

1 0064
 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

FILED
 2007 MAY 29 P 4:05
 Clerk of the Court

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

DISTRICT COURT

CLARK COUNTY, NEVADA

10 TED R. BURKE; MICHAEL R. and) CASE NO. A558629
 11 LAURETTA L. KEHOE; JOHN BERTOLDO;) DEPT NO. XIII
 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;)
 18 MICHAEL RANDOLPH; and FREDERICK)
 19 WILLIS,)

Plaintiffs,

vs.

MOTION FOR PARTIAL SUMMARY JUDGMENT

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.

DATE OF HEARING:
 TIME OF HEARING:



RECEIVED

MAY 29 2003

CLERK OF THE COURT



30

1 Defendant Patrick C. Clary ("the Movant") hereby moves the Court
2 for an Order granting summary judgment in favor of the Movant and
3 against the Plaintiffs on the Fourth Cause of Action in the so-called
4 Verified Derivative First Amended Complaint filed herein on September
5 22, 2008 ("the Amended Complaint") on the ground that there is no
6 genuine issue as to any material fact and that the Movant is entitled
7 to judgment as a matter of law.

8 This Motion is made and based on all the pleadings and documents
9 on file herein, the Memorandum of Points and Authorities in support
10 hereof, and the Affidavit of Patrick C. Clary attached hereto as
11 Exhibit A and incorporated herein by this reference.

12 PATRICK C. CLARY, CHARTERED

13
14 By 
15 Patrick C. Clary

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

18 MEMORANDUM OF POINTS AND AUTHORITIES

19 I.

20 Introduction

21 Rule 56(c) of the Nevada Rules of Civil Procedure provides in
22 pertinent part as follows:

23 . . .The [summary] judgment shall be rendered forthwith if
24 the pleadings, depositions, answers to interrogatories, and
25 admissions on file, together with the affidavits, if any,
26 show that there is no genuine issue as to any material fact
and that the moving party is entitled to a judgment as a
matter of law. . . .

27 As appears from the Affidavit of Patrick C. Clary attached hereto
28 as Exhibit A and incorporated herein by this reference ("the Clary

1 Affidavit"), there is no genuine issue as to any material fact with
2 reference to the Fourth Cause of Action in the so-called Verified
3 Derivative First Amended Complaint filed herein on September 22, 2008
4 ("the Amended Complaint), and the Movant is entitled to judgment as
5 a matter of law.

6 In order to defeat the summary judgment sought by the foregoing
7 Motion, the Plaintiffs must come forward with competent evidence to
8 support the allegations in their so-called Fourth Cause of Action.
9 This they have failed to do and cannot do because there is no such
10 competent evidence. Accordingly, summary judgment should be granted.

11 II.

12 Concise Statement of Material Facts

13 As is required in Rule 56(c) of the Nevada Rules of Civil
14 Procedure, the following is a concise statement setting forth each
15 fact material to the disposition of the foregoing Motion for Partial
16 Summary Judgment which the Defendant Patrick C. Clary ("the Movant"
17 or "Mr. Clary") claims is not genuinely in issue, together with
18 citations to the particular portions the evidence upon which the
19 Movant relies with respect to the Fourth Cause of Action of the
20 Amended Complaint herein:

21 1. Mr. Clary did not concoct a scheme to conceal from the
22 stockholders the sale of unregistered and non-exempt securities in
23 violation of NRS 90.460, and the offer and sale of securities by
24 Kokoweef fully complied with applicable exemptions from registration
25 under federal and state securities law. See paragraph 4 of the Clary
26 Affidavit.

27 2. Mr. Clary did not supply false guidance to the Plaintiffs in
28 the sale of the securities of Explorations Incorporate of Nevada or

1 so-called Nominal Defendant Kokoweef Inc. ("Kokoweef"), and any
2 guidance that Mr. Clary gave to anyone regarding the offer and sale
3 of Kokoweef's securities involved strict compliance with the
4 applicable statutory exemptions from registration. See paragraph 5 of
5 the Clary Affidavit.

6 3. There were no false or fraudulent statements attributed to Mr.
7 Clary in the Amended Complaint. See paragraph 6 of the Clary
8 Affidavit.

9 4. Mr. Clary never made any "negligent" representations, which
10 goes to the heart of the Fourth Claim for Relief (which expressly
11 states it is for "Negligent Misrepresentation Against Defendants HAHN,
12 CLARY and DOES 1-100, Inclusive"). See paragraph 7 of the Clary
13 Affidavit.

