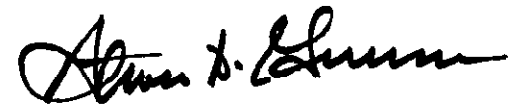


ORIGINAL

Electronically Filed
08/08/2011 12:48:34 PM



CLERK OF THE COURT

MDSM

PATRICK C. CLARY, CHARTERED
Patrick C Clary
Nevada Bar No. 00053
8670 West Cheyenne Avenue
Suite 120
Las Vegas, Nevada 89129
Telephone: 702.382.0813
FAX: 702.382-7277

Attorneys for So-called Nominal
Defendant Kokoweef, Inc. and
Defendant Patrick C. Clary

DISTRICT COURT

CLARK COUNTY, NEVADA

TED R. BURKE; MICHAEL R. and
LAURETTA L. KEHOE; JOHN BERTOLDO;
PAUL BARNARD; EDDY KRAVETZ; JACKIE
& FRED KRAVETZ; STEVE FRANKS;
PAULA MARIA BARNARD; PETE T. and
LISA A. FREEMAN; LEON GOLDEN;
C.A. MURFF; GERDA FERN BILLBE;
BOB and ROBYN TRESKA; MICHAEL
RANDOLPH; and FREDERICK WILLIS,

Plaintiffs,

vs.

LARRY L. HAHN, individually, and
as President and Treasurer of
Kokoweef, Inc., and former
President and Treasurer of
Explorations Incorporated of
Nevada; HAHN'S WORLD OF SURPLUS,
INC., a Nevada corporation;
PATRICK C. CLARY, an individual;
DOES 1 through 100, inclusive;

Defendants,
and

KOKOWEEF, INC., a Nevada
corporation; EXPLORATIONS
INCORPORATED OF NEVADA, a
dissolved corporation,

Nominal Defendants.

CASE NO. A558629

DEPT NO. XI

SO-CALLED NOMINAL DEFENDANT
KOKOWEEF, INC.'S AND DEFENDANT
PATRICK C. CLARY'S MOTION TO
SET ASIDE DEFAULT AND TO DIS-
MISS SO-CALLED NOMINAL DEFEND-
ANT EXPLORATIONS INCORPORATED
OF NEVADA, TO DISMISS PLAIN-
TIFF TED R. BURKE, AND TO DIS-
MISS OR, IN THE ALTERNATIVE,
FOR SUMMARY JUDGMENT ON THE
FIRST CAUSE OF ACTION OF THE
VERIFIED THIRD AMENDED COM-
PLAINT, AND DEFENDANT PATRICK
C. CLARY'S MOTION FOR SUMMARY
JUDGMENT ON THE SECOND CAUSE
OF ACTION OF THE VERIFIED
THIRD AMENDED COMPLAINT AND
EX PARTE MOTION FOR ORDER
SHORTENING TIME ON HEARING

FILE WITH
MASTER CALENDAR

DATE OF HEARING:

TIME OF HEARING:

So-called Nominal Defendant Kokoweef, Inc. ("Kokoweef") and

08-05-11A05:36 RCVD 1

Law Offices of
PATRICK C. CLARY, CHARTERED
8670 West Cheyenne Avenue, Suite 120
Las Vegas, Nevada 89129
Tel: 702.382.0813 - Fax: 702.382-7277

1 Defendant Patrick C. Clary ("Clary") move the Court for an order
2 setting aside the default and dismissing the Verified Third Amended
3 Complaint ("the Third Amended Complaint") as to So-called Nominal
4 Defendant Explorations Incorporated of Nevada ("EIN") and deleting EIN
5 as a Defendant in the above-captioned case;

6 Kokoweef and Clary move the Court for an Order dismissing
7 Plaintiff Ted R. Burke as a Plaintiff in the above-captioned case;

8 Kokoweef and Clary move the Court for an order dismissing or, in
9 the alternative, granting summary judgment on the First Cause of
10 Action in the Verified Third Amended Complaint ("the Third Amended
11 Complaint");

12 Clary moves the Court for an order granting summary judgment on
13 the Second Cause of Action in the Third Amended Complaint; and

14 Kokoweef and Clary further move the Court for an *Ex Parte* Order
15 Shortening Time for the hearing on the foregoing Motions and matters
16 related thereto.

17 The foregoing Motion to Set Aside the Default and to Dismiss EIN
18 is made and based on the grounds that EIN was dissolved at the time
19 that the above-captioned case was filed, was not properly served, does
20 not exist, and has been succeeded by Kokoweef;

21 The foregoing Motion to Dismiss Plaintiff Ted R. Burke ("Burke")
22 is made and based on the grounds that Burke is not a stockholder of
23 record of Kokoweef and, therefore, has no standing as a Plaintiff in
24 the above-captioned case;

25 The foregoing Motion to Dismiss or, in the Alternative, for
26 summary judgment on the First Cause of Action of the Third Amended
27 Complaint, is made and based on the grounds (1) that the First Cause
28 of Action fails to state a claim upon which relief can be granted and,

1 alternatively, (2) that there is no genuine issue as to any material
2 fact and that Kokoweef and Clary are entitled to judgment as a matter
3 of law on the First Cause of Action as supported by the Declarations
4 of Patrick C. Clary ("the Clary Declaration") and Reta L. Van Da
5 Walker ("the Van Da Walker Declaration), which are attached hereto as
6 Exhibits A and B, respectively;

7 The foregoing Motion for Summary Judgment on the Second Claim for
8 Relief is made and based on the ground that there is no genuine issue
9 as to any material fact and that Clary is entitled to judgment as a
10 matter of law as supported by the Clary Declaration (Exhibit A
11 hereto) and Exhibit 1 thereto; and

12 The *Ex Parte* Motion for Order Shortening Time for Hearing is
13 based on the prior directive of the above-entitled Court at the last
14 hearing on the status check herein as set forth in paragraph 11 of the
15 Clary Declaration (Exhibit A hereto).

16 DATED: August 4, 2011.

17 PATRICK C. CLARY, CHARTERED

18
19 By


Patrick C. Clary

20
21 Attorneys for So-called Nominal
22 Defendant Kokoweef, Inc. and
23 Defendant Patrick C. Clary
24
25
26
27
28

EX PARTE ORDER SHORTENING TIME

Upon consideration of the foregoing Ex Parte Motion for Order Shortening Time and good cause appearing, it is hereby

ORDERED that foregoing Ex Parte Motion is hereby granted; and it is further

ORDERED that the hearing on the above and foregoing So-called Nominal Defendant Kokoweef, Inc.'s and Defendant Patrick C. Clary's Motion to Set Aside Default and to Dismiss the Verified Third Amended Complaint as against So-called Nominal Defendant Explorations Incorporated of Nevada, to Dismiss Plaintiff Ted R. Burke, and to Dismiss Or, in the Alternative, for Summary Judgment on the First Cause of Action of the Verified Third Amended Complaint, and Defendant Patrick C. Clary's Motion for Summary Judgment on the Second Cause of Action of the Verified Third Amended Complaint ("the Subject Motions") is hereby shortened and shall be held in Dept. No. XI the above-entitled Court, in the Regional Justice Center, at 200 Lewis Avenue, Las Vegas, Nevada, on the 23 day of August, 2011, or as soon thereafter as counsel can be heard; and it is further

ORDERED that the time for the service and filing of the Plaintiffs' memorandum of points authorities and affidavits, if any, in opposition to the Subject Motions is hereby shortened to the 16 day of August, 2011, and that the time for the service and filing of the said Defendants' reply memorandum of points and authorities and affidavits, if any, in support of the Subject Motion is hereby shortened to the 19 day of August, 2011.

DATED this 5 day of August, 2011.


DISTRICT JUDGE

4 for ELIZABETH GOFF GONZALE

MEMORANDUM OF POINTS AND AUTHORITIES

I.

The Motion to Set Aside Default and Dismiss EIN

Explorations Incorporated of Nevada ("EIN"), which was incorporated as a Nevada corporation on October 24, 1984, and Kokoweef, Inc. ("Kokoweef"), which was incorporated as a Nevada corporation May 25, 2004, were named by the Plaintiffs in the above-captioned case as "Nominal Defendants." The Plaintiffs and their counsel were at all times relevant herein and are aware that, on August 31, 2006, EIN and Kokoweef consummated a reorganization whereby all of the assets of EIN were acquired from Kokoweef in consideration of the issuance to EIN's stockholders of shares of the common stock of Kokoweef and that thereafter, on November 15, 2007, EIN was dissolved. Accordingly, EIN no longer exists, and Kokoweef is the successor to EIN. There can be no dispute as to the foregoing material facts contained in this paragraph, and, moreover, EIN has consistently throughout this litigation been referred to in the Plaintiffs' pleadings as "a dissolved corporation" that no longer exists!

On February 26, 2009, the Plaintiffs and their counsel obtained from the Clerk of the above-entitled Court a Default ("the Subject Default") against EIN, to which they attached as Exhibit A a copy of their so-called Verified Derivative First Amended Complaint ("the First Amended Complaint"), which had been filed herein on September 2, 2008.

EIN, as a dissolved Nevada corporation, was never properly served under Nevada law as is reflected in Exhibit C to the Subject Default. Therefore, since the attempted service of process upon EIN was ineffective, the Plaintiffs never properly obtained jurisdiction

1 over EIN.

2 Although in their First Amended Complaint, the Plaintiffs, in
3 their "Prayer for Relief," requested "judgment in their favor and
4 against Defendants" (which presumably included EIN), there is no
5 relief against EIN set forth in any of the Plaintiffs' Claims for
6 Relief in the First Amended Complaint. Consequently, the Subject
7 Default should not have been taken against EIN.

8 The Verified Second Amended Complaint erroneously and prematurely
9 filed herein on June 13, 2011, which is supposed to have evolved into
10 the Plaintiffs' Verified Third Amended Complaint ("the Third Amended
11 Complaint")¹ is the first time that the Plaintiffs ever specifically
12 included EIN as a party against which a claim is made--specifically
13 the new First Cause of Action in the Third Amended Complaint.

14 For all of the foregoing reasons, the Motion to Set Aside Default
15 against EIN and for dismissal of the Third Amended Complaint against
16 EIN should be granted, and EIN would be deleted as a party herein.

17 II.

18 The Motion to Dismiss Plaintiff Ted R. Burke

19 Defendant Ted R. Burke ("Burke") is not a stockholder of record
20 of Kokoweef and, therefore, has no standing to continue as a Plaintiff
21 in the above-captioned case. The Plaintiffs including Burke himself
22 are well aware of the fact that any stock of Kokoweef in which Burke
23 claims an interest is held in the name of a limited-liability company
24 of which Burke claims to be manager or member, has been rescinded, or
25 has never been issued or distributed.

26
27 ¹The Order on Status check entered herein on August 1, 2011 contains a
28 provision that provides "that the Plaintiffs are directed to serve and file a
complete Verified Third Amended Complaint, including verifications and exhibits in
lieu of their incomplete Second Amended Complaint heretofore filed herein."

1 No citation of any authority is required for the proposition that
2 a person who is not a stockholder of a company has no rights as such
3 and certainly no standing to sue as such. Therefore, Burke, in the
4 Third Amended Complaint herein or otherwise, has failed to state a
5 claim upon which relief can be granted under Rule 12(b)(6) of the
6 Nevada Rules of Civil Procedure, and, accordingly, Burke should be
7 dismissed as a Plaintiff from the above-captioned case.

8 III.

9 The Motions to Dismiss or for Summary Judgment

10 The "First Cause of Action" of the Third Amended Complaint fails
11 to state a claim upon which relief can be made and, therefore, should
12 be dismissed as against Clary and Kokoweef pursuant to Rule 12(b)(6)
13 or the Nevada Rules of Civil Procedure for the reasons set forth
14 below.

15 In the alternative, Clary and Kokoweef should be granted summary
16 judgment in their favor and against the Plaintiffs on the "First Cause
17 of Action" of the Third Amended Complaint on the ground that there is
18 no issue as to material fact and that Clary and Kokoweef are entitled
19 to judgment as a matter of law as provided in Rule 56(c) of the
20 Nevada Rules of Civil Procedure as also set forth below.

21 A.

22 The First Cause of Action

23 (Civil liability pursuant to NRS 90.660 for sale of
24 unregistered securities against Kokoweef and Hahn)

25 1. Kokoweef's Compliance with the Exemption from Registration
26 under NRS 90.530(17)(b).

27 NRS 90.530(17) provides as follows:

28 The following transactions are exempt from NRS 90.460 and
90.560:

1 17. A transaction involving the distribution of the
2 securities of an issuer to the security holders of another
3 person in connection with a merger, consolidation, exchange
4 of securities, sale or assets or other reorganization to
5 which the issuer, or its parent or subsidiary, and the
6 other person, or its parent or subsidiary, are parties if:

7 (a) The securities to be distributed are
8 registered under the Securities Act of 1933, 15 U.S.C.
9 §§ 66a et seq., before the consummation of the
10 transaction; or

11 (b) The securities to be distributed are not
12 required to be registered under the Securities Act of
13 1933, 15 U.S.C. §§ 77a et seq., written notice of the
14 transaction and a copy of the materials, if any, by
15 which approval of the transaction will be solicited,
16 together with a nonrefundable fee of \$300 are given to
17 the Administrator at least 10 days before the
18 consummation of the transaction and the Administrators
19 does not, by order, disallow the exemption within the
20 next 10 days.

21 (Emphasis supplied.)

22 Kokoweef and Clary claim and rely upon the provisions of the foregoing
23 statute, including the alternative set forth therein, that are
24 emphasized in bold.

