the ILUS Subsidiary:

Ilustrato Pictures International, Inc  
c/o Adam S. Tracy, Esq.  
Securities Compliance Group, LLC  
2100 Manchester Road Suite 615  
Wheaton, IL 60187

or to such other address as any party shall designate to the other in writing. The parties shall promptly advise each other of changes in addresses for such notices.

9.7 **Choice of Law and Jurisdiction.** This Agreement shall be governed by, construed, interpreted and enforced according to the laws of the State of Nevada. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in the courts of the State of Nevada or of the United States of America for the District of Nevada and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth in Paragraph 11.5, "Notices," such service to become effective ten (10) days after such mailing.

9.8 **Severability.** If any portion of this Agreement shall be finally determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law and, therefore, to be invalid, the parties will cooperate to remedy or avoid the invalidity, but, in any event, will not upset the general balance of relationships created or intended to be created between them as manifested by this Agreement and the instruments referred to herein. Except insofar as it would be an abuse of the foregoing principle, the remaining provisions hereof shall remain in full force and effect.

9.9 **Other Documents.** The parties shall upon reasonable request of the other, execute such documents as may be necessary or appropriate to carry out the intent of this Agreement.

9.10 **Headings and the Use of Pronouns.** The section headings hereof are intended solely for convenience of reference and shall not be construed to explain any of the provisions of

this Agreement. All pronouns and any variations thereof and other words, as applicable, shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or matter may require.

9.11 **Time is of the Essence.** Time is of the essence of this Agreement.

9.12 **No Waiver and Remedies.** No failure or delay on a party's part to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by a party of a right or remedy hereunder preclude any other or further exercise. No remedy or election hereunder shall be deemed exclusive but it shall, wherever possible, be cumulative with all other remedies in law or equity.

9.13 **Counterparts.** This Agreement may be executed in two or more counterparts, and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.14 **Further Assurances.** Each of the parties hereto shall use commercially practicable efforts to fulfill all of the conditions set forth in this Agreement over which it has control or influence (including obtaining any consents necessary for the performance of such party's obligations hereunder) and to consummate the transactions contemplated hereby, and shall execute and deliver such further instruments and provide such documents as are necessary to effect this Agreement.

9.15 **Rules of Construction.** The normal rules of construction which require the terms of an agreement to be construed most strictly against the drafter of such agreement are hereby waived since each party have been represented by counsel in the drafting and negotiation of this Agreement.

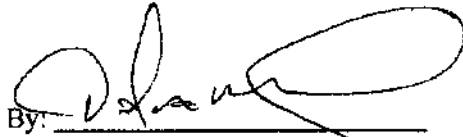
9.16 **Third Party Beneficiaries.** Each party hereto intends this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

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

COMPANY:

Cache Elite, Inc.

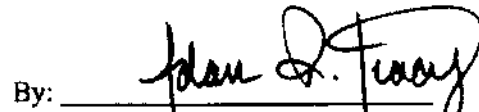
By: 

Its: President

*Darrell Williams*

ILUS:

Illustrato Pictures International Inc.  
a Nevada corporation

By: 

Adam S. Tracy

Its: Chief Executive Officer

ILUS SUBSIDIARY:

ILUS Acquisition, Inc a Nevada  
corporation

By: 

Adam S. Tracy

Its: Chief Executive Officer

**Cache Cabinetry LLC**  
**Balance Sheet**  
**December 31, 2015 & December 31, 2014**  
**(Unaudited)**

	<b>12/31/15</b>	<b>12/31/14</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 32,802	\$ 7,773
Accounts Receivable	56,181	11,659
Total current assets	88,983	19,432
<b>NON CURRENT ASSETS:</b>		
Property, Plant, and Equipment	57,935	65,492
Total non current assets	57,935	65,492
Total assets	\$ 146,918	\$ 84,924
<b>LIABILITIES AND MEMBER'S CAPITAL</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 75,600	\$ 16,530
Rent payable	8,555	8,532
Notes payable	156,791	215,727
Sales tax payable	14,334	1,768
Accrued Salaries	359,405	275,000
Total liabilities	614,685	517,557
<b>MEMBER'S CAPITAL</b>		
Member's capital	21,380	21,380
Accumulated deficit	(489,147)	(454,012)
Total member's capital	(467,767)	(432,632)
Total liabilities and member's capital	\$ 146,918	\$ 84,924