14 5. Finally, there were no "misrepresentations and concealments"
15 made by Mr. Clary. (See paragraph 8 of the Clary Affidavit.)

16 The factual allegations contained in the Fourth Claim for Relief
17 of the Amended Complaint are substantially deficient and can only be
18 brought to life if the Plaintiffs can come forward with admissible
19 factual information that would raise genuine issues as to material
20 facts, which they cannot do.

21 III.

22 The Fourth Cause of Action of the Amended Complaint:

23 "Negligent Misrepresentation"

24 The Fourth Cause of Action in the Amended Complaint states that
25 it is for "Negligent Misrepresentation Against Defendants, HAHN, CLARY
26 and DOES 1-100, Inclusive." The material allegations are contained in
27 the following paragraphs of the Amended Complaint:

28 67. The misrepresentations made to Plaintiffs included the
false and fraudulent statements described above in this First

1 Amended Complaint and incorporated herein by reference.

2 68. Plaintiffs, and each of them, made these
3 representations negligently, and without any reasonable basis
4 for believing them to be true.

5 "Negligence" has been defined in Black's Law Dictionary as "the
6 omission to do something which a reasonable man, guided by those
7 ordinary considerations which ordinarily regulate human affairs, would
8 do, or the doing of something which a reasonable and prudent man would
9 not do." Black's goes on to say: "'Negligence' is the breach of a
10 legal duty. . . . Negligence usually consists in the involuntary and
11 casual'--that is, 'accidental'--doing or omission to do something
12 which results in an injury."

13 A quick effort at further research has not uncovered the
14 combining of the words "negligent" and "misrepresentation," as counsel
15 for the Plaintiffs have done here. The term "misrepresentation" is
16 normally associated with the category of "fraud and deceit" not the
17 category of "negligence." Black's Law Dictionary has defined "fraud"
18 as follows: "Fraud consists of some deceitful practice or willful
19 device, resorted to with intent to deprive another of his right, or
20 in some manner to do him an injury. **As distinguished from negligence,**
21 **it is always positive, intentional.**" (emphasis supplied). See
22 paragraph 12 of the Clary Affidavit.

23 Accordingly, Mr. Clary should be entitled to judgment in his
24 favor as a matter of law on the so-called Fourth Cause of Action of
25 the Plaintiffs' Amended Complaint herein, which, as indicated below,
26 is the last existing claim or "cause of action" against him.

27 IV.

28 Mr. Clary's Further Entitlement to a Judgment as a Matter of Law

Lacking any evidentiary support for their dubious factual claims,

1 the Plaintiffs and their new counsel, who came up with their
2 securities fraud claims in their Amended Complaint against Mr. Clary
3 and others, all but one of which (the Fourth Cause of Action referred
4 to above) have been dismissed by the Court, are also equally deficient
5 in the remaining Fourth Claim for Relief as a matter of law, because
6 it is without merit on any factual or legal theory.

7 The damages sought against Mr. Clary in the Amended Complaint and
8 specifically in the Fourth Claim for Relief cannot be proved against
9 him and are inconsistent with the alleged "derivative" nature of the
10 Amended Complaint because those damages would go to the Plaintiffs
11 only and are obviously not for the benefit of Kokoweef and all of its
12 stockholders. See paragraph 9 of the Clary Affidavit.

13 The "recision" also sought by the Plaintiffs against Mr. Clary
14 is equally inconsistent as a derivative claim. The "[o]ffer of
15 **rescission**" (emphasis supplied) provided for in NRS 90.680 is
16 obviously something that Mr. Clary cannot do or perform in order to
17 meet the Plaintiffs' demand, because he was not the issuer of the
18 securities acquired by the Plaintiffs but only the issuer's counsel.
19 To make matters even worse for the Plaintiffs, although the Amended
20 Complaint and specifically the Fourth Cause Action thereof seeks
21 "recision" as a remedy, at the hearing held on January 12, 2009 in the
22 above-captioned case (the one which resulted in dismissal of all the
23 other securities fraud claims), the Plaintiffs' lead counsel,
24 Alexander Robertson, IV, advised the Court that his clients, the
25 Plaintiffs, were really not seeking "rescission," they want to keep
26 their stock, but then they want the stock somehow "rescinded" and then
27 reissued "legally" (without specifying what exemption(s) from
28 registration would apply). This surely complicates the situation
further, because this extraordinary position of Plaintiffs' counsel

1 is entirely outside of the relief specifically sought in their own
2 pleading, namely the Amended Complaint! Notwithstanding these
3 inconsistencies, the bottom line is that, clearly, Mr. Clary is not
4 liable to the Plaintiffs on any legal theory. (See paragraphs 10-15
5 of the Clary Affidavit.)