25 Kokoweef fully complied with the exemption under NRS
26 90.530(17)(b) with respect to the distribution of its stock to all of
27 the former stockholders of EIN as is set forth in paragraphs 7 and 8
28 of the Clary Declaration (Exhibit A thereto) and Exhibits 1 and 2
thereto.

 The exemption under NRS 90.530(17)(b) obviously stands on its
own, and its application to the distribution of Kokoweef stock to all
of the former stockholders of EIN cannot be disputed.

2. Kokoweef's Compliance with the Exemption from Registration
under NRS 90.530 (11).

NRS 90.530(11) provides as follows:

The following transactions are exempt from NRS 90.460 and
90.560:

1 11. Except as otherwise provided in this subsection, a
2 transaction pursuant to an offer to sell securities of an issuer
if:

3
4 (a) The transaction is part of an issue in which there
5 are no more than 25 purchasers in this state, other than
those designated in subsection 10, during any 12
consecutive months;

6 (b) No general solicitation of general advertising is
7 used in connection with the offer to sell or sale of the
securities;

8 (c) No commission or other similar compensation is
9 paid or given, directly or indirectly, to a person, other
10 than a broker-dealer licensed or not required to be
licensed under this chapter, for soliciting a prospective
purchase in this state, and

11 (d) One of the following conditions is satisfied:

12 (1) The seller reasonably believes that all the
13 purchasers in this state, other than those designated
in subsection 10, are purchasers for investment; or

14 (2) Immediately before and immediately after the
15 transaction, the issuer reasonably believes that the
16 securities of the issuer are held by 50 or fewer
beneficial owners, other than those designated in
17 subsection 10, and the transaction is part of an
aggregate offering that does not exceed \$500,000
during any 12 consecutive months.

18 The Administrator by rule or order as to a security or
19 transaction or a type of security or transaction may withdraw or
20 further condition the exemption set forth in this subsection or
waive one or more of the conditions of the exemption.

21 (Emphasis supplied.)

22 Kokoweef and Clary claim and rely upon the provisions of the foregoing
23 statute, including the alternative set forth therein, that are
24 emphasized in bold.

25 In their Third Amended Complaint, the Plaintiffs claim that there
26 were, at certain times, more than 25 purchasers of the common stock
27 of Kokoweef in this state (meaning residents of the State of Nevada)
28 during certain 12 consecutive-month periods. The Plaintiffs are
entirely in error, and there never were more than 25 Nevada residents

1 who were purchasers of new stock of Kokoweef for cash during any
2 relevant 12 consecutive-month periods no matter how those periods are
3 designated. See paragraphs 9 and 10 of the Clary Declaration (Exhibit
4 A hereto) and Exhibit 3 thereto and paragraph 7 of the Van Da Walker
5 Declaration (Exhibit B hereto) and Exhibit 1 thereto.

6 3. All of the Plaintiffs (excluding Burke) have no claim against
7 Kokoweef or Clary under NRS 90.660(1) because of an unaccepted
8 rescission offer that was made to them.

9 NRS 90.660(1) provides as follows:

10 1. A person who offers or sells a security in violation of
11 any of the following provisions:

12 (a) subsection 1 of NRS 90.310;

13 (b) NRS 90.460;

14 (c) Subsection 10 of NRS 90.500;

15 (d) Subsection 2 of NRS 90.570;

16 (e) Subsection 2 of NRS 90.610; or

17 (f) A condition imposed in subsection 8 or 9 of NRS
18 90.500,

19 is liable to the person purchasing the security. Upon tender of
20 the security the purchaser may recover the consideration paid
21 for the security and interest at the legal rate of this state
22 from the date of payment, costs, and reasonable attorney's fees,
23 less the amount of income received on the security. A purchaser
24 who no longer owns the security may recover damages. Damages are
the amount that would be recoverable upon a tender less the
value of the security when the purchaser disposed of it, plus
interest, at the legal rate of this state from the date of
disposition of the security, costs and reasonable attorney's
fees determined by the court. Tender requires only notice of
willingness to exchange the security for the amount specified.

25 Kokoweef and Clary claim and rely upon the provision of the foregoing
26 statutory provisions.

27 Attached hereto as Exhibit C are copies of Offers of Judgment
28 served on January 31, 2011 on the Plaintiffs (expressly excluding

Burke) pursuant to Rule 68 of the Nevada Rules of Civil Procedure and NRS 90.660 ("the Offers"). The Offers, by virtue of their content, also constitute offers of rescission under NRS 90.660, which were not accepted by any of the Plaintiffs to whom the Offers were made, even though the Plaintiffs' counsel was given an extension to and including February 22, 2011 to do so.

Accordingly, the claims of the Plaintiffs (excluding Burke) against both Kokoweef and Clary for violations of the Nevada securities laws by virtue of their not having accepted the Offers are extinguished, and either the First Cause of Action of the Third Amended Complaint should be dismissed by the Court or the Court should grant summary judgment in favor of Kokoweef and Clary and against the Plaintiffs (excluding Burke) on the First Cause of Action of the Third Amended Complaint.

B.

The Second Cause of Action

(Negligent misrepresentation against Clary)

The alleged tort of "negligent misrepresentation" has been defined by the Supreme Court of Nevada in Barmettler v. Reno Air, Inc., 114 Nev. 441, 449, 956 P..2d 1382, 1387 (1998), where it was held as follows:

This court defines the tort of negligent misrepresentation as follows:

One who, in the course of his business, profession or employment, or in any other action in which he [or she] has a pecuniary interest, supplies false information for the guidance of others in their business transactions, is subject to liability for pecuniary loss caused to them by their justifiable reliance upon the information, if he [or she] fails to exercise reasonable care or competence in obtaining or communicating the information"

(quoting *Restatement (Second) of Torts* § 552(1) (1976)).

1 Facts are facts, and allegations are just that, allegations;
2 consequently, no material facts exist or can be alleged and proved by
3 the Plaintiffs to meet the requirements of the foregoing definition
4 of negligent misrepresentation.

5 Moreover, the Plaintiffs' own lead counsel, Alexander Robertson,
6 IV, Esq., admitted in open court at the hearing held on January 26,
7 2009 in the above-captioned case that the Plaintiffs did not want to
8 give up their stock but, rather, they want the allegedly illegally
9 issued shares to be rescinded and reissued legally.

10 Finally, as set forth above, both Kokoweef's and Clary's
11 liability, if any (excluding Burke) under NRS 90.660(1) by Plaintiff's
12 failure to accept the Offers is extinguished, so there are no damages
13 in any event (and, in his individual capacity, Burke neither owns nor
14 holds any Kokoweef stock).

15 Therefore, without any pecuniary loss, the Plaintiffs claim for
16 negligent misrepresentation must fail, and summary judgment should be
17 granted in favor of Kokoweef and Clary on the Second Cause of Action
18 of the Third Amended Complaint.

19 Respectfully submitted,

20 PATRICK C. CLARY, CHARTERED

21
22 By


Patrick C. Clary

23
24 Attorneys for So-called Nominal
25 Defendant Kokoweef, Inc. and
26 Defendant Patrick C. Clary
27
28

EXHIBIT A

Law Offices of
PATRICK C. CLARY, CHARTERED
8670 West Cheyenne Avenue, Suite 120
Las Vegas, Nevada 89129
Tel: 702.382.0813 - Fax: 702.382-7277

DECLARATION OF PATRICK C. CLARY

I, PATRICK C. CLARY, declare under penalty of perjury as follows:

1. I am the sole officer, director and stockholder of Patrick C. Clary, Chartered, a Nevada professional corporation ("Chartered"), which is counsel for both so-called Nominal Defendant Kokoweef, Inc. ("Kokoweef") and me in my individual capacity as a Defendant herein.

2. I make this Declaration in support of So-called Nominal Defendant Kokoweef, Inc.'s and Defendant Patrick C. Clary's Motion to Set Aside Default and to Dismiss the Verified Third Amended Complaint against So-called Nominal Defendant Explorations Incorporated of Nevada, to Dismiss Plaintiff Ted R. Burke, and to Dismiss Or, in the Alternative, for Summary Judgment on the First Cause of Action of the Verified Third Amended Complaint, Defendant Patrick C. Clary's Motion for Summary Judgment on the Second Cause of Action of the Verified Third Amended Complaint, and *Ex Parte* Motion for Order Shortening Time on Hearing, to which this Declaration is attached as Exhibit A.

3. This Affidavit is made on my personal knowledge, and, if called as a witness herein, I am competent to testify to the matters set forth herein.

4. Chartered is and has been corporate and securities counsel for Kokoweef since it was formed as a Nevada corporation on May 25, 2004.

5. Prior to the incorporation of Kokoweef, sometime in late 2003 and/or early 2004 I was introduced to Explorations Incorporated of Nevada, a Nevada corporation ("EIN"), which had been in existence since 1984, by and through Joseph M. Dempsey, Esq., of Dempsey, Roberts & Smith, with which I shared law offices in downtown Las Vegas, and I met two of the principals of EIN, Larry Hahn, who had been President and the largest stockholder of EIN since its inception,

1 and Ted R. Burke, who had become an officer and director of EIN in
2 1993. After examining certain of the books and records of EIN and
3 reviewing its securities transactions, I advised EIN that it had not
4 been following all proper procedures in the offer and sale of its
5 stock. Never, however, was I ever involved in any prior securities
6 transactions of EIN.

7 6. I explained the proper procedures that were required to comply
8 with both the federal and state securities laws, and Messrs. Hahn and
9 Burke expressed a desire to comply. In order to give any new
10 securities transactions a clean start, I suggested (1) that a new
11 corporation be formed, which turned out to be Kokoweef, and (2) that
12 a plan of reorganization be adopted and implemented whereby the
13 assets, subject to the liabilities, of EIN would be sold and
14 transferred to Kokoweef solely in exchange of the stock of EIN held
15 by its stockholders for new shares of stock in Kokoweef. I explained
16 that this would be a Type "C" tax-free exchange under Section 368 of
17 the Internal Revenue Code and that exemptions from registration of the
18 shares would be available under both federal and state securities laws
19 for the offer and sale of the new shares of the stock of Kokoweef to
20 the old stockholders of EIN, which would then be dissolved. As is
21 indicated below, the reorganization was properly consummated.

22 7. The distribution by Kokoweef of its stock in the
23 reorganization were exempt from registration under NRS 90.530(17)(b)
24 for the following reasons:

25 a. Attached hereto as Exhibit 1 is a true and correct copy
26 of a cover letter sent on November 21, 2005 by me to the
27 Securities Division of the Nevada Secretary of State's office
28 together with the two enclosures referred to therein, namely the

1 Securities Division's Nevada Form N-9 and the Agreement and Plan
2 of Reorganization dated November 10, 2005 between EIN and
3 Kokoweef.

4 b. Attached hereto as Exhibit 2 is a file-stamped copy of
5 the same Nevada Form N-9, which I personally obtained from the
6 Securities Division of the Nevada Secretary of State's office.
7 Exhibit 2 has a note on it stating that the \$300 check referred
8 to in the aforesaid cover letter was, as I can personally
9 verify, inadvertently omitted as an enclosure and later sent
10 over; consequently the said Form N-9 was not filed until
11 November 22, 2005. After the expiration of the ten-day-period
12 provided for in NRS 90.530(17)(b), the exemption became
13 effective.

14 8. Accordingly both Kokoweef and I as its securities counsel
15 fully complied with NRS 90.530(17)(b)

16 9. I also established procedures for the offer and sale of other
17 authorized but unissued stock of Kokoweef to new investors for cash
18 consideration, which would also be in compliance with the requirements
19 of both federal and state securities laws, and those procedures were
20 implemented by Kokoweef. Notwithstanding compliance with the federal
21 and state securities laws including the exemption from registration
22 under NRS 90.530(11), of which Plaintiff Ted R. Burke had knowledge,
23 the Plaintiffs in the above-captioned case have falsely alleged that
24 NRS 90.530(11) was violated.

25 10. Attached hereto as Exhibit 3 is a copy of the form of
26 securities agreement that was prepared by me as counsel for Kokoweef
27 to be utilized by Kokoweef in connection with the offer and sale to
28 purchasers for cash consideration of new stock of Kokoweef after its

1 formation (expressly excluding all Kokoweef stock that was distributed
2 by Kokoweef pursuant to the reorganization). The agreements which were
3 executed by such purchasers were substantially in the form and content
4 set forth in Exhibit 3 hereto.

5 11. At the hearing on the Plaintiffs' Motion for Leave to File
6 Second Amended Complaint held in the above-captioned case held before
7 Her Honor District Judge Elizabeth Gonzalez on June 7, 2011, a
8 directive was made by the Court that any motion to dismiss such
9 amended complaint (which is now referred to as the Third Amended
10 Complaint) would be heard on an order shortening time. Accordingly,
11 the *Ex Parte* Motion for Order Shortening Time on Hearing, in support
12 of which this Declaration is made, should be granted by the Court.

13 The foregoing is true and correct to the best of my knowledge and
14 is executed at Las Vegas, Nevada on August 14, 2011.