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

**Cache Cabinetry LLC**  
**Statement of Operations**  
**For the years ended December 31, 2015 & December 31, 2014**  
**(Unaudited)**

	<u>2015</u>	<u>2014</u>
<b>Sales</b>	\$ 944,198	\$ 465,358
<b>Cost of Goods Sold</b>	\$ 529,384	\$ 370,073
<b>Gross Margin</b>	<u>\$ 414,814</u>	<u>\$ 95,285</u>
<b>Operating Expenses</b>	449,949	271,483
<b>Net loss</b>	<u>\$ (35,135)</u>	<u>\$ (176,198)</u>

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

**Cache Cabinetry LLC**  
**Statement of Cash Flows**  
**For the years ended December 31, 2015 & December 31, 2014**  
**(Unaudited)**

	<b>2015</b>	<b>2014</b>
Cash flows from operating activities:		
Net loss	\$ (35,135)	\$ (176,198)
Change in operating assets and liabilities:		
(Increase) decrease in accounts receivable	(44,522)	(1,776)
Increase (decrease) in accounts payable	59,070	7,515
Increase (decrease) in sales tax payable	12,566	276
Increase (decrease) in rent payable	24	538
Increase (decrease) in accrued salaries	84,405	110,000
<b>Net cash used in operating activities</b>	<b>76,407</b>	<b>(59,645)</b>
Cash flows from investing activities:		
Property, plant, & equipment	7,557	(17,056)
<b>Net cash used in investing activities</b>	<b>7,557</b>	<b>(17,056)</b>
Cash flows from financing activities:		
Increase (decrease) in notes payable	(58,936)	48,764
<b>Net cash provided by financing activities</b>	<b>(58,936)</b>	<b>48,764</b>
Net increase (decrease) in cash and cash equivalents	25,028	(27,937)
Cash and cash equivalents - beginning of period	7,773	35,710
Cash and cash equivalents - end of period	\$ 32,802	\$ 7,773

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



**Cache Cabinetry LLC**  
**Statement of Member's Capital (Deficit)**  
**For the years ended December 31, 2015 & December 31, 2014**  
**(Unaudited)**

	Units	Member's Capital Value	Accumulated Other Comprehensive Income (loss)	Noncontrolling Interests	Accumulated Deficit	Total Members' Capital (Deficit)
<b>Balance, December 31, 2013</b>	2,138	\$ 21,380	\$ -	\$ -	\$ (277,814)	\$ (256,434)
Net loss	-	-	-	-	(176,198)	(176,198)
<b>Balance, December 31, 2014</b>	2,138	\$ 21,380	\$ -	\$ -	\$ (454,012)	\$ (432,632)
Net income (loss)	-	-	-	-	(35,135)	(35,135)
<b>Balance, December 31, 2015</b>	2,138	\$ 21,380	\$ -	\$ -	\$ (489,147)	\$ (467,767)

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

## **Note 1. Organization, History and Business**

Cache Cabinetry, LLC. (“the Company”) was organized in Arizona on February 6, 2012 with a December 31, year-end.

The Company was established for the purpose of designing and selling custom cabinetry and hardware.

## **Note 2. Summary of Significant Accounting Policies**

### **Revenue Recognition**

The Company applies paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the sales price is fixed or determinable, (iii) collectability is reasonably assured and (iv) goods have been shipped and/or services rendered.

### **Accounts Receivable**

Accounts receivable is reported at the customers’ outstanding balances, less any allowance for doubtful accounts. Interest is not accrued on overdue accounts receivable.