6 V.

7 Conclusion

8 Since the Plaintiffs cannot recover any of the relief they
9 actually seek in their Amended Complaint, it is obvious that the
10 bringing Mr. Clary in personally as a Defendant in this case had an
11 evil ulterior motive--to get Mr. Clary out of the case as Kokoweef's
12 counsel. (See paragraph 16 of the Clary Affidavit.) As the Court
13 should also have concluded after the series of events that have
14 occurred herein, the real purpose of this case has been for the
15 Plaintiffs somehow to seize control of Kokoweef and take control of
16 Kokoweef away from its longtime President, Treasurer, and majority
17 stockholder, Larry Hahn, with false accusations against him and
18 others, including and especially, in the context of the instant Motion
19 for Partial Summary Judgment, Mr. Clary!

20 First, while Neil J. Beller was still the Plaintiffs' attorney,
21 the Plaintiffs sought to have Mr. Clary disqualified as Kokoweef's
22 attorney, but the motion was denied by the Court. See paragraph 12 of
23 the Clary Affidavit. Next, lead Plaintiff Ted R. Burke viciously filed
24 a grievance against Mr. Clary with the State Bar of Nevada, which
25 properly declined to go forward with any disciplinary proceeding
26 against Mr. Clary and instead closed the file. See paragraph 13 of the
27 Clary Affidavit. Finally, Mr. Clary's reputation as a 40-year
28 respected securities lawyer was put into jeopardy with the wrongful
and illegal filing of the personal claims herein against him for

1 securities fraud. See paragraph 16 of the Clary Affidavit.

2 In the interests of justice, this abuse must be brought to a halt
3 with the granting of Mr. Clary's Motion for Partial Summary Judgment,
4 which will permit Mr. Clary go to on with his professional and
5 personal life in its senior years.

6 PATRICK C. CLARY, CHARTERED

7
8 By  Patrick C. Clary

9
10 Attorneys for So-called Nominal
11 Defendant Kokoweef, Inc. and
12 Defendant Patrick C. Clary
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIDAVIT OF PATRICK C. CLARY

STATE OF NEVADA)
): ss.
COUNTY OF CLARK)

I, PATRICK C. CLARY, having been first duly sworn, upon my oath, depose and state as follows:

A. Introduction

1. I am the sole officer, director and stockholder of Patrick C. Clary, Chartered, a Nevada professional corporation ("Chartered"), which is counsel for so-called Nominal Defendant Kokoweef, Inc., a Nevada corporation ("Kokoweef"), and for me personally since I have been named in my individual capacity as a Defendant (albeit wrongfully) in the so-called Verified Derivative First Amended Complaint filed herein on September 22, 2008 ("the Amended Complaint").

2. I make this Affidavit upon my personal knowledge in support of the Motion for Partial Summary Judgment with respect to the "Fourth Cause of Action" of the Amended Complaint, to which Motion this Affidavit is attached as an Exhibit, and, if called as a witness, I am competent to testify to the matters set forth herein.

B. Background

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

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

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

6. I also established procedures for the offer and sale of other authorized but unissued stock of Kokoweef to new investors, which would

also be in compliance with the requirements of both federal and state securities laws, and those procedures were implemented by Kokoweef. Notwithstanding compliance with the federal and state securities laws, of which Plaintiff Ted R. Burke had knowledge, the Plaintiffs in the above-captioned case have falsely alleged that there were securities law violations.