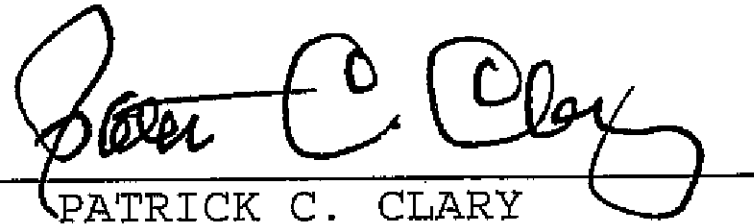
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PATRICK C. CLARY

EXHIBIT 1 TO EXHIBIT A

PATRICK C. CLARY
DIRECT 702.212.0223

ANDREW J. KOSTIW
DIRECT 702.736.7774

THOMAS A. LARMORE
Also admitted in CA
DIRECT 702.248.0014

OF COUNSEL

JOE E. COLVIN

PETER J. PARENTI
Admitted only in TX

LAW OFFICES OF

CLARY, KOSTIW & LARMORE, LLP

CITY CENTER WEST

7201 WEST LAKE MEAD BOULEVARD, SUITE 503
LAS VEGAS, NEVADA 89128

T. 702.382.0813 F. 702.382.7277

www.NevadaSecurities.com

BRANCH OFFICES

543 PLUMAS ST.

RENO, NV 89509

T. 775.848.0099

F. 775.848.1788

9901 1H 10 W, SUITE 800

SAN ANTONIO, TX 78230

T. 210.558.2829

F. 210.558.8204

700 5TH ST. NW, SUITE 800

WASHINGTON, DC 20001

T. 202.789.8000

F. 202.371.1825

November 21, 2005

Mr. Ed Appenbrink
Chief of Registration and Licensing
Securities Division
Office of the Secretary of State
State of Nevada
555 East Washington Avenue, Suite 5200
Las Vegas, Nevada 89101

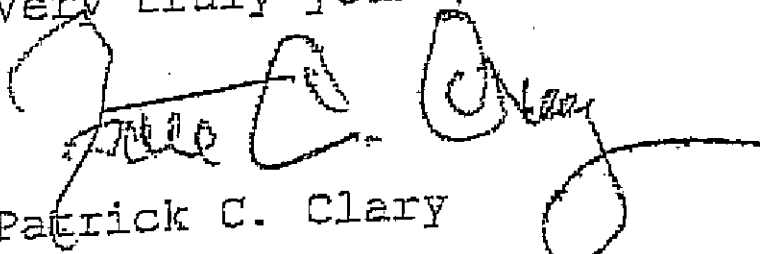
Dear Mr. Appenbrink:

This letter will constitute the notice required under Subsection 17(b) of Section 90.530 of Nevada Revised in connection with the transactions evidenced by the following enclosed documents:

1. Nevada Form N-9 duly filled out and executed on behalf of Kokoweef, Inc., a Nevada corporation ("the Company") by Larry L. Hahn, the Company's President;
2. Executed copy of the Agreement and Plan of Reorganization dated November 10, 2005 between Explorations Incorporated of Nevada, a Nevada corporation, and the Company; and
3. My professional corporation's check made payable to the Nevada Securities Division for \$300 to cover your filing fee.

If you have any questions regarding this matter, please do not hesitate to get in touch with me. Thank you for your continued cooperation and assistance.

Very truly yours,


Patrick C. Clary

PCC:bhc

Enclosures

cc: Mr. Larry L. Hahn
President, Kokoweef, Inc.

EXHIBIT 1



State of Nevada
Secretary of State
Securities Division

NEVADA FORM N-9
CLAIM OF EXEMPTION FROM SECURITIES REGISTRATION

To: SECRETARY OF STATE
SECURITIES DIVISION
555 E. WASHINGTON AVE., #5200
LAS VEGAS, NV 89101

EXPEDITE SERVICE: ☐ 24 Hours \$100.00
☐ Same Day \$200.00

1. The undersigned hereby claims an exemption from securities registration pursuant to Subsection 17(b) of NRS Section 90.530 (cite authority).

2. The following information is submitted:
Name of Issuer: KOKOWEEF, INC.
Address of Issuer: 2908 East Lake Mead Boulevard
City: N. Las Vegas State: Nevada Zip: 89030
Telephone: (702) 649-6819 Fax: (702) 649-6233

3. Type of Security: Debt ☐ Equity ☒ Other (Describe) _____

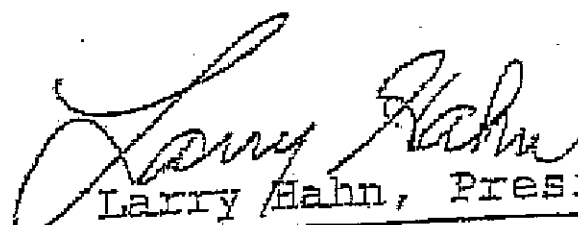
4. Total number of shares/dollar amount of securities claimed to be exempt: 850,000/\$850,000.00

5. Issuer's Fiscal Year End Date: December 31

6. If this filing is made pursuant to the exemption provided by NAC 90.519.2 a marked copy of the Preliminary Official Statement or other disclosure document is attached.

7. The following fee is enclosed in the form of a check payable to the Secretary of State, Securities Division.
(If no fee required please cite authority: _____)

☒ Filing Fee \$ 300.00
☐ Expedite Fee \$ _____
Total Enclosed \$ 300.00


Larry Hahn, President

8. SUBMITTED BY: _____
Address: 2908 East Lake Mead Boulevard
City: N. Las Vegas State: Nevada Zip: 89030
Telephone: (702) 649-6819 Fax: (702) 649-6233

NOTE: For acknowledgment, one additional copy of this filing and a self-addressed stamped envelope is enclosed.

*** FOR OFFICIAL USE ONLY ***

Date/Time Received: _____ File Number: _____
Receipt Number: _____ Entered By: _____
Date Exemption Expires: _____

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION ("this Agreement") is made on the 11 day of November, 2005 by and between EXPLORATIONS INCORPORATED OF NEVADA, a Nevada corporation ("the Old Company"), and KOKOWEEF, INC., a Nevada corporation ("the New Company").

W I T N E S S E T H :

WHEREAS the New Company wishes to acquire from the Old Company all of the assets, trademarks, trade names, franchises, intellectual property rights, licenses, leases, contracts, goodwill, name, and business of the Old Company ("the Assets"), subject to all of the liabilities of the Old Company excepting liabilities to the Old Company's stockholders, all of which liabilities with such exception the New Company agrees to assume, solely in exchange for shares of the Old Company's common stock;

WHEREAS this Agreement and its performance by the Old Company have been authorized and approved by the Board of Directors of the Old Company and by the requisite affirmative vote of approval by the Old Company's stockholders holding a majority of the issued and outstanding shares of the common stock of the Old Company;

WHEREAS the Board of Directors of the Old Company, as part of its approval and subject to the same conditions as apply to this Agreement, as set forth below, has approved a plan of complete liquidation and dissolution of the Old Company pursuant to which shares of the common stock of the New Company will be distributed by the Old Company ratably to its stockholders in exchange for and in complete cancellation and retirement of all of its issued and outstanding shares of common stock and in complete liquidation of the Old Company, followed by the dissolution of the Old Company immediately thereafter, which plan of complete liquidation and dissolution will have received the requisite affirmative vote of approval by the Old Company's shareholders holding a majority of the issued and outstanding shares of the common stock of the Old Company;

WHEREAS this Agreement and its performance by the New Company have been authorized and approved by the Board of Directors of the New Company but do not require the approval of the shareholders of the New Company;

WHEREAS it is the intention of the parties hereto that the exchange of stock for assets as herein provided for be treated as a Type "C" reorganization in compliance with the requirements of Section 368 of the Internal Revenue Code of 1954, as amended;

WHEREAS the transactions involving offer and sale of the shares of the common stock of the New Company hereunder are intended to be in

accordance with the following exemptions:

(1) The exemption or exemptions from registration under the Securities and Exchange Act of 1933, as amended ("the Act"), under Section 3(b) and/or 4(2) of the Act and/or Regulation D ("Regulation D") promulgated thereunder by the United States Securities and Exchange Commission ("the Commission") and/or Section 4(6) of the Act; and

(2) The exemption or exemptions under Subsection 17(b) of Section 90.530 of Nevada Revised Statutes;

NOW THEREFORE, the parties hereto, in consideration of the promises and covenants hereinafter contained, hereby agree as follows:

1. Plan of Reorganization. It is the intention of the parties hereto that all of the assets of the Old Company be acquired by the New Company in exchange solely for shares of the New Company's voting common stock.

2. Exchange of Shares for the Assets. The Old Company shall be and does hereby transfer to the New Company, in exchange for voting shares of the common stock of the New Company, the Assets, free and clear of all claims, liens, encumbrances. Each of the shareholders of record as of the date hereof shall receive one share of the common stock of the New Company for and in lieu of each one share of the common stock of the Old Company held by such shareholders. Upon receipt of certificates for the aforesaid shares of the common stock of the New Company, all of the heretofore issued and outstanding shares of the common stock of the Old Company shall be retired and canceled in complete liquidation of the Old Company, which will thereupon be immediately dissolved.

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

a. The Old Company was duly organized and is and shall be in good standing under and pursuant to the laws of the State of Nevada with full power to conduct the business in which it is engaged.

b. This Agreement has been duly authorized, executed and delivered on behalf of the Old Company, enforceable in accordance with its terms, and the Old Company has full power and lawful authority to enter into this Agreement and perform all of its obligations hereunder.

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 Old Company pursuant to any indenture, mortgage, deed of trust, agreement, articles of incorporation, bylaws, contract, or other instrument to which the Old Company is a party or by which the Old Company may be bound.

d. The Old Company is the sole owner of the Assets, which are free and clear of all claims, liens, or encumbrances, and has the unqualified right to transfer the Assets to the New Company.

e. The Financial Statements of the Old Company as of December 31, 2004, which were heretofore delivered to the New Company and attached hereto as Exhibit A, are true and complete statements of the financial condition of the Old Company as of that date; there are no substantial liabilities, either fixed or contingent, that are not reflected in the said balance sheet other than contracts or obligations in the usual course of business; and no such contracts or obligations in the usual course of business are liens or other liabilities which, if disclosed would alter the financial condition of Old Company as reflected in such financial statements.

f. Since December 31, 2004, there have not been and are not now any material changes to the financial position of the Old Company except changes arising in the ordinary course of business.

g. The Old Company was incorporated in Nevada on October 24, 1984 primarily for the purpose of engaging in mineral exploration and mining. The Company's business activities since then have been the exploration by drilling, tunneling, and other mining procedure for minerals and water 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 has, in turn lease the said property to the Old Company for \$500 per month until 2039 with an option to renew for twenty years on the same terms and conditions. The Old Company is still in the exploratory stage.

h. The Old Company acknowledges and is aware of the following:

(1) The New Company is a new Nevada corporation which was incorporated on May 25, 2004 and has no operating history.

(2) Acceptance of shares of the common stock of the New Company in exchange for the Assets constitutes a speculative investment which involves a degree of risk to the Old Company's shareholders.

(3) The Old Company has had access to the information and opportunities set forth in subparagraph (b) of Rule 502 of Regulation D.

(4) There are restrictions on the transferability of the shares of the common stock of the New Company, such shares will not be, and any holders of such shares have no rights to require that such shares be, registered under the Act, and the holders of such shares will not be able to avail themselves of the provisions of Rule 144 promulgated by the Commission under the Act with respect to the resale of such shares for at least one (1) year from the date of the issuance of the such shares. Accordingly, it may not be possible for the New Company's shareholders to liquidate their investment in such shares at the time that they may wish to do so.

4. Representations of the New Company. The New Company represents and warrants to the Old Company as follows:

a. The New Company, which was incorporated on May 25, 2004, 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 Assignment has been duly authorized, executed and delivered on behalf of the New Company, enforceable in accordance with its terms, and the New Company has full power and lawful authority to issue and deliver the shares of its common stock in exchange for the Assets on the terms and conditions herein set forth.

c. The consummation of the transactions contemplated by this Assignment and 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 New Company pursuant to any indenture, mortgage, deed of trust, agreement, articles of incorporation, bylaws, contract, or other instrument to which the New Company is a party or by which the New Company may be bound.

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

e. The total number of shares of stock which the New Company is authorized to issue is 75,000,000 shares of common stock having a par value of \$.001 per share.

f. Prior to the transactions contemplated hereunder no shares

of the common stock of the New Company have been issued.

g. The shares of the common stock of the New Company all have voting rights and are fully paid and nonassessable.

h. The New Company is not supplying either the Old Company or its shareholders with any offering memorandum or other disclosure documentation under subparagraph (b)(2) of Rule 502 of Regulation D other than as set forth herein; however, the Old Company has had access to the requisite information and opportunities specified in subparagraph (b)(2) of Rule 502 of Regulation D.

5. Indemnification. The parties hereto agree to and shall indemnify each other and their successors and assigns against any and all damages resulting from any breach of any representation, warranty, or agreement set forth in this Agreement or the untruth or inaccuracy thereof. The parties hereto further agree to and shall indemnify each other and their successors and assigns against any and all debts, liabilities, losses in action, or claims of any nature, absolute or contingent, resulting from such breach, untruth or inaccuracy. This indemnity shall survive the closing of the transactions contemplated hereunder but shall be limited to liabilities of which one party hereto shall receive notice in writing from the other party or its successors and assigns within five (5) years from the date hereof. Such party or its successors and assigns shall notify the other party of any such liabilities, breach of warranty, untruth, or inaccuracy of representation or any claim thereof with reasonable promptness, and such party or its successors and assigns shall have, at its election, the right to compromise or defend any such matter involving asserted liability through counsel of its own choosing and at its expense. Such notice and opportunity to compromise or defend, if applicable, shall be a condition precedent to any liability of such party under this indemnity. In the event that a party hereto undertakes to compromise or defend any such liability, then such party shall notify the other party or its successors and assigns, and such party shall cooperate with the other party and its counsel in the compromising or defending against any such liabilities.

6. 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.

