

AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2004 by and between KOKOWEEF, INC., a Nevada corporation (hereinafter called "the Company"), and _____ hereinafter called "the Purchaser").

W I T N E S S E T H :

WHEREAS the Company, which was incorporated on May 25, 2004, pursuant to its Articles of Incorporation has an authorized capitalization of 75,000,000 shares of common stock having a par value of \$.001 per share;

WHEREAS the Purchaser wishes hereby to purchase _____ shares of the common stock of the Company having a par value of \$.01 per share (hereinafter called "the Shares"), representing not less than _____% of the issued and outstanding shares of the common stock of the Company, on the other terms and conditions hereinafter set forth; and

WHEREAS the transactions involving the offer and sale by the Company to the Purchaser of the Shares are intended to be in accordance with the exemption or exemptions from registration under the Securities Act of 1933, as amended (hereinafter called "the Act"), under Section 3(b) and/or 4(2) of the Act and/or Regulation D (hereinafter called "Regulation D") promulgated thereunder by the United States Securities and Exchange Commission (hereinafter called "the Commission") and/or Section 4(6) of the Act as well as the exemption from registration under Subsection 11 of Section 90.530 of Nevada Revised Statutes and the exemption from qualification pursuant to Subdivision (f) of Section 25102 of the California Corporate Securities Law of 1968, as amended;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Offer and Sale of the Shares. The Company hereby offers and sells to the Purchaser, and the Purchaser hereby purchases from the Company the Shares in consideration of the sum of \$_____, receipt of which the Company hereby acknowledges, on the other terms and conditions hereinafter set forth.

2. Representations of the Purchaser. The Purchaser represents and warrants to the Company and to other purchasers of securities of the Company as follows:

a. The Purchaser is a resident of the State of _____ and has no intention of becoming a resident or citizen of any other state or jurisdiction.

b. The Purchaser has adequate means of providing for his current needs and possible personal contingencies, no need for liquidity of his investment in the Company hereunder, and a net worth and anticipates that he will continue to have in the future income sufficient to bear the economic risk of losing his entire investment in the Company.

c. The Shares have not been registered under the Act in reliance upon an exemption or exemptions from registration as hereinabove stated. The Purchaser is purchasing the Shares without being furnished any offering literature or prospectus.

d. The Shares are being acquired solely for the Purchaser's own account, for investment, and are not being purchased with a view to or for resale, distribution, subdivision, or fractionalization thereof, and the Purchaser has no present plans to enter into any such contract, undertaking, agreement, or arrangement or otherwise to act as an "underwriter" as defined in Section 2(11) of the Act.

e. The Purchaser acknowledges and is aware of the following:

(1) The Company is a new Nevada corporation having been incorporated on May 25, 2004. The Company has no operating history. Neither the Purchaser nor any past or present affiliate of the Purchaser has any experience in the business of the Company.

(2) The Shares constitute an extremely speculative investment which involves a very high degree of risk of loss by the Purchaser.

(3) There are substantial restrictions on the transferability of the Shares. The Shares will not be, and any holders of the Shares have no rights to require that the Shares be, registered under the Act. There will be no public market for the Shares, and the Purchaser may not be able to avail himself of the provisions of Rule 144 promulgated by the Commission under the Act with respect to the resale of the Shares. Accordingly, it may not be possible for the Purchaser to liquidate his investment in the Shares.

3. Representations of the Company. The Company represents and warrants to the Purchaser as follows:

a. The Company was duly organized and is and shall be validly existing under and pursuant to the laws of the State of Nevada with full power to conduct the business in which it intends to engage.

b. This Agreement has been duly authorized, executed and delivered on behalf of the Company, enforceable in accordance with its terms, and the Company has full power and lawful authority to sell and issue the Shares on the terms and conditions herein set forth.

c. The consummation of the transactions contemplated by this Agreement in compliance with the provisions hereof will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation of any lien, charge, or encumbrance on, any property or assets of the Company pursuant to any indenture, mortgage, deed of trust, agreement, articles of incorporation, bylaws, contract, or other instrument to which the Company is a party or by which the Company may be bound.

d. The Company is a new Nevada corporation which was incorporated on May 25, 2004, is in the developmental stage, has only recently commenced its business and, therefore, has no operating history.

e. There is no litigation presently pending or threatened against the Company.

f. The total number of shares of stock which the Company is authorized to issue, pursuant to the adoption of the aforesaid amendment to the Articles of Incorporation of the Company, is 75,000,000 shares of common stock having a par value of one cent (\$.001) per share.

g. The Shares all have voting rights and are fully paid and nonassessable.

h. Without limiting the Company's reliance on the exemption under Section 4(2) of the Act, the offer and sale of the Shares, including any transaction which may be deemed included as a part of such offer and sale are now being made and will be made in conformity with all of the applicable conditions of Rule 504 of Regulation D, and it is understood and agreed that the Company is not supplying the Purchaser with any offering

memorandum or other disclosure documentation under subparagraph (b)(2) of Rule 502 of Regulation D other than as set forth herein. As used herein the terms "offer" and "sale" have the meanings specified in Section 2(3) of the Act. The Company will not hereafter offer or sell any securities of the same or similar class as the Shares which offer or sale would cause the offer and sale of the Shares hereunder to fail to comply with the applicable conditions of Rule 504 of Regulation D.