### **Allowance for Doubtful Accounts**

An allowance for doubtful accounts on accounts receivable is charged to operations in amounts sufficient to maintain the allowance for uncollectible accounts at a level management believes is adequate to cover any probable losses. Management determines the adequacy of the allowance based on historical write-off percentages and information collected from individual customers. Accounts receivable are charged off against the allowance when collectability is determined to be permanently impaired.

### **Stock Based Compensation**

When applicable, the Company will account for stock-based payments to employees in accordance with ASC 718, “Stock Compensation” (“ASC 718”). Stock-based payments to employees include grants of stock, grants of stock options and issuance of warrants that are recognized in the consolidated statement of operations based on their fair values at the date of grant.

The Company accounts for stock-based payments to non-employees in accordance with ASC 505-50, “Equity-Based Payments to Non-Employees.” Stock-based payments to non-employees include grants of stock, grants of stock options and issuances of warrants that are recognized in the consolidated statement of operations based on the value of the vested portion of the award over the requisite service period as measured at its then-current fair value as of each financial reporting date.

The Company calculates the fair value of option grants and warrant issuances utilizing the Binomial pricing model. The amount of stock-based compensation recognized during a period is based on the value of the portion of the awards that are ultimately expected to vest. ASC 718 requires forfeitures to be estimated at the time stock options are granted and warrants are issued to employees and non-employees, and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The term “forfeitures” is distinct from “cancellations” or “expirations” and represents only the unvested portion of the surrendered stock option or warrant. The Company estimates forfeiture rates for all unvested awards when calculating the expense for the period. In estimating the forfeiture rate, the Company monitors both stock option and warrant exercises as well as employee termination patterns. The resulting stock-based compensation expense for both employee and non-employee awards is generally recognized on a straight-line basis over the period in which the Company expects to receive the benefit, which is generally the vesting period.

## **Loss per Unit**

The Company reports earnings (loss) per unit in accordance with ASC Topic 260-10, "Earnings per Share." Basic earnings (loss) per unit is computed by dividing income (loss) available to members by the weighted average number of units available. Diluted earnings (loss) per unit is computed similar to basic earnings (loss) per unit except that the denominator is increased to include the number of additional membership units that would have been outstanding if the potential membership units had been issued and if the additional membership units were dilutive. Diluted earnings (loss) per unit has not been presented since there are no dilutive securities.

## **Organization and Offering Cost**

The Company has a policy to expense organization and offering cost as incurred. To date for period February 6, 2012 (inception) through December 31, 2015 the Company has incurred \$22,268 in organization cost and offering cost.

## **Cash and Cash Equivalents**

For purpose of the statements of cash flows, the Company considers cash and cash equivalents to include all stable, highly liquid investments with maturities of three months or less.

## **Fair Value of Financial Instruments**

The Company's financial instruments consist of cash and cash equivalents, accounts receivable, and notes payable. The carrying amount of these financial instruments approximates fair value due either to length of maturity or interest rates that approximate prevailing market rates unless otherwise disclosed in these financial statements.

## **Concentration of Credit Risk**

The Company primarily transacts its business with one financial institution. The amount on deposit in that one institution may from time to time exceed the federally-insured limit.

## **Use of Estimates**

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

## **Business segments**

ASC 280, "*Segment Reporting*" requires use of the "*management approach*" model for segment reporting. The management approach model is based on the way a company's management organizes segments within the company for making operating decisions and assessing performance. The Company determined it has one operating segment as of December 31, 2015.

## **Income Taxes**

The Company is a Limited Liability Company. With this type of business structure, income and losses of the Company are passed through to its Members for federal and state income tax purposes. The Company's Members are responsible for the payment of taxes thereon. Accordingly, the financial statements do not include a provision for federal and state income taxes. The Company accounts for income tax positions in accordance with Accounting Standards Codification Topic 740, "Income Taxes" ("ASC

Topic 740”). This standard prescribes a recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. There was no material impact on the Company’s financial position or results of operations as a result of the application of this standard.