7. Closing. The closing of the transactions contemplated hereunder shall be held on such date to which the parties hereto shall mutually agree ("the Closing Date") after the conditions to closing set forth in the following paragraph 8 hereof have been fully met and complied with and will take place on the Closing Date at the law offices of Patrick

C. Clary, Chartered located at 7201 West Lake Mead Boulevard, Suite 503, Las Vegas, Nevada 89128.

8. Conditions to Closing. The closing of the transactions contemplated hereby shall be contingent upon the following conditions precedent:

a. The representations and warranties contained in paragraphs 3 and 4 hereinabove shall be in full force and effect on the Closing Date; and

b. The written notice and accompanying materials together with the nonrefundable fee of \$300 referred to in Subparagraph 17(b) of Section 90.530 of Nevada Revised Statutes shall have been given and the Administrator of the Securities Division of the Office of the Secretary of State of the State of Nevada shall not, by order, have disallowed the exemption set forth therein within the specified ten-day period.

9. Attorneys' Fees. If any litigation is commenced between the parties hereto 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 prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their or its attorneys' fees in such litigation.

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

11. 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 and their successors and assigns.

12. 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.

13. 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.

14. 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.

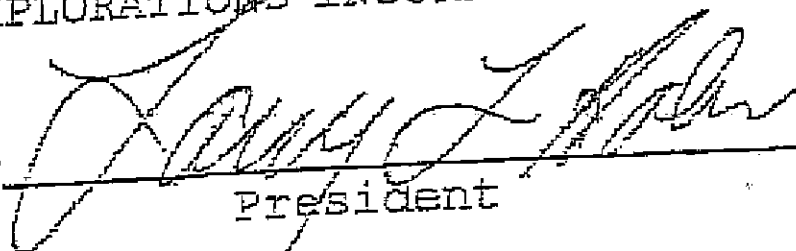
15. Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and in the masculine gender shall include the feminine and neuter, and vice versa.

16. Applicable Law. It is the intention of the parties hereto 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 hereto.

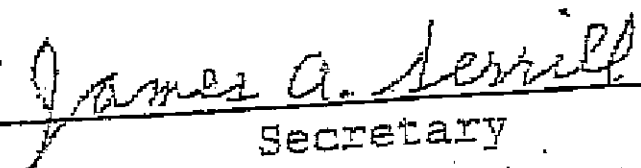
17. Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter of it, and there are no agreements, understandings, restrictions, representations or warranties between the parties hereto other than those set forth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

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

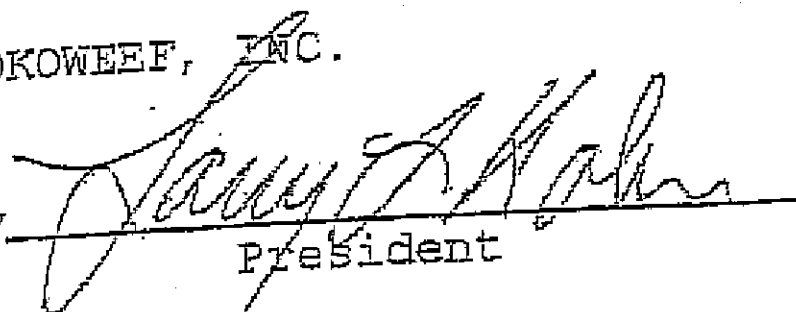
EXPLORATIONS INCORPORATED OF NEVADA

By 
President

ATTEST:


Secretary

KOKOWEEF, INC.

By 
President

ATTEST:


Secretary

Explorations Inc. of Nevada

FINANCIAL STATEMENTS

Period Ended
December 31, 2004
(Twelve Months Operations)

Prepared by
LaChance Management Inc.
2251 N Rampart Blvd #368
Las Vegas NV 89128
(702) 838-0091

Exhibit A

Explorations Inc. of Nevada
 Balance Sheet
 December 31, 2004

ASSETS

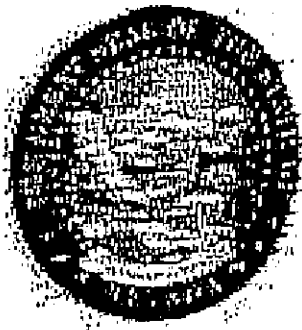
CURRENT ASSETS		<u>260.50</u>
Cash		260.50
Total Current Assets		
FIXED ASSETS	342,206.39	
Equipment	25,975.00	
Vehicles	21,636.60	
Structures	<u>(367,301.00)</u>	
Accumulated Depreciation		22,516.99
Total Fixed Assets		
OTHER ASSETS		<u>1,300.00</u>
Stock - Crystal Cave Mining		
		<u>24,077.49</u>
TOTAL ASSETS		

LIABILITIES & EQUITY

LIABILITIES		61,082.00
DIR Payable		3,150.00
Citibank Payable		9,000.00
Loan Payable - Wynia		6,000.00
Loan Payable - Simhaeuser		<u>26,050.00</u>
Loan Payable - Hahn's Surplus		105,282.00
TOTAL LIABILITIES		
EQUITY	60,933.00	
Capital Stock	2,060,357.81	
Contributed Capital	<u>(2,103,256.91)</u>	
Retained Earnings	<u>(99,238.21)</u>	
Operating Net		<u>(81,204.51)</u>
Total Equity		<u>24,077.49</u>
TOTAL LIABILITIES & EQUITY		

UNAUDITED-ACCRUAL BASIS

EXHIBIT 2 TO EXHIBIT A



State of Nevada
Secretary of State
Securities Division

NEVADA FORM N-9
CLAIM OF EXEMPTION FROM SECURITIES REGISTRATION

To: SECRETARY OF STATE
SECURITIES DIVISION
555 E. WASHINGTON AVE., #5200
LAS VEGAS, NV 89101

EXPEDITE SERVICE: ☐ 24 Hours \$100.00
☐ Same Day \$200.00

1. The undersigned hereby claims an exemption from securities registration pursuant to Subsection 17(b) of NRS Section 90.530 (cite authority).

2. The following information is submitted:

Name of Issuer: KOKOWEEP, INC.
Address of Issuer: 2908 East Lake Mead Boulevard
City: N. Las Vegas State: Nevada Zip: 89030
Telephone: (702) 649-6819 Fax: (702) 649-6233

3. Type of Security: Debt ☐ Equity ☒ Other (Describe) _____

4. Total number of shares/dollar amount of securities claimed to be exempt: 850,000/\$850,000.00

5. Issuer's Fiscal Year End Date: December 31

6. If this filing is made pursuant to the exemption provided by NAC 90.519.2 a marked copy of the Preliminary Official Statement or other disclosure document is attached.

7. The following fee is enclosed in the form of a check payable to the Secretary of State, Securities Division. (If no fee required please cite authority: _____)

☒ Filing Fee \$ 300.00
☐ Expedite Fee \$ _____
Total Enclosed \$ 300.00

Larry Kahn
Larry Kahn, President

8. SUBMITTED BY:

Address: 2908 East Lake Mead Boulevard
City: N. Las Vegas State: Nevada Zip: 89030
Telephone: (702) 649-6819 Fax: (702) 649-6233

NOTE: For acknowledgment, one additional copy of this filing and a self-addressed stamped envelope is enclosed.

*** FOR OFFICIAL USE ONLY ***

Date/Time Received: _____ File Number: _____
Receipt Number: _____ Entered By: SECRETARY OF STATE
Date Exemption Expires: _____

NOV 22 2005

\$300 73343
SECURITIES DIVISION

EXHIBIT 2

11-22-05
oops! they forgot
to write the check!
he said he would
mail one out on
Wednesday
(to my daughter)
off

EXHIBIT 3 TO EXHIBIT A

AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 200__ 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, Pesident
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"

EXHIBIT B

DECLARATION OF RETA L. VAN DA WALKER

I, RETA L. VAN DA WALKER, declare under penalty of perjury as follows:

1. I am an independent, self-employed bookkeeper, have been an enrolled agent with Internal Revenue Service ("IRS"), and have been engaged in bookkeeping and tax practice for the last 20 years; prior to that time, I worked as a staff accountant for a large firms of Certified Public Accountants and was a comptroller of a medium-sized company.

2. I make this Affidavit in support of the Motions of Nominal Defendant Kokoweef, Inc. ("Kokoweef") and Defendant Patrick C. Clary to Dismiss or, in the Alternative, for Summary Judgment as to the First and Second Causes of Action of the Verified Third Amended Complaint herein.

3. This Affidavit is made on my personal knowledge, and, if called as a witness herein, I am competent to testify to the matters set forth herein.

4. In 2002, six years before the above-captioned case was filed, I was retained by Explorations Incorporated of Nevada ("EIN") to examine its stockholder records. At that time, I verified stockholder records against the receipts and made an accurate listing of all stock issued. I had no contact with anyone from EIN until 2007, when I was contacted by Defendant Larry Hahn in his capacity as President and Treasurer of Kokoweef, to assist Kokoweef to convert all of Kokoweef's accounting handwritten accounting records into QuickBooks; after being retained by Kokoweef, I reviewed various records of EIN and Kokoweef, including but not limited to canceled checks, deposit slips, and receipts, and, from this review, I made entries into QuickBooks. I

1 have continued to perform various accounting services for Kokoweef
2 since then including representing Kokoweef in 2007 in an audit by the
3 IRS, which resulted in no change or assessment by the IRS.

4 5. During my continuing engagement by Kokoweef, I have served as
5 a witness for Kokoweef in the above-captioned case, including making
6 and signing an Affidavit, which was filed herein on May 16, 2008, and
7 testifying at an evidentiary hearing held on July 30, 2008.

8 6. During the year 2009, at Kokoweef's request, I again went
9 through all of its stockholder records including each of the files of
10 Kokoweef's stockholders.

11 7. More recently, I was asked again to examine the stockholder
12 records of Kokoweef. I carefully examined the records of stockholders
13 to whom stock was issued for cash consideration as opposed to being
14 issued under the reorganization between EIN and Kokoweef, which was
15 consummated on August 31, 2006, to determine whether the number of
16 stockholders to whom new Kokoweef stock was offered and sold ever
17 exceeded twenty-five Nevada residents. My examination revealed that
18 such number of Nevada residents as new stockholders of Kokoweef never
19 exceeded twenty-five during any twelve-month period, as is shown in
20 the chart attached hereto as Exhibit 1, during the periods indicated.

21
22 
23 RETA L. VAN DA WALKER
24
25
26
27
28

EXHIBIT 1 TO EXHIBIT B

KOKOWEEF, INC.
NEVADA STOCKHOLDER

Last Name	First Name	State of Residence	Date Joined (Payment Rec'd)	Plaintiff	# of NV Shareholders following 12 Months
Kravetz	Fred and Jackie	NV	04/27/2006	Plaintiff	19
PMB Living Trust	(Barnard)	NV	04/28/2006	Plaintiff	18
O'Connell	William and Tracey	NV	05/17/2006		17
Kompst	Stanley and Virginia	NV	05/22/2006		16
Bertoldi	John and Heather	NV	05/22/2006	Plaintiff	16
Carter	Ira	NV	05/22/2006		16
Franks	Steve	NV	05/22/2006	Plaintiff	16
Meranto	Shanee	NV	05/22/2006		16
Kravetz	Edward Lee and Susan Clali	NV	05/22/2006	Plaintiff	16
Schachtner	Michael	NV	07/03/2006		10
Elmo	Gregory J	NV	08/03/2006		9
Barnard	Paula Maria	NV	09/13/2006	Plaintiff	8
Rhine	John W and Debbie	NV	09/16/2006		7
Johnson	Bradley	NV	10/05/2006		6
Shuessler	Douglas and Rose Mary	NV	10/07/2006		5
O'Campo	Alijandro	NV	10/18/2006		1
Beatty	Michael and Michelle	NV	10/27/2006		4
Kehoe	Michael and Laretta	NV	01/13/2007	Plaintiff	4
Isani	Sakina	NV	02/16/2007		3
Goodwin	James E	NV	06/30/2007		3
Portillo	Leonardo	NV	12/15/2007		2
Thornton	William	NV	06/03/2008		3
Krampetz Long	Carol	NV	12/18/2008		5
Andrew	Clark and Susan	NV	04/22/2009		4
Walker	Alfred	NV	06/09/2009		3
Sanders	Daniel	NV	09/17/2009		2
Ng	Roger	NV	10/12/2009		1

EXHIBIT C

REC COPY

1 OFFER
2 PATRICK C. CLARY, CHARTERED
3 Patrick C Clary
4 Nevada Bar No. 00053
5 City Center West, Suite 410
6 7201 West Lake Mead Boulevard
7 Las Vegas, Nevada 89128
8 Telephone: 702.382.0813
9 FAX: 702.382-7277

10 Attorneys for So-called Nominal
11 Defendant Kokoweef, Inc. and
12 Defendant Patrick C. Clary

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 TED R. BURKE; MICHAEL R. and) CASE NO. A558629
16 LAURETTA L. KEHOE; JOHN BERTOLDO;) DEPT NO. XI
17 PAUL BARNARD; EDDY KRAVETZ; JACKIE)
18 & FRED KRAVETZ; STEVE FRANKS;) OFFER OF JUDGMENT
19 PAULA MARIA BARNARD; PETE T. and)
20 LISA A. FREEMAN; LEON GOLDEN;)
21 C.A. MURFF; GERDA FERN BILLBE;)
22 BOB and ROBYN TRESKA; MICHAEL)
23 RANDOLPH; and FREDERICK WILLIS,)

24 Plaintiffs,

25 vs.

26 LARRY L. HAHN, individually, and)
27 as President and Treasurer of)
28 Kokoweef, Inc., and former)
President and Treasurer of) DATE OF HEARING: N/A
Explorations Incorporated of) TIME OF HEARING: N/A
Nevada; HAHN'S WORLD OF SURPLUS,)
INC., a Nevada corporation;)
PATRICK C. CLARY, an individual;)
DOES 1 through 100, inclusive;)

29 Defendants,

30 and

31 KOKOWEEF, INC., a Nevada)
32 corporation; EXPLORATIONS)
33 INCORPORATED OF NEVADA, a)
34 dissolved corporation,)

35 Nominal Defendants.

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiff C. A. Murff ("MURFF") as follows:

6 KOKOWEEF shall accept tender of One Hundred (100) shares of
7 its common stock from MURFF.

8 KOKOWEEF shall cause the sum of Six Hundred Dollars (\$600) to
9 be paid to MURFF based on a calculation of One Hundred (100)
10 shares at the rate of Six Dollars (\$6) per share.