j. Neither the Company nor any person acting on its behalf has offered or sold or will offer or sell securities of the Company by means of any form of general solicitation or general advertising as those terms are used in paragraph (c) of Rule 502 of Regulation D. No advertisement, article, notice, or other communication which could be deemed to be related to an offer or sale of any such securities has been or will be published in any newspaper, magazine, or similar medium or has been or will be broadcast over television or radio. No seminar or meeting will be held in connection with the offer and sale of any such securities the attendees of which shall have been invited by any general solicitation or general advertising. No letter, circular, notice, or other written communication from the Company or any person acting on its behalf in connection with the offer and sale of any such securities is being or will be used by the Company.

k. The aggregate sales price of all sales of any such securities will not exceed the monetary limitations of Rule 504 of Regulation D.

l. The Company and any person or persons acting on its behalf have exercised and will exercise reasonable care to assure that the purchasers of such securities of the Company are not underwriters in the transactions under this Agreement within the meaning of Section 2(11) of the Act.

m. The agreements with all purchasers of such securities will contain a representation by each purchaser that such purchaser is purchasing such securities for his own account pursuant to the requirements of paragraph (d) of Rule 502 of Regulation D.

n. The transactions involving the offer and sale of the Shares is part of an issue in which there are no more than twenty-five (25) purchasers in the State of Nevada during any twelve (12) consecutive months.

o. No general solicitation or general advertising has been

will be used in connection with the offer to sell or sale of the Shares or any other shares of the common stock of the Company.

p. No commission or other similar compensation has been or will be paid or given, directly or indirectly, to a person other than a broker-dealer licensed or not required to be licensed under Chapter 90 of Nevada Revised Statutes for soliciting a prospective purchaser in the State of Nevada.

q. One of the following conditions is satisfied:

(1) The Company reasonably believes that all the purchasers in the State of Nevada are purchasing for investment; or

(2) Immediately before and immediately after the transaction the Company reasonably believes that the securities of the Company are held by fifty (50) or few beneficial owners, and the transaction is part of an aggregate offering that does not exceed five hundred thousand dollars (\$500,000) during any twelve (12) consecutive months.

4. Survival of Representations. The representations, warranties, and agreements of the parties hereto contained in this Agreement shall not be discharged or dissolved upon but shall survive the closing hereunder and shall be unaffected by any investigation made by any party at any time.

5. Business of the Company. The Company is the successor to Explorations Incorporated of Nevada, a Nevada corporation (hereinafter called "EIN"), which was incorporated on October 24, 1984 primarily for the purpose of engaging in mineral exploration and mining business activities. Since EIN has engaged in exploration by drilling, tunneling, and other mining procedure for minerals and water upon 85 patented acres of real property owned by Crystal Cave Mining, a Nevada corporation, under a lease with Crystal Cave Development Company, Inc., a California corporation, which, in turn leased the said property to EIN for \$500 per month until 2039 with an option to renew for twenty years on the same terms and conditions. EIN was, and the Company's still is, in the exploratory stage.

6. Plan of Reorganization. On November 10, 2005, the Company entered into an Agreement and Plan of Reorganization ("the Agreement") with EIN. The Agreement provides that all of the assets, trademarks, trade names, franchises, intellectual property rights, licenses, leases, contracts, goodwill, name, and business

("the Assets") of EIN are to be exchanged for shares of the voting common stock of the Company, which is intended to be a Type "C" tax-free exchange under Section 368 of the Internal Revenue Code. Each shareholder of EIN is receiving one share of the common stock of the Company for and in lieu of each one share of EIN. The closing of the transactions under the Agreement was as of August 31, 2006. Upon completion of the exchange and the delivery of certificates of the Company's common stock in complete liquidation of EIN, the Company will be dissolved.

7. Attorneys' Fees. If any litigation is commenced between or among the parties or their representatives concerning any provisions of this Agreement or the rights and duties of any person or entity in relation to it, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his, its or their attorneys' fees in such litigation.

8. Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all of the parties to it, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

9. Binding Effect. Except as otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties signatory to this Agreement, their personal representatives, heirs, successors and assigns.

10. Headings. The headings of the paragraphs of this Agreement in no way define, limit, extend or interpret the scope of this Agreement or of any particular paragraph or section.

11. Additional Documents. Each of the parties hereto agrees to execute with acknowledgment or affidavit, if required, any and all additional documents which may be necessary or expedient in the consummation of this Agreement and the achievement of its purposes.

12. Validity. If any provision of this Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13. Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and in the masculine gender shall include the feminine and neuter, and vice versa.

14. Applicable Law. It is the intention of the parties that the

laws of the State of Nevada govern the validity of this Agreement, the construction of its terms and conditions, and the interpretation of the rights and duties of the parties.

15. Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter of it, and there are no agreements, understandings, restrictions, representations or warranties between the parties hereto other than those set forth or provided in this Agreement.

16. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or transmitted by postage-prepaid registered or certified mail with return receipt requested, facsimile machine, Federal Express, United Parcel Service, Express Mail, or other overnight mail delivery service, as follows:

If to the Company: KOKOWEEF, INC.
c/o Larry Hahn, President
2008 East Lake Mead Blvd.
North Las Vegas, Nevada 89030

With copy to: Clary, Kostiw & Larmore, LLP
7201 W. Lake Mead Blvd., Suite 503
Las Vegas, Nevada 89128

If to the Purchaser:

or with respect to either of the parties hereto to such other address as may be provided in a written notice satisfying the conditions of this paragraph 16.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

KOKOWEEF, INC.

By _____
President
"The Company"

"The Purchaser"