C. Fourth Cause of Action of the Amended Complaint

7. Referring to paragraph 65 of the Amended Complaint, which incorporates paragraphs 1-38 thereof, I strongly deny the allegations contained in paragraph 6 of the Amended Complaint which state "that the 'Plan of Reorganization' between EIN and KOKOWEEF was a scheme concocted by Defendant HAHN and CLARY to conceal from the stockholders the Defendants' sale of unregistered and non-exempt securities in violation of NRS 90.460." Instead, what is true is that the offer and sale by Kokoweef of its stock in the said reorganization were exempt from registration under NRS 90.530(17)(b) for the following reasons:

a. Attached hereto as Exhibit 1 is a true and correct copy of a cover letter sent on November 21, 2005 by me to the Securities Division of the Nevada Secretary of State's office together with the two enclosures referred to therein, namely the Securities Division's Nevada Form N-9 and the Agreement and Plan of Reorganization dated November 10, 2005 between EIN and Kokoweef.

b. Attached hereto as Exhibit 2 is a file-stamped copy of the same Nevada Form N-9, which I personally obtained from the Securities Division of the Nevada Secretary of State's office.

Exhibit 2 has a note on it stating that the \$300 check referred to in the aforesaid cover letter was, as I can personally verify, inadvertently omitted as an enclosure and later sent over; consequently the said Form N-9 was not filed until November 22, 2005. After the expiration of the ten-day-period provided for in NRS 90.530(17)(b), the exemption became effective.

8. Accordingly both Kokoweef and I as its securities counsel fully complied with NRS 90.530(17)(b); therefore, I also deny the allegations contained in paragraph 15 of the Amended Complaint.

9. Responding to paragraph 18 of the Amended Complaint, the offer and sale of the same said stock of Kokoweef were also exempt under Sections 3(b) and 4(2) of the (federal) Securities Act of 1933, as amended, and Rule 504 of Regulation D adopted thereunder by the United States Securities and Exchange Commission. Counsel for the Plaintiffs are obviously unfamiliar and not current with the federal securities laws and the rules and regulations thereunder, because the filing of Form D under Rule 504 is now deemed optional.

10. Referring to paragraph 66 of the Amended Complaint, I also vigorously deny that I "supplied false guidance to the Plaintiffs in the sale of the securities of EIN and KOKOWEEF by representing that such sales were exempt from registration under both the federal and Nevada securities laws when in fact the sale of these securities were [sic] illegal and not exempt from registration under either federal or Nevada securities laws," because any guidance that I gave to anyone regarding the offer and sale of Kokoweef's securities involved strict

compliance with the applicable exemptions expressly set forth in paragraphs 7, 8 and 9 hereinabove.

11. Referring to paragraph 67 of the Amended Complaint, which alleges that "[t]he misrepresentations made to Plaintiffs included the false and fraudulent statements described above in this First Amended Complaint and incorporated herein by reference," an examination of the Amended Complaint shows that there are no other such "false and fraudulent statements" therein attributed to me!

12. In paragraph 68 of the Amended Complaint, the Plaintiffs alleged that I "made these representations negligently, and without any reasonable basis for believing them to be true." Again, I vehemently deny that I made any such misrepresentations. Moreover, after 40 years of practicing securities law, I have never heard of "negligent misrepresentation" or "negligent securities fraud." My understanding of negligence is that there has to be a duty of care of some type that had to have been breached, but I do not believe that, as Kokoweef's counsel, I ever had such a duty to Kokoweef's stockholders. Nevertheless, the fact is that there just was no negligence on my part whatsoever, that anything that I did for Kokoweef as its counsel was deliberate, not negligent, and that the Plaintiffs have not shown, and cannot show, any negligence of any kind on my part.

13. Since the "misrepresentations and concealments" referred to in paragraph 69 of the Amended Complaint did not exist, the allegations in that paragraph also fail.

14. In paragraph 70, the Plaintiffs seek to recover unspecified

damages from me for my "misstatements and misrepresentations of material facts," which as stated above were nonexistent, for the stock that they acquired from Kokoweef. First of all this negates the Amended Complaint as a so-called "Verified *Derivative* First Amended Complaint," since only the Plaintiffs and none of the other stockholders of Kokoweef would benefit by the relief sought. In any event, the Plaintiffs cannot prove any such damages whatsoever.