11 KOKOWEEF shall pay MURFF interest on the principal sum of Six
12 Hundred Dollars (\$600) at the legal rate of the State of Nevada
13 from the date of payment.

14 KOKOWEEF shall pay MURFF the sum of No Dollars (\$0) for costs
15 incurred in this proceeding based upon his responses to the
16 KOKOWEEF, INC's and Patrick C. Clary's Interrogatory No. 29
17 wherein he responded that he had not contributed to the cost of
18 the filing and prosecution of this litigation.

19 KOKOWEEF shall pay MURFF the sum of No Dollars (\$0) for legal
20 fees incurred by MURFF in this proceeding based upon his response
21 to KOKOWEEF, INC's and Patrick C. Clary's Interrogatory No. 29
22 wherein he responded that he had not contributed to the cost of
23 the filing and prosecution of this litigation.

24 KOKOWEEF shall pay MURFF an additional sum of One Hundred
25 Dollars (\$100).

26 This Offer of Judgment shall include all costs and attorney's
27 fees to date. This Offer of Judgment is contingent upon MURFF
28 accepting the terms set forth herein. Nothing in this Offer of

1 Judgment shall be construed as an admission by KOKOWEEF that any
2 wrongdoing has occurred or any debt is owed to MURFF. This Offer
3 of Judgment shall remain open for a period of ten (10) days from
4 receipt and will expire at said time if not accepted prior
5 thereto.

6 DATED this 31st day of January, 2011.

7 PATRICK C. CLARY, CHARTERED


8
9 By


Patrick C. Clary

10 Attorneys for Defendant Kokoweef, Inc.

11
12 ACKNOWLEDGMENT OF SERVICE

13 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
14 hereby acknowledged this 31st day of January, 2011.

15
16 
JENNIFER TAYLOR, ESQUIRE
17 Attorney for Plaintiffs
18 401 North Buffalo, Suite 202
19 Las Vegas, Nevada 89145
20
21
22
23
24
25
26
27
28

1 OFFER

PATRICK C. CLARY, CHARTERED

2 Patrick C Clary

Nevada Bar No. 00053

3 City Center West, Suite 410

7201 West Lake Mead Boulevard

4 Las Vegas, Nevada 89128

Telephone: 702.382.0813

5 FAX: 702.382-7277

6 Attorneys for So-called Nominal

Defendant Kokoweef, Inc. and

7 Defendant Patrick C. Clary

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 TED R. BURKE; MICHAEL R. and

LAURETTA L. KEHOE; JOHN BERTOLDO;

11 PAUL BARNARD; EDDY KRAVETZ; JACKIE

& FRED KRAVETZ; STEVE FRANKS;

12 PAULA MARIA BARNARD; PETE T. and

LISA A. FREEMAN; LEON GOLDEN;

13 C.A. MURFF; GERDA FERN BILLBE;

BOB and ROBYN TRESKA; MICHAEL

14 RANDOLPH; and FREDERICK WILLIS,

15 Plaintiffs,

16 vs.

17 LARRY L. HAHN, individually, and

18 as President and Treasurer of

Kokoweef, Inc., and former

19 President and Treasurer of

Explorations Incorporated of

20 Nevada; HAHN'S WORLD OF SURPLUS,

INC., a Nevada corporation;

21 PATRICK C. CLARY, an individual;

DOES 1 through 100, inclusive;

22 Defendants,

23 and

24 KOKOWEEF, INC., a Nevada

25 corporation; EXPLORATIONS

INCORPORATED OF NEVADA, a

26 dissolved corporation,

27 Nominal Defendants.

) CASE NO. A558629

) DEPT NO. XI

) OFFER OF JUDGMENT

) DATE OF HEARING: N/A

) TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiffs Michael L. Kehoe and Lauretta L. Kehoe
6 ("the KEHOES") as follows:

7 KOKOWEEF shall accept tender of One Thousand One Hundred
8 (1,100) shares of its common stock from the KEHOES as reflected in
9 the stock records of Kokoweef.

10 KOKOWEEF shall cause the sum of Six Thousand Six Hundred
11 Dollars (\$6,600) to be paid to the KEHOES based on a calculation
12 of One Thousand One Hundred (1,100) shares at the rate of Six
13 Dollars (\$6) per share.

14 KOKOWEEF shall pay the KEHOES interest on the principal sum
15 of Six Thousand Six Hundred Dollars (\$6,600) at the legal rate of
16 the State of Nevada from the date of payment.

17 KOKOWEEF shall pay the KEHOES the sum of One Thousand Dollars
18 (\$1,000) that they have paid for costs and legal fees incurred in
19 this proceeding based upon their responses to the KOKOWEEF, INC's
20 and Patrick C. Clary's Interrogatory No. 29, wherein they
21 responded that specific amount has been contributed to the cost of
22 the filing and prosecution of this litigation.

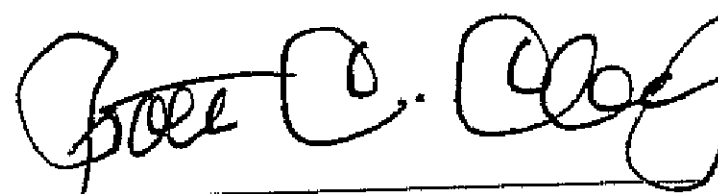
23 KOKOWEEF shall pay the KEHOES an additional sum of One
24 Hundred Dollars (\$100).

25 This Offer of Judgment shall include all costs and attorney's
26 fees to date. This Offer of Judgment is contingent upon both of
27 the KEHOES accepting the terms set forth herein as they have
28 stated that the shares of common stock were purchased together.

1 Nothing in this Offer of Judgment shall be construed as an
2 admission by KOKOWEEF that any wrongdoing has occurred or any debt
3 is owed to the KEHOES. This Offer of Judgment shall remain open
4 for a period of ten (10) days from receipt and will expire at said
5 time if not accepted prior thereto.

6 DATED this 31st day of January, 2011.

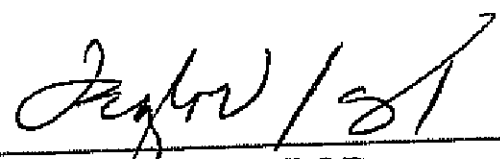
7 PATRICK C. CLARY, CHARTERED

8 
9 By _____
Patrick C. Clary

10 Attorneys for Defendant Kokoweef, Inc.

11
12 ACKNOWLEDGMENT OF SERVICE

13 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
14 hereby acknowledged this 31st day of January, 2011.

15 
16 _____
JENNIFER TAYLOR
17 Attorney for Plaintiffs
401 North Buffalo, Suite 202
18 Las Vegas, Nevada 89145

OFFER

PATRICK C. CLARY, CHARTERED

Patrick C Clary

Nevada Bar No. 00053

City Center West, Suite 410

7201 West Lake Mead Boulevard

Las Vegas, Nevada 89128

Telephone: 702.382.0813

FAX: 702.382-7277

Attorneys for So-called Nominal

Defendant Kokoweef, Inc. and

Defendant Patrick C. Clary

DISTRICT COURT

CLARK COUNTY, NEVADA

TED R. BURKE; MICHAEL R. and
LAURETTA L. KEHOE; JOHN BERTOLDO;
PAUL BARNARD; EDDY KRAVETZ; JACKIE
& FRED KRAVETZ; STEVE FRANKS;
PAULA MARIA BARNARD; PETE T. and
LISA A. FREEMAN; LEON GOLDEN;
C.A. MURFF; GERDA FERN BILLBE;
BOB and ROBYN TRESKA; MICHAEL
RANDOLPH; and FREDERICK WILLIS,

Plaintiffs,

vs.

LARRY L. HAHN, individually, and
as President and Treasurer of
Kokoweef, Inc., and former
President and Treasurer of
Explorations Incorporated of
Nevada; HAHN'S WORLD OF SURPLUS,
INC., a Nevada corporation;
PATRICK C. CLARY, an individual;
DOES 1 through 100, inclusive;

Defendants,

and

KOKOWEEF, INC., a Nevada
corporation; EXPLORATIONS
INCORPORATED OF NEVADA, a
dissolved corporation,

Nominal Defendants.

CASE NO. A558629

DEPT NO. XI

OFFER OF JUDGMENT

DATE OF HEARING: N/A

TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiff Leon Golden ("GOLDEN") as follows:

6 KOKOWEEF shall accept tender of Zero (0) shares of its common
7 stock from GOLDEN as GOLDEN is not reflected as a stockholder in
8 the stock records of KOKOWEEF.

9 KOKOWEEF shall cause no sum to be paid to GOLDEN as GOLDEN is
10 not reflected as a stockholder in the stock records of KOKOWEEF.

11 KOKOWEEF shall pay GOLDEN the no sum (\$0) that he has paid
12 for costs or attorneys' fees incurred in this proceeding based
13 upon his response to the KOKOWEEF, INC's and Patrick C. Clary's
14 Interrogatory No. 29.

15 KOKOWEEF shall pay GOLDEN the sum of One Hundred Dollars
16 (\$100).

17 This Offer of Judgment shall include all costs and attorney's
18 fees to date. This Offer of Judgment is contingent upon GOLDEN
19 accepting the terms set forth herein. Nothing in this Offer of
20 Judgment shall be construed as an admission by KOKOWEEF that any
21 wrongdoing has occurred or any debt is owed to GOLDEN. This Offer
22 of Judgment shall remain open for a period of ten (10) days from

23
24
25
26
27
28

1 receipt and will expire at said time if not accepted prior
2 thereto.

3 DATED this 31ST day of January, 2011.

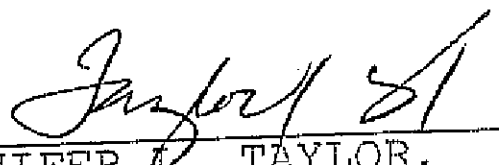
4 PATRICK C. CLARY, CHARTERED

5 
6 By Patrick C. Clary

7 Attorneys for Defendant Kokoweef, Inc.

8
9 ACKNOWLEDGMENT OF SERVICE

10 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
11 hereby acknowledged this 31ST day of January, 2011.

12 
13 JENNIFER L. TAYLOR,
14 Attorney for Plaintiffs
15 401 North Buffalo, Suite 202
16 Las Vegas, Nevada 89145
17
18
19
20
21
22
23
24
25
26
27
28

1 OFFER

2 PATRICK C. CLARY, CHARTERED
3 Patrick C Clary
4 Nevada Bar No. 00053
5 City Center West, Suite 410
6 7201 West Lake Mead Boulevard
7 Las Vegas, Nevada 89128
8 Telephone: 702.382.0813
9 FAX: 702.382-7277

10 Attorneys for So-called Nominal
11 Defendant Kokoweef, Inc. and
12 Defendant Patrick C. Clary

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 TED R. BURKE; MICHAEL R. and
16 LAURETTA L. KEHOE; JOHN BERTOLDO;
17 PAUL BARNARD; EDDY KRAVETZ; JACKIE
18 & FRED KRAVETZ; STEVE FRANKS;
19 PAULA MARIA BARNARD; PETE T. and
20 LISA A. FREEMAN; LEON GOLDEN;
21 C.A. MURFF; GERDA FERN BILLBE;
22 BOB and ROBYN TRESKA; MICHAEL
23 RANDOLPH; and FREDERICK WILLIS,

24 Plaintiffs,

25 vs.

26 LARRY L. HAHN, individually, and
27 as President and Treasurer of
28 Kokoweef, Inc., and former
President and Treasurer of
Explorations Incorporated of
Nevada; HAHN'S WORLD OF SURPLUS,
INC., a Nevada corporation;
PATRICK C. CLARY, an individual;
DOES 1 through 100, inclusive;

Defendants,

and

KOKOWEEF, INC., a Nevada
corporation; EXPLORATIONS
INCORPORATED OF NEVADA, a
dissolved corporation,

Nominal Defendants.

CASE NO. A558629

DEPT NO. XI

OFFER OF JUDGMENT

DATE OF HEARING: N/A

TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiff Steve Franks ("FRANKS") as follows:

6 KOKOWEEF shall accept tender of Four Hundred (400) shares of
7 its common stock from FRANKS.

8 KOKOWEEF shall cause the sum of Two Thousand Four Hundred
9 Dollars (\$2,400) to be paid to FRANKS based on a calculation of
10 One Hundred (400) shares at the rate of Six Dollars (\$6) per
11 share.

12 KOKOWEEF shall pay FRANKS interest on the principal sum of
13 Two Thousand Four Hundred Dollars (\$2,400) at the legal rate of
14 the State of Nevada from the date of payment.

15 KOKOWEEF shall pay FRANKS the sum of No Dollars (\$0) for
16 costs incurred in this proceeding based upon his responses to the
17 KOKOWEEF, INC's and Patrick C. Clary's Interrogatory No. 29
18 wherein he responded that he had not contributed to the cost of
19 the filing and prosecution of this litigation.

20 KOKOWEEF shall pay FRANKS the sum of No Dollars (\$0) for
21 legal fees incurred by FRANKS in this proceeding based upon his
22 response to KOKOWEEF, INC's and Patrick C. Clary's Interrogatory
23 No. 29 wherein he responded that he had not contributed to the
24 cost of the filing and prosecution of this litigation.