**Sales Tax**

The Company collects and remits sales tax to Arizona State based on applicable rates for the respective tax years. The Company collected \$25,982 and \$28,815 in years 2015 & 2014 respectively. Sales tax is included in Selling, General, & Administrative expenses in the accompanying financial statements.

**Leases**

The Company accounts for leases with escalation clauses and rent holidays on a straight-line basis in accordance with Accounting Standards Codification (ASC) 840, “Leases”. The deferred rent expense liability associated with future lease commitments was reported under the caption “Other long term obligations” on our consolidated balance sheet.

**Recent Accounting Pronouncements**

The Company continually assesses any new accounting pronouncements to determine their applicability to the Company. Where it is determined that a new accounting pronouncement affects the Company’s financial reporting, the Company undertakes a study to determine the consequence of the change to its financial statements and assures that there are proper controls in place to ascertain that the Company’s financials properly reflect the change. The Company currently does not have any recent accounting pronouncements that they are studying and feel may be applicable.

**Note 3. Operating Expenses**

Operating expenses for the periods indicated below consisted of the following:

	<b>For the Years Ended</b>	
	<b>December</b>	<b>December</b>
	<b>31,</b>	<b>31,</b>
	<b>2015</b>	<b>2014</b>
<b>Total Operating Expenses:</b>		
Salaries and Benefits	\$ 110,000	\$ 110,000
Rent Expense	39,946	39,946
Selling, General and Administrative	278,113	121,537
Total	\$ 428,059	\$ 206,444

**Note 4. Property, Plant, & Equipment**

Property, Plant, & Equipment consists of all materials and labor costs associated with the build out of the Company’s office and showrooms. The Company completed the build out in January 2015 at which point the Company began depreciating Property, Plant, & Equipment. Depreciation will be over the remaining term of the lease.

**Note 5. Notes Payable**

The company is indebted to its member for advances. Repayment is due, at the end of the calendar year for any advances made during the year, without interest. The balance was \$140,541 at December 31, 2015 and \$215,727 at December 31, 2014. In addition the Company borrowed \$10,000 on November 12, 2015, the funds are payable on demand and the interest rate is 9% per year. The balance was \$10,000 at December 31, 2015.

**Note 6. Related Party Transactions**

Refer to *Note 5. Notes Payable*. The Company is also indebted to its member for accrued salary of \$359,405 and \$275,000 at December 31, 2015 & December 31, 2014 respectively. In addition, the Company's member personally signed for its office and showroom leases referenced in Note 8.

**Note 7. Members Capital**

The Company is authorized to issue one class of units to be designated as "Common Units". The Units are not represented by certificates. All Common Units are issued at a price equal to \$10 per unit.

As of December 31, 2015 the Company had 2,138 units issued and outstanding.

**Note 8. Commitments and Contingencies*****Commitments:***

The Company leases approximately 2,090 square feet of office and showroom space in Scottsdale, Arizona, under two leases, which terminate on August 30, 2018. The average rent for this space over the life of the lease is approximately \$24,000 per year. The Company has an option to extend its lease terms for an additional 60 months. As of December 31, 2015, total future commitments are \$64,000.

As of December 31, 2015, future minimum lease payments were as follows:

	<u>Estimated Payments</u>
<b>Year Ending December 31,</b>	
2016	40,000
2017	16,000
Thereafter	—
	<u>\$ 56,000</u>

***Contingencies:***

None as of our balance sheet date.

**Note 9 – Net Loss Per Unit**

Basic and diluted net loss per unit as of December 31, 2015 and 2014 was \$6.20 and \$82.41 respectively.

**Note 10. Going Concern**

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. Currently, the Company has incurred operating losses, and as of December 31, 2015 the Company also had a working capital deficit and an accumulated deficit. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management believes that the Company's capital requirements will depend on many factors including the success of the Company's development efforts and its efforts to raise capital. Management also believes the Company needs to raise additional capital for working capital purposes. There is no assurance that such financing will be available in the future. The conditions described above raise substantial doubt about our ability to continue as a going concern. The financial statements of the Company do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

**Note 11. Subsequent Events**

None.