15. Finally, in paragraph 71 of the Amended Complaint, which is the last paragraph of the so-called "Fourth Cause of Action," the Plaintiffs seek "recision of the purchase of their securities," which is their sole remedy under Nevada statutory law. (They also seek other irrelevant relief, for none of which am I personally liable.) NRS 90.680 references an "[o]ffer of *rescission*" (emphasis supplied); however, I was not the issuer of the securities, as was previously determined by this Court. Since I was merely the attorney for the issuer, there is no way that I could effectuate a rescission; only the issuer could do that under the statute. Moreover, at the hearing on the Motion to Dismiss on January 12, 2009 (as a consequence of which all of the causes of action against me were dismissed except for the "Fourth Cause of Action"), counsel for the Plaintiffs announced to other counsel and the Court that the Plaintiffs wanted to keep their stock; they just wanted the original offer and sale to be rescinded and then the stock to be "lawfully" reissued! Counsel stated that the Plaintiffs didn't want their money back, even though that is what the Amended Complaint expressly seeks as relief (including in the "Fourth Cause of

Action"). Clearly, therefore, I personally am not liable to the Plaintiffs under the "Fourth Cause of Action" of their Amended Complaint.

D. What then underlies the Plaintiffs' personal attack on me?

16. Sometime ago it became pretty obvious to my client and me, and it should also be obvious to the Court, that the purpose of the Plaintiffs' naming me personally as a Defendant in this case was that they wanted to get rid of me as Kokoweef's attorney herein, because the Plaintiffs lost my security motion and were required to post \$75,000 as security for the Defendants' attorneys' fees and costs incurred herein, and the Plaintiffs lost nearly all their motions! The actions by the Plaintiffs and their attorneys to get rid of me have been clear and blatant:

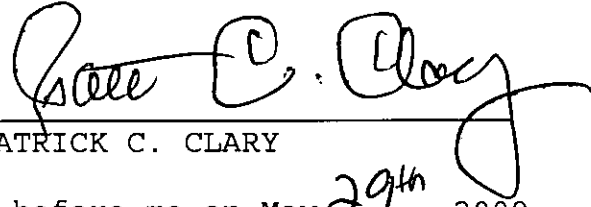
a. First of all, in the earlier stages of this case, when Neil J. Beller was still acting as attorney for the Plaintiffs, he filed a motion to disqualify me as attorney for Kokoweef, but that motion was denied by the Court.

b. Next, lead Plaintiff Ted R. Burke filed a grievance against me with the State Bar of Nevada, which, after a time-consuming exchange of documentation filed with Bar Counsel, declined to proceed with the matter and closed its file.

c. Now, the Plaintiffs and their new counsel seek to get rid of me by wrongfully naming me as a Defendant in my individual capacity in this case, wrongfully accusing me of committing actionable securities fraud. The only securities fraud which

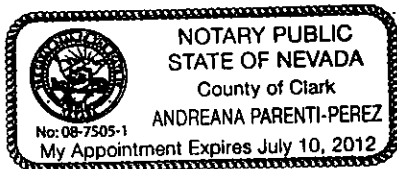
remains against me is the one covered by my Motion for Partial Summary Judgment, to which this Affidavit is attached.

17. Because there are no material facts in dispute with respect to the "Fourth Cause of Action" of the Amended Complaint and I am entitled to a judgment of dismissal in my favor as a matter of law, my Motion for Summary Judgment should be granted by the Court.



PATRICK C. CLARY

SUBSCRIBED AND SWORN TO before me on May 29th, 2009.





PATRICK C. CLARY
DIRECT 702.212.0223

VINCENT J. KOSTIW
DIRECT 702.736.7774

THOMAS A. LARMORE
(Also admitted in CA)
DIRECT 702.249.0014

OF COUNSEL

JOE E. COLVIN

PETER J. PARENT
(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. 775.348.0099

F. 775.348.1738

9901 1H 10 W, SUITE 800

SAN ANTONIO, TX 78230

T. 210.558.2829

F. 210.558.8204

700 5TH ST. NW, SUITE 300

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

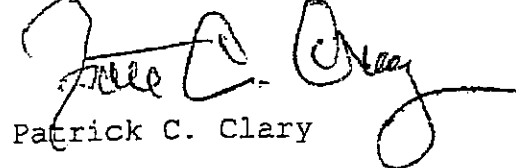
Dear Mr. Appenbrink:

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

- The undersigned hereby claims an exemption from securities registration pursuant to Subsection 17(b) of NRS Section 90.530 (cite authority).
- 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
- Type of Security: Debt Equity Other (Describe) _____
- Total number of shares/dollar amount of securities claimed to be exempt: 850,000/\$850,000.00
- Issuer's Fiscal Year End Date: December 31
- 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.
- 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
Larry Hahn, President

- 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 10 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, choses 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.