25 KOKOWEEF shall pay FRANKS an additional sum of One Hundred
26 Dollars (\$100).

27 This Offer of Judgment shall include all costs and attorney's
28 fees to date. This Offer of Judgment is contingent upon FRANKS

1 accepting the terms set forth herein and obtaining from his wife,
2 Renee Franks, her consent to the acceptance of this Offer of
3 Judgment. Nothing in this Offer of Judgment shall be construed as
4 an admission by KOKOWEEF that any wrongdoing has occurred or any
5 debt is owed to FRANKS. This Offer of Judgment shall remain open
6 for a period of ten (10) days from receipt and will expire at said
7 time if not accepted prior thereto.

8 DATED this 31st day of January, 2011.


9 PATRICK C. CLARY, CHARTERED

10 By 
11 Patrick C. Clary

12 Attorneys for Defendant Kokoweef, Inc.

13 ACKNOWLEDGMENT OF SERVICE

14 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
15 hereby acknowledged this 31st day of January, 2011.

16
17 
18 JENNIFER TAYLOR, ESQUIRE
19 Attorney for Plaintiffs
20 401 North Buffalo, Suite 202
21 Las Vegas, Nevada 89145
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiffs Fred Kravetz and Jackie Kravetz ("the
6 KRAVETZ'S") as follows:

7 KOKOWEEF shall accept tender of Five Hundred(500) shares of
8 its common stock from the KRAVETZ'S.

9 KOKOWEEF shall cause the sum of Three Thousand Dollars
10 (\$3,000) to be paid to the KRAVETZ'S based on a calculation of
11 Five Hundred(500) shares at the rate of Six Dollars (\$6) per
12 share.

13 KOKOWEEF shall pay the KRAVETZ'S interest on the principal
14 sum of Three Thousand Dollars(\$3,000) at the legal rate of the
15 State of Nevada from the date of payment.

16 KOKOWEEF shall pay the KRAVETZ'S the sum of No Dollars
17 (\$0) that they have paid for costs and legal fees incurred in this
18 proceeding based upon their responses to the KOKOWEEF, INC'S and
19 Patrick C. Clary's Interrogatory No. 29, wherein they responded
20 that they had not contributed to the cost of the filing and
21 prosecution of this litigation.

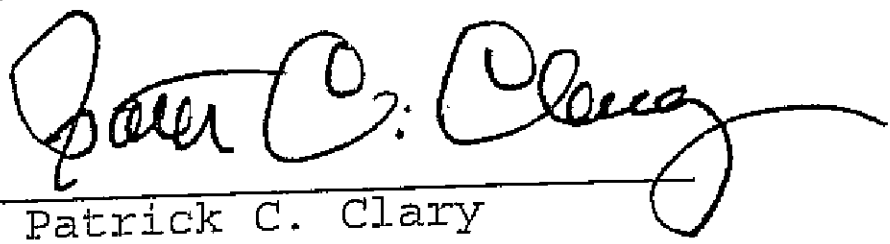
22 KOKOWEEF shall pay the KRAVETZ'S an additional sum of One
23 Hundred Dollars (\$100).

24 This Offer of Judgment shall include all costs and attorney's
25 fees to date. This Offer of Judgment is contingent upon both of
26 the KRAVETZ'S accepting the terms set forth herein as they have
27 stated that the shares of common stock were purchased together.
28 Nothing in this Offer of Judgment shall be construed as an

1 admission by KOKOWEEF that any wrongdoing has occurred or any debt
2 is owed to the KRAVETZ'S. This Offer of Judgment shall remain open
3 for a period of ten (10) days from receipt and will expire at said
4 time if not accepted prior thereto.

5 DATED this 28th day of January, 2011.

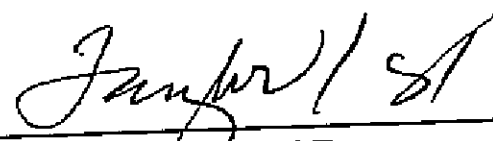
6 PATRICK C. CLARY, CHARTERED

7 By 
8 Patrick C. Clary

9 Attorneys for Defendant Kokoweef, Inc.

10 ACKNOWLEDGMENT OF SERVICE

11
12 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
13 hereby acknowledged this 31st day of January, 2011.

14 
15 JENNIFER TAYLOR
16 Attorney for Plaintiffs
17 401 North Buffalo, Suite 202
18 Las Vegas, Nevada 89145
19
20
21
22
23
24
25
26
27
28

OFFER
PATRICK C. CLARY, CHARTERED
Patrick C Clary
Nevada Bar No. 00053
City Center West, Suite 410
7201 West Lake Mead Boulevard
Las Vegas, Nevada 89128
Telephone: 702.382.0813
FAX: 702.382-7277

Attorneys for So-called Nominal
Defendant Kokoweef, Inc. and
Defendant Patrick C. Clary

DISTRICT COURT

CLARK COUNTY, NEVADA

TED R. BURKE; MICHAEL R. and
LAURETTA L. KEHOE; JOHN BERTOLDO;
PAUL BARNARD; EDDY KRAVETZ; JACKIE
& FRED KRAVETZ; STEVE FRANKS;
PAULA MARIA BARNARD; PETE T. and
LISA A. FREEMAN; LEON GOLDEN;
C.A. MURFF; GERDA FERN BILLBE;
BOB and ROBYN TRESKA; MICHAEL
RANDOLPH; and FREDERICK WILLIS,

Plaintiffs,

vs.

LARRY L. HAHN, individually, and
as President and Treasurer of
Kokoweef, Inc., and former
President and Treasurer of
Explorations Incorporated of
Nevada; HAHN'S WORLD OF SURPLUS,
INC., a Nevada corporation;
PATRICK C. CLARY, an individual;
DOES 1 through 100, inclusive;

Defendants,

and

KOKOWEEF, INC., a Nevada
corporation; EXPLORATIONS
INCORPORATED OF NEVADA, a
dissolved corporation,

Nominal Defendants.

CASE NO. A558629
DEPT NO. XI

OFFER OF JUDGMENT

DATE OF HEARING: N/A
TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiff Paula Barnard ("BARNARD") as follows:

6 KOKOWEEF shall accept tender of One Hundred (100) shares of
7 its common stock from BARNARD.

8 KOKOWEEF shall cause the sum of Six Hundred Dollars (\$600) to
9 be paid to BARNARD based on a calculation of One Hundred (100)
10 shares at the rate of Six Dollars (\$6) per share.

11 KOKOWEEF shall pay BARNARD interest on the principal sum of
12 Six Hundred Dollars (\$600) at the legal rate of the State of
13 Nevada from the date of payment.

14 KOKOWEEF shall pay BARNARD the sum of No Dollars (\$0) for
15 costs incurred in this proceeding based upon his responses to the
16 KOKOWEEF, INC's and Patrick C. Clary's Interrogatory No. 29
17 wherein he responded that he had not contributed to the cost of
18 the filing and prosecution of this litigation.

19 KOKOWEEF shall pay BARNARD the sum of No Dollars (\$0) for
20 legal fees incurred by BARNARD in this proceeding based upon his
21 response to KOKOWEEF, INC's and Patrick C. Clary's Interrogatory
22 No. 29 wherein he responded that he had not contributed to the
23 cost of the filing and prosecution of this litigation.

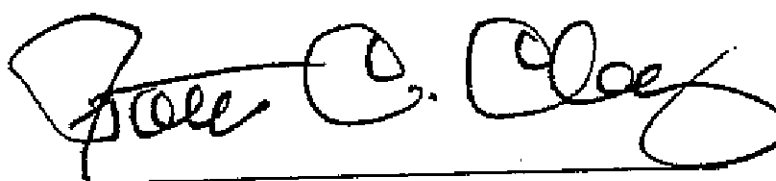
24 KOKOWEEF shall pay BARNARD an additional sum of One Hundred
25 Dollars (\$100).

26 This Offer of Judgment shall include all costs and attorney's
27 fees to date. This Offer of Judgment is contingent upon BARNARD
28 accepting the terms set forth herein. Nothing in this Offer of

1 Judgment shall be construed as an admission by KOKOWEEF that any
2 wrongdoing has occurred or any debt is owed to BARNARD. This
3 Offer of Judgment shall remain open for a period of ten (10) days
4 from receipt and will expire at said time if not accepted prior
5 thereto.

6 DATED this 31st day of January, 2011.


PATRICK C. CLARY, CHARTERED

7
8 
9 By _____
Patrick C. Clary

10 Attorneys for Defendant Kokoweef, Inc.

11
12 ACKNOWLEDGMENT OF SERVICE

13 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
14 hereby acknowledged this 31st day of January, 2011.

15
16 
17 JENNIFER TAYLOR, ESQUIRE
18 Attorney for Plaintiffs
401 North Buffalo, Suite 202
Las Vegas, Nevada 89145

1 OFFER

2 PATRICK C. CLARY, CHARTERED
3 Patrick C Clary
4 Nevada Bar No. 00053
5 City Center West, Suite 410
6 7201 West Lake Mead Boulevard
7 Las Vegas, Nevada 89128
8 Telephone: 702.382.0813
9 FAX: 702.382-7277

10 Attorneys for So-called Nominal
11 Defendant Kokoweef, Inc. and
12 Defendant Patrick C. Clary

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 TED R. BURKE; MICHAEL R. and
16 LAURETTA L. KEHOE; JOHN BERTOLDO;
17 PAUL BARNARD; EDDY KRAVETZ; JACKIE
18 & FRED KRAVETZ; STEVE FRANKS;
19 PAULA MARIA BARNARD; PETE T. and
20 LISA A. FREEMAN; LEON GOLDEN;
21 C.A. MURFF; GERDA FERN BILLBE;
22 BOB and ROBYN TRESKA; MICHAEL
23 RANDOLPH; and FREDERICK WILLIS,

24 Plaintiffs,

25 vs.

26 LARRY L. HAHN, individually, and
27 as President and Treasurer of
28 Kokoweef, Inc., and former
President and Treasurer of
Explorations Incorporated of
Nevada; HAHN'S WORLD OF SURPLUS,
INC., a Nevada corporation;
PATRICK C. CLARY, an individual;
DOES 1 through 100, inclusive;

Defendants,

and

KOKOWEEF, INC., a Nevada
corporation; EXPLORATIONS
INCORPORATED OF NEVADA, a
dissolved corporation,

Nominal Defendants.

CASE NO. A558629
DEPT NO. XI

OFFER OF JUDGMENT

DATE OF HEARING: N/A
TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiff Michael Randolph ("RANDOLPH") as follows:

6 KOKOWEEF shall accept tender of One Thousand (1,000) shares
7 of its common stock from RANDOLPH.

8 KOKOWEEF shall cause the sum of Six Thousand Dollars (\$6,000)
9 to be paid to RANDOLPH based on a calculation of One Thousand
10 (1,000) shares at the rate of Six Dollars (\$6) per share (the
11 other One Thousand shares claimed by RANDOLPH issued on July 7,
12 2007 having been subsequently rescinded by KOKOWEEF).

13 KOKOWEEF shall pay RANDOLPH interest on the principal sum of
14 Six Thousand (\$6,000) at the legal rate of the State of Nevada
15 from the date of payment.

16 KOKOWEEF shall pay RANDOLPH the sum of No Dollars (\$0) for
17 costs incurred in this proceeding based upon his responses to
18 KOKOWEEF, INC's and Patrick C. Clary's Interrogatory No. 29
19 wherein he responded that he had not contributed to the cost of
20 the filing and prosecution of this litigation.

21 KOKOWEEF shall pay RANDOLPH the sum of No Dollars (\$0) for
22 legal fees incurred by RANDOLPH in this proceeding based upon his
23 response to KOKOWEEF, INC's and Patrick C. Clary's Interrogatory
24 No. 29 wherein he responded that he had not contributed to the
25 cost of the filing and prosecution of this litigation.

26 KOKOWEEF shall pay RANDOLPH an additional sum of One Hundred
27 Dollars (\$100).

28 This Offer of Judgment shall include all costs and attorney's

1 fees to date. This Offer of Judgment is contingent upon RANDOLPH
2 accepting the terms set forth herein and obtaining from his wife,
3 Ligia Randolph, her consent to the acceptance of this Offer and
4 Judgment. Nothing in this Offer of Judgment shall be construed as
5 an admission by KOKOWEEF that any wrongdoing has occurred or any
6 debt is owed to RANDOLPH. This Offer of Judgment shall remain open
7 for a period of ten (10) days from receipt and will expire at said
8 time if not accepted prior thereto.

9 DATED this 31ST day of January, 2011.


10 PATRICK C. CLARY, CHARTERED

11 By 
12 Patrick C. Clary

13 Attorneys for Defendant Kokoweef, Inc.

14 ACKNOWLEDGMENT OF SERVICE

15 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is hereby
16 acknowledged this 31ST day of January, 2011.

17 
18 JENNIFER TAYLOR, ESQUIRE
19 Attorney for Plaintiffs
20 401 North Buffalo, Suite 202
21 Las Vegas, Nevada 89145
22
23
24
25
26
27
28

1 OFFER
 2 PATRICK C. CLARY, CHARTERED
 3 Patrick C Clary
 4 Nevada Bar No. 00053
 5 City Center West, Suite 410
 6 7201 West Lake Mead Boulevard
 7 Las Vegas, Nevada 89128
 8 Telephone: 702.382.0813
 9 FAX: 702.382-7277

10 Attorneys for So-called Nominal
 11 Defendant Kokoweef, Inc. and
 12 Defendant Patrick C. Clary

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 TED R. BURKE; MICHAEL R. and) CASE NO. A558629
 16 LAURETTA L. KEHOE; JOHN BERTOLDO;) DEPT NO. XI
 17 PAUL BARNARD; EDDY KRAVETZ; JACKIE)
 18 & FRED KRAVETZ; STEVE FRANKS;) OFFER OF JUDGMENT
 19 PAULA MARIA BARNARD; PETE T. and)
 20 LISA A. FREEMAN; LEON GOLDEN;)
 21 C.A. MURFF; GERDA FERN BILLBE;)
 22 BOB and ROBYN TRESKA; MICHAEL)
 23 RANDOLPH; and FREDERICK WILLIS,)

24 Plaintiffs,

25 vs.