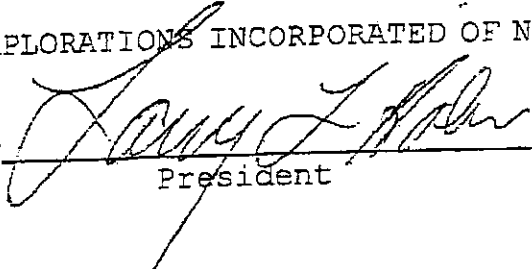
15. Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and in the masculine gender shall include the feminine and neuter, and vice versa.

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.

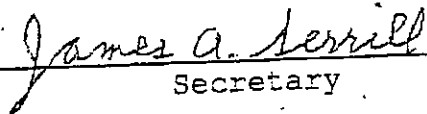
17. Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter of it, and there are no agreements, understandings, restrictions, representations or warranties between the parties hereto other than those set forth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

Cash		<u>260.50</u>
Total Current Assets		260.50

FIXED ASSETS

Equipment	342,206.39	
Vehicles	25,975.00	
Structures	21,636.60	
Accumulated Depreciation	<u>(367,301.00)</u>	
Total Fixed Assets		22,516.99

OTHER ASSETS

Stock - Crystal Cave Mining		<u>1,300.00</u>
-----------------------------	--	-----------------

TOTAL ASSETS

24,077.49

LIABILITIES & EQUITY

LIABILITIES

DIR Payable		61,082.00
Citibank Payable		3,150.00
Loan Payable - Wynia		9,000.00
Loan Payable - Simhaeuser		6,000.00
Loan Payable - Hahn's Surplus		<u>25,050.00</u>
TOTAL LIABILITIES		105,282.00

EQUITY

Capital Stock	60,933.00	
Contributed Capital	2,060,357.81	
Retained Earnings	(2,103,256.91)	
Operating Net	<u>(99,238.21)</u>	
Total Equity		<u>(81,204.51)</u>

TOTAL LIABILITIES & EQUITY

24,077.49

UNAUDITED-ACCRUAL BASIS

Explorations Inc of Nevada
Operating Statement
Year Ended December 31, 2004

YEAR-TO-DATE
AMOUNT

INCOME	
Revenue	<u>0.00</u>
GROSS INCOME	<u>0.00</u>
OPERATING EXPENSES	
Fuel	12,812.11
Tools & Parts	12,758.39
Small Equipment	30,614.54
Repairs	2,863.72
Camp Supplies	4,411.64
Newsletter/Clerical	1,671.23
insurance	2,733.35
Legal	8,350.00
Miscellaneous	430.00
Seismic/Radio/Camera	2,142.92
Land Lease	6,000.00
Tax & Licenses	1,940.31
Interest	990.00
Depreciation	10,920.00
Accounting	<u>600.00</u>
TOTAL EXPENSES	<u>99,236.21</u>
OPERATING NET	<u>(99,236.21)</u>

UNAUDITED - CASH BASIS

Ed/ep

803-3387



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

- The undersigned hereby claims an exemption from securities registration pursuant to Subsection 17(b) of NRS Section 90.530 (cite authority).
- 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
- Type of Security: Debt Equity Other (Describe) _____
- Total number of shares/dollar amount of securities claimed to be exempt: 850,000/\$850,000.00
- Issuer's Fiscal Year End Date: December 31
- 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.
- 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

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.

Larry Hahn
Larry Hahn, President

11-22-05
oops! they forgot
to write the check!
He says they will
mail one out on
Wednesday
(to my attorney)
LH

*** FOR OFFICIAL USE ONLY ***

NEVADA
SECRETARY OF STATE

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

NOV 22 2005

\$300 73343
SECURITIES DIVISION

EXHIBIT 2

PATRICK C. CLARK Chartered

NAME/BAR # 00053

7401 W. Lake Mead #410

LV NV, 89128
ADDRESS

(702) 382-7277
TELEPHONE #

DISTRICT COURT

CLARK COUNTY, NEVADA

TED R BURKE

PLAINTIFF

VS

LARRY L HART

DEFENDANT

CASE NUMBER: A 55 8629
DEPARTMENT: X 111

DATE OF HEARING:
TIME OF HEARING:

NOTICE OF MOTION

PLEASE TAKE NOTICE THAT THE HEARING ON MOTION FOR Summary Judgment

WILL BE HEARD ON THE 6 DAY OF July, 2009 IN DEPARTMENT XIII

9 AM

[Signature]
(NAME)