26 LARRY L. HAHN, individually, and)
 27 as President and Treasurer of)
 28 Kokoweef, Inc., and former)
 President and Treasurer of)
 Explorations Incorporated of)
 Nevada; HAHN'S WORLD OF SURPLUS,)
 INC., a Nevada corporation;)
 PATRICK C. CLARY, an individual;)
 DOES 1 through 100, inclusive;)

29 Defendants,

30 and

31 KOKOWEEF, INC., a Nevada)
 32 corporation; EXPLORATIONS)
 33 INCORPORATED OF NEVADA, a)
 34 dissolved corporation,)

35 Nominal Defendants.

36 DATE OF HEARING: N/A
 37 TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiffs Paul Barnard and Mary Barnard ("the
6 BARNARDS") as follows:

7 KOKOWEEF shall accept tender of Three Hundred Thirty-three
8 (333) shares of its common stock from the BARNARDS which is held
9 in the name of the PMB Living Trust dated 12/10/2001 as shown by
10 the stock records of KOKOWEEF.

11 KOKOWEEF shall cause the sum of Two Thousand Dollars (\$2,000)
12 to be paid to the BARNARDS¹ as Trustees of the PMB Living Trust
13 dated 12/10/2001.

14 KOKOWEEF shall pay the BARNARDS as Trustees of the PMB Living
15 Trust dated 12/10/2001 interest on the principal sum of Two
16 Thousand Dollars (\$2,000) at the legal rate of the State of Nevada
17 from the date of payment.

18 KOKOWEEF shall pay the BARNARDS the sum of No Dollars (\$0)
19 for costs incurred in this proceeding based upon their responses
20 to the KOKOWEEF, INC's and Patrick C. Clary's Interrogatory No. 29
21 wherein they responded that they had not contributed to the cost
22 of the filing and prosecution of this litigation.

23 KOKOWEEF shall pay the BARNARDS the sum of No Dollars (\$0)
24 for legal fees incurred by the BARNARDS in this proceeding based

25
1

26 The amount payable should be One Thousand Nine Hundred Ninety Eight Dollars
27 (\$1,998) based on a calculation of 333 shares of KOKOWEEF purchased by the
28 BARNARDS for Six Dollars (\$6) per share. However, the BARNARDS' answers to
INTERROGATORIES state that they tendered a check for Two Thousand Dollars
(\$2,000); therefore, the additional sum is being offered herein.

1 upon their responses to KOKOWEEF, INC's and Patrick C. Clary's
2 Interrogatory No. 29 wherein they responded that they had not
3 contributed to the cost of the filing and prosecution of this
4 litigation.

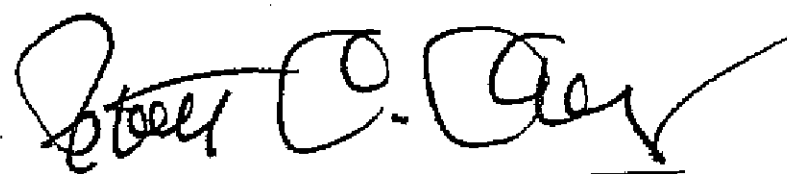
5 KOKOWEEF shall pay the BARNARDS an additional sum of One
6 Hundred Dollars (\$100).

7 This Offer of Judgment shall include all costs and attorney's
8 fees to date. This Offer of Judgment is contingent upon both of
9 the BARNARDS accepting the terms set forth herein as they have
10 stated that the shares of common stock were purchased
11 together (presumably as Trustees of the PMB Living Trust dated
12 12/10/2001). Nothing in this Offer of Judgment shall be construed
13 as an admission by KOKOWEEF that any wrongdoing has occurred or
14 any debt is owed to the BARNARDS. This Offer of Judgment shall
15 remain open for a period of ten (10) days from receipt and will
16 expire at said time if not accepted prior thereto.

17 DATED this 31st day of January, 2011.

18 PATRICK C. CLARY, CHARTERED

19
20 By

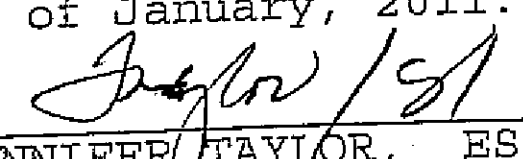


Patrick C. Clary

21 Attorneys for Defendant Kokoweef, Inc.

22
23 ACKNOWLEDGMENT OF SERVICE

24 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is hereby
25 acknowledged this 31st day of January, 2011.

26 
27 JENNIFER TAYLOR, ESQUIRE
28 Attorney for Plaintiffs
401 North Buffalo, Suite 202
Las Vegas, Nevada 89145

1 OFFER

PATRICK C. CLARY, CHARTERED

2 Patrick C Clary

Nevada Bar No. 00053

3 City Center West, Suite 410

7201 West Lake Mead Boulevard

4 Las Vegas, Nevada 89128

Telephone: 702.382.0813

5 FAX: 702.382-7277

6 Attorneys for So-called Nominal

Defendant Kokoweef, Inc. and

7 Defendant Patrick C. Clary

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 TED R. BURKE; MICHAEL R. and)

LAURETTA L. KEHOE; JOHN BERTOLDO;)

11 PAUL BARNARD; EDDY KRAVETZ; JACKIE)

& FRED KRAVETZ; STEVE FRANKS;)

12 PAULA MARIA BARNARD; PETE T. and)

LISA A. FREEMAN; LEON GOLDEN;)

13 C.A. MURFF; GERDA FERN BILLBE;)

BOB and ROBYN TRESKA; MICHAEL)

14 RANDOLPH; and FREDERICK WILLIS,)

15 Plaintiffs,)

16 vs.)

17 LARRY L. HAHN, individually, and)

18 as President and Treasurer of)

Kokoweef, Inc., and former)

19 President and Treasurer of)

Explorations Incorporated of)

20 Nevada; HAHN'S WORLD OF SURPLUS,)

INC., a Nevada corporation;)

21 PATRICK C. CLARY, an individual;)

DOES 1 through 100, inclusive;)

22 Defendants,)

23 and)

24 KOKOWEEF, INC., a Nevada)

25 corporation; EXPLORATIONS)

INCORPORATED OF NEVADA, a)

26 dissolved corporation,)

27 Nominal Defendants.)

CASE NO. A558629

DEPT NO. XI

OFFER OF JUDGMENT

DATE OF HEARING: N/A

TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiffs Fred Kravetz and Jackie Kravetz ("the
6 KRAVETZ'S") as follows:

7 KOKOWEEF shall accept tender of Five Hundred(500) shares of
8 its common stock from the KRAVETZ'S.

9 KOKOWEEF shall cause the sum of Three Thousand Dollars
10 (\$3,000) to be paid to the KRAVETZ'S based on a calculation of
11 Five Hundred(500) shares at the rate of Six Dollars (\$6) per
12 share.

13 KOKOWEEF shall pay the KRAVETZ'S interest on the principal
14 sum of Three Thousand Dollars(\$3,000) at the legal rate of the
15 State of Nevada from the date of payment.

16 KOKOWEEF shall pay the KRAVETZ'S the sum of No Dollars
17 (\$0) that they have paid for costs and legal fees incurred in this
18 proceeding based upon their responses to the KOKOWEEF, INC'S and
19 Patrick C. Clary's Interrogatory No. 29, wherein they responded
20 that they had not contributed to the cost of the filing and
21 prosecution of this litigation.

22 KOKOWEEF shall pay the KRAVETZ'S an additional sum of One
23 Hundred Dollars (\$100).

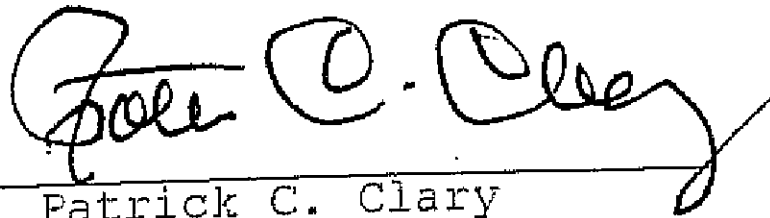
24 This Offer of Judgment shall include all costs and attorney's
25 fees to date. This Offer of Judgment is contingent upon both of
26 the KRAVETZ'S accepting the terms set forth herein as they have
27 stated that the shares of common stock were purchased together.
28 Nothing in this Offer of Judgment shall be construed as an

1 admission by KOKOWEEF that any wrongdoing has occurred or any debt
2 is owed to the KRAVETZ'S. This Offer of Judgment shall remain open
3 for a period of ten (10) days from receipt and will expire at said
4 time if not accepted prior thereto.

5 DATED this 28th day of January, 2011.

6 PATRICK C. CLARY, CHARTERED

7
8 By


Patrick C. Clary

9 Attorneys for Defendant Kokoweef, Inc.

10
11 ACKNOWLEDGMENT OF SERVICE

12 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
13 hereby acknowledged this 31ST day of January, 2011.

14
15 

16 JENNIFER TAYLOR
17 Attorney for Plaintiffs
401 North Buffalo, Suite 202
Las Vegas, Nevada 89145

REC-007

1 OFFER
2 PATRICK C. CLARY, CHARTERED
3 Patrick C Clary
4 Nevada Bar No. 00053
5 City Center West, Suite 410
6 7201 West Lake Mead Boulevard
7 Las Vegas, Nevada 89128
8 Telephone: 702.382.0813
9 FAX: 702.382-7277

10 Attorneys for So-called Nominal
11 Defendant Kokoweef, Inc. and
12 Defendant Patrick C. Clary

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 TED R. BURKE; MICHAEL R. and) CASE NO. A558629
16 LAURETTA L. KEHOE; JOHN BERTOLDO;) DEPT NO. XI
17 PAUL BARNARD; EDDY KRAVETZ; JACKIE)
18 & FRED KRAVETZ; STEVE FRANKS;) OFFER OF JUDGMENT
19 PAULA MARIA BARNARD; PETE T. and)
20 LISA A. FREEMAN; LEON GOLDEN;)
21 C.A. MURFF; GERDA FERN BILLBE;)
22 BOB and ROBYN TRESKA; MICHAEL)
23 RANDOLPH; and FREDERICK WILLIS,)

24 Plaintiffs,

25 vs.

26 LARRY L. HAHN, individually, and)
27 as President and Treasurer of)
28 Kokoweef, Inc., and former)
President and Treasurer of)
Explorations Incorporated of)
Nevada; HAHN'S WORLD OF SURPLUS,)
INC., a Nevada corporation;)
PATRICK C. CLARY, an individual;)
DOES 1 through 100, inclusive;)

29 Defendants,

30 and

31 KOKOWEEF, INC., a Nevada)
32 corporation; EXPLORATIONS)
33 INCORPORATED OF NEVADA, a)
34 dissolved corporation,)

35 Nominal Defendants.

DATE OF HEARING: N/A
TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiffs Bob Treska and Robin Treska ("the TRESKAS")
6 as follows:

7 KOKOWEEF shall accept tender of One Hundred (100) shares of
8 its common stock from the TRESKAS.

9 KOKOWEEF shall cause the sum of Six Hundred Dollars (\$600) to
10 be paid to the TRESKAS based on a calculation of One Hundred (100)
11 shares at the rate of Six Dollars (\$6) per share.

12 KOKOWEEF shall pay the TRESKAS interest on the principal sum
13 of Six Hundred Dollars (\$600) at the legal rate of the State of
14 Nevada from the date of payment.

15 KOKOWEEF shall pay the TRESKAS the "very small sum" that they
16 have paid for costs incurred in this proceeding based upon their
17 responses to the KOKOWEEF, INC's and Patrick C. Clary's
18 Interrogatory No. 29, said sum to be determined upon being
19 provided evidence of said "very small sum" for the costs of this
20 litigation.

21 KOKOWEEF shall pay the TRESKAS the "very small sum" that they
22 have paid for attorneys' fees incurred by the TRESKAS in this
23 proceeding based upon their responses to KOKOWEEF, INC's and
24 Patrick C. Clary's Interrogatory No. 29, said sum to be determined
25 upon being provided evidence of said "very small sum" for
26 attorneys' fees herein.

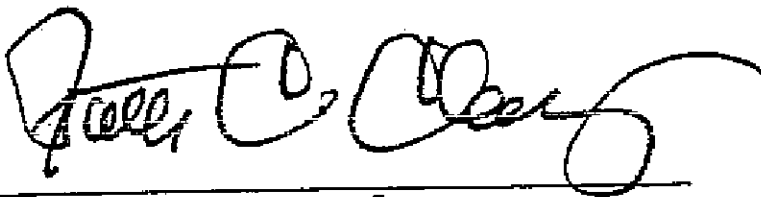
27 KOKOWEEF shall pay the TRESKAS an additional sum of One
28 Hundred Dollars (\$100).

1 This Offer of Judgment shall include all costs and attorney's
2 fees to date. This Offer of Judgment is contingent upon both of
3 the TRESKAS accepting the terms set forth herein as they have
4 stated that the shares of common stock were purchased together.
5 Nothing in this Offer of Judgment shall be construed as an
6 admission by KOKOWEEF that any wrongdoing has occurred or any debt
7 is owed to the TRESKAS. This Offer of Judgment shall remain open
8 for a period of ten (10) days from receipt and will expire at said
9 time if not accepted prior thereto.

10 DATED this 31st day of January, 2011.

11 PATRICK C. CLARY, CHARTERED

12
13 By



Patrick C. Clary

14 Attorneys for Defendant Kokoweef, Inc.

15
16 ACKNOWLEDGMENT OF SERVICE

17 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
18 hereby acknowledged this 31st day of January, 2011.

19
20 

JENNIFER TAYLOR

21 Attorney for Plaintiffs

22 401 North Buffalo, Suite 202

23 Las Vegas, Nevada 89145
24
25
26
27
28

1 OFFER
2 PATRICK C. CLARY, CHARTERED
3 Patrick C Clary
4 Nevada Bar No. 00053
5 City Center West, Suite 410
6 7201 West Lake Mead Boulevard
7 Las Vegas, Nevada 89128
8 Telephone: 702.382.0813
9 FAX: 702.382-7277

10 Attorneys for So-called Nominal
11 Defendant Kokoweef, Inc. and
12 Defendant Patrick C. Clary

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 TED R. BURKE; MICHAEL R. and) CASE NO. A558629
16 LAURETTA L. KEHOE; JOHN BERTOLDO;) DEPT NO. XI
17 PAUL BARNARD; EDDY KRAVETZ; JACKIE)
18 & FRED KRAVETZ; STEVE FRANKS;) OFFER OF JUDGMENT
19 PAULA MARIA BARNARD; PETE T. and)
20 LISA A. FREEMAN; LEON GOLDEN;)
21 C.A. MURFF; GERDA FERN BILLBE;)
22 BOB and ROBYN TRESKA; MICHAEL)
23 RANDOLPH; and FREDERICK WILLIS,)

24 Plaintiffs,

25 vs.

26 LARRY L. HAHN, individually, and)
27 as President and Treasurer of)
28 Kokoweef, Inc., and former)
President and Treasurer of) DATE OF HEARING: N/A
Explorations Incorporated of) TIME OF HEARING: N/A
Nevada; HAHN'S WORLD OF SURPLUS,)
INC., a Nevada corporation;)
PATRICK C. CLARY, an individual;)
DOES 1 through 100, inclusive;)

29 Defendants,

30 and

31 KOKOWEEF, INC., a Nevada)
32 corporation; EXPLORATIONS)
33 INCORPORATED OF NEVADA, a)
34 dissolved corporation,)

35 Nominal Defendants.

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiff Frederick Willis ("WILLIS") as follows:

6 KOKOWEEF shall accept tender of One Hundred (100) shares of its
7 common stock from WILLIS as reflected in the stock records of
8 KOKOWEEF.

9 KOKOWEEF shall cause the sum of Six Hundred Dollars (\$600) to
10 be paid to WILLIS based on a calculation of One Hundred (100)
11 shares at the rate of Six Dollars (\$6) per share.

12 KOKOWEEF shall pay WILLIS interest on the principal sum of
13 Six Hundred Dollars (\$600) at the legal rate of the State of
14 Nevada from the date of payment.

15 KOKOWEEF shall pay WILLIS the sum of One Thousand Dollars
16 (\$1,000) that he has paid for costs or attorneys' fees incurred in
17 this proceeding based upon his response to the KOKOWEEF, INC's and
18 Patrick C. Clary's Interrogatory No. 29.

19 KOKOWEEF shall pay WILLIS an additional sum of One Hundred
20 Dollars (\$100).

21 This Offer of Judgment shall include all costs and attorney's
22 fees to date. This Offer of Judgment is contingent upon WILLIS
23 accepting the terms set forth herein. Nothing in this Offer of
24 Judgment shall be construed as an admission by KOKOWEEF that any
25 wrongdoing has occurred or any debt is owed to WILLIS. This Offer
26 of Judgment shall remain open for a period of ten (10) days from

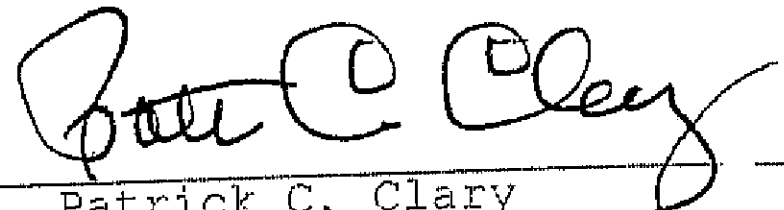
27

28

1 receipt and will expire at said time if not accepted prior
2 thereto.

3 DATED this 31st day of January, 2011.

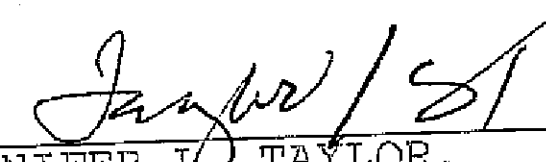
4 PATRICK C. CLARY, CHARTERED

5 By 
6 Patrick C. Clary

7 Attorneys for Defendant Kokoweef, Inc.
8

9 ACKNOWLEDGMENT OF SERVICE

10 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
11 hereby acknowledged this 31st day of January, 2011.

12 
13 JENNIFER L. TAYLOR,
14 Attorney for Plaintiffs
15 401 North Buffalo, Suite 202
16 Las Vegas, Nevada 89145
17
18
19
20
21
22
23
24
25
26
27
28

RECEIVED

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

Attorneys for So-called Nominal
Defendant Kokoweef, Inc. and
Defendant Patrick C. Clary

DISTRICT COURT

CLARK COUNTY, NEVADA

) CASE NO. A558629
) DEPT NO. XI
)
) OFFER OF JUDGMENT
)
)
)
)
)
)
)

Plaintiffs,

vs.

)
)
)
)
) DATE OF HEARING: N/A
) TIME OF HEARING: N/A
)
)
)
)
)

Defendants,

and

)
)
)
)
)
)
)
)
)
)
)

Nominal Defendants.

28

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660 of Nevada Revised Statutes,
4 Defendant Kokoweef, Inc. ("KOKOWEEF") hereby offers to allow
5 judgment to Plaintiff John L. Bertoldo ("BERTOLDO") as follows:

6 KOKOWEEF shall accept tender of One Thousand (1,000) shares
7 of its common stock from BERTOLDO.

8 KOKOWEEF shall cause the sum of Six Thousand Dollars (\$6,000)
9 to be paid to BERTOLDO based on a calculation of One Thousand
10 (1,000) shares at the rate of Six Dollars (\$6) per share.

11 KOKOWEEF shall pay BERTOLDO interest on the principal sum of
12 Six Thousand Dollars (\$6,000) at the legal rate of the State of
13 Nevada from the date of payment.

14 KOKOWEEF shall pay BERTOLDO the sum of No Dollars (\$0) for
15 costs incurred in this proceeding based upon his responses to the
16 KOKOWEEF, INC's and Patrick C. Clary's Interrogatory No. 29
17 wherein he responded that he had not contributed to the cost of
18 the filing and prosecution of this litigation.

19 KOKOWEEF shall pay BERTOLDO the sum of No Dollars (\$0) for
20 legal fees incurred by BERTOLDO in this proceeding based upon his
21 response to KOKOWEEF, INC's and Patrick C. Clary's Interrogatory
22 No. 29 wherein he responded that he had not contributed to the
23 cost of the filing and prosecution of this litigation.

24 KOKOWEEF shall pay BERTOLDO an additional sum of One Hundred
25 Dollars (\$100).

26 This Offer of Judgment shall include all costs and attorney's
27 fees to date. This Offer of Judgment is contingent upon BERTOLDO
28 accepting the terms set forth herein and obtaining from his wife,

1 Heather Bertoldo, her consent to the acceptance of this Offer of
2 Judgment. Nothing in this Offer of Judgment shall be construed as
3 an admission by KOKOWEEF that any wrongdoing has occurred or any
4 debt is owed to BERTOLDO. This Offer of Judgment shall remain
5 open for a period of ten (10) days from receipt and will expire at
6 said time if not accepted prior thereto.

7 DATED this 31st day of January, 2011.

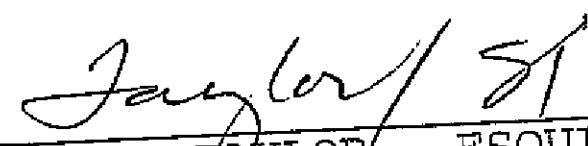
8 PATRICK C. CLARY, CHARTERED

9 By 
10 Patrick C. Clary

11 Attorneys for Defendant Kokoweef, Inc.

12 ACKNOWLEDGMENT OF SERVICE

13 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
14 hereby acknowledged this 31st day of January, 2011.

15 
16 JENNIFER TAYLOR, ESQUIRE
17 Attorney for Plaintiffs
18 401 North Buffalo, Suite 202
19 Las Vegas, Nevada 89145
20
21
22
23
24
25
26
27
28

1 OFFER
2 PATRICK C. CLARY, CHARTERED
3 Patrick C Clary
4 Nevada Bar No. 00053
5 City Center West, Suite 410
6 7201 West Lake Mead Boulevard
7 Las Vegas, Nevada 89128
8 Telephone: 702.382.0813
9 FAX: 702.382-7277

10 Attorneys for So-called Nominal
11 Defendant Kokoweef, Inc. and
12 Defendant Patrick C. Clary

DISTRICT COURT

CLARK COUNTY, NEVADA

10 TED R. BURKE; MICHAEL R. and
11 LAURETTA L. KEHOE; JOHN BERTOLDO;
12 PAUL BARNARD; EDDY KRAVETZ; JACKIE
13 & FRED KRAVETZ; STEVE FRANKS;
14 PAULA MARIA BARNARD; PETE T. and
15 LISA A. FREEMAN; LEON GOLDEN;
16 C.A. MURFF; GERDA FERN BILLBE;
17 BOB and ROBYN TRESKA; MICHAEL
18 RANDOLPH; and FREDERICK WILLIS,

Plaintiffs,

vs.

17 LARRY L. HAHN, individually, and
18 as President and Treasurer of
19 Kokoweef, Inc., and former
20 President and Treasurer of
21 Explorations Incorporated of
22 Nevada; HAHN'S WORLD OF SURPLUS,
23 INC., a Nevada corporation;
24 PATRICK C. CLARY, an individual;
25 DOES 1 through 100, inclusive;

Defendants,

and

24 KOKOWEEF, INC., a Nevada
25 corporation; EXPLORATIONS
26 INCORPORATED OF NEVADA, a
27 dissolved corporation,

Nominal Defendants.

CASE NO. A558629
DEPT NO. XI

OFFER OF JUDGMENT

DATE OF HEARING: N/A
TIME OF HEARING: N/A

1 PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68
2 of the Nevada Rules of Civil Procedure and §17.115 of Nevada
3 Revised Statutes, as well as §90.660, Defendant Kokoweef, Inc.
4 ("KOKOWEEF") hereby offers to allow judgment to Plaintiff Gerda
5 Fern Billbe ("BILLBE") as follows:

6 KOKOWEEF shall accept tender of One Thousand Two Hundred
7 Thirty Four (1,234) shares of its common stock from BILLBE as
8 reflected in the stock records of KOKOWEEF.

9 KOKOWEEF shall cause the sum of Seven Thousand Four Hundred
10 and Four Dollars (\$7,404) to be paid to BILLBE based on a
11 calculation of One Thousand Two Hundred Thirty Four (1,234) shares
12 at the rate of Six Dollars (\$6) per share.

13 KOKOWEEF shall pay BILLBE interest on the principal sum of
14 Seven Thousand Four Hundred and Four Dollars (\$7,404) at the legal
15 rate of the State of Nevada from the date of payment.

16 KOKOWEEF shall pay BILLBE the sum of No Dollars (\$0) for
17 costs incurred in this proceeding based upon her responses to the
18 KOKOWEEF, INC's and Patrick C. Clary's Interrogatory No. 29
19 wherein she responded that she had not contributed to the cost of
20 the filing and prosecution of this litigation.

21 KOKOWEEF shall pay BILLBE the sum of No Dollars (\$0) for
22 legal fees incurred by BILLBE in this proceeding based upon her
23 response to KOKOWEEF, INC's and Patrick C. Clary's Interrogatory
24 No. 29 wherein she responded that she had not contributed to the
25 cost of the filing and prosecution of this litigation.


26 KOKOWEEF shall pay BILLBE an additional sum of One Hundred
27 Dollars (\$100).

28 This Offer of Judgment shall include all costs and attorney's

1 fees to date. This Offer of Judgment is contingent upon BILLBE
2 accepting the terms set forth herein. Nothing in this Offer of
3 Judgment shall be construed as an admission by KOKOWEEF that any
4 wrongdoing has occurred or any debt is owed to BILLBE. This Offer
5 of Judgment shall remain open for a period of ten (10) days from
6 receipt and will expire at said time if not accepted prior
7 thereto.

8 DATED this 31st day of January, 2011.

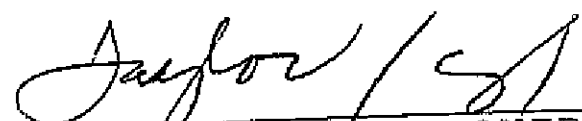
9 PATRICK C. CLARY, CHARTERED

10 By 
11 Patrick C. Clary

12 Attorneys for Defendant Kokoweef, Inc.

13 ACKNOWLEDGMENT OF SERVICE

14
15 RECEIPT OF A COPY of the foregoing OFFER OF JUDGMENT is
16 hereby acknowledged this 31st day of January, 2011.

17 
18 JENNIFER TAYLOR, ESQUIRE
19 Attorney for Plaintiffs
20 401 North Buffalo, Suite 202
21 Las Vegas, Nevada 89145
22
23
24
25
26
27
28