



Mr. Sparkle[®]
WINDOW WASHERS
Oakland, California

OFFERING MEMORANDUM
THIS OFFERING IS ONLY OPEN TO CALIFORNIA RESIDENTS

Mr. Sparkle Inc., a California Corporation
Contact: Dylan Kelly
11881 Skyline Blvd #B Oakland, Ca 94619
Dylan@mrsparkle.biz
510.504.7048

This Offering Memorandum is for your confidential use. Reproduction of this document is not authorized. Notice: Investing in the promissory notes described herein may be considered speculative and involves risk, including the risk of a substantial loss of investment. Please see the "Risk Factors" section of this document to read about the risks you should consider before investing.

OFFERING MEMORANDUM

California Qualification by Permit \$500,000 Series A Preferred Stock Offering

Brief Description of Offering

Mr. Sparkle Inc. dba Mr. Sparkle Window Washers (the “Company” or “Mr. Sparkle”), is offering up to \$500,000 of series A preferred shares of stock (“Securities” or “Preferred Stock”) to finance the growth of the Company. The Company is offering the Preferred Stock with annual dividends of five percent (5%) paid in cash. The minimum investment for each investor (“Investor”) is two thousand five hundred dollars (\$2,500) and there is no maximum investment, except as described in the section on Suitability Requirements. The offering will terminate one year from the date of commencement unless renewed. The offering is limited to California residents.

Disclaimer: The Company’s ability to pay dividends or redeem the Preferred Stock is not guaranteed. The maximum annual return an Investor can achieve, assuming the Company is able to pay dividends, is 5% per annum, which may not compare to the risks involved with the investment. Please read this entire document to understand the risks involved with this investment.

Company Overview

Mr. Sparkle is a successful window cleaning company located in Oakland, California. Mr. Sparkle, Inc. was incorporated on January 1, 2017 upon the conversion to a corporation of the Company’s predecessor, Mr. Sparkle LLC (the “LLC”). Since 2001, the Company has averaged a 20% increase in gross sales year over year. Mr. Sparkle enjoys a 45% gross margin on services. Sales in 2016 grew 18% from 900K in 2015 to just over 1.1M in 2016.

The Company’s service offerings include:

• window cleaning	• awning cleaning
• gutter cleaning	• screen repair
• pressure washing	• bird abatement
• hand washing of houses	• high and hard to reach projects
• solar panel cleaning	

The Company’s successful service and marketing strategies in Oakland have been systematized and will be duplicated and expanded in specific target market cities in the greater Bay Area. The Company’s sustainable philosophy and business practices are part of the corporate culture. This philosophy benefits the Company’s stakeholders and is a profitable market differentiator. The business is well positioned to take a larger share of the \$50+ billion U.S. commercial and residential cleaning services market, the fastest growing sector of which is outdoor home care.

The Company's Mission

A culture of personal and professional growth in the service of excellence.

Our work reflects the care, skill and attention that go into it. We work with the understanding that every moment is an opportunity to excel and or learn. We work with the knowledge that every action has an effect and are committed to making it Sparkle. The pursuit of these ideals is for the good of ourselves and our communities.

Organization & Management

As of December 2016, Mr. Sparkle employs 15 staff in the field and two (2) in the office: one (1) full time estimator and the owner. Long time employees include: Mike Redfearn, Window Cleaner turned Office Manager, ten (10) years with Mr. Sparkle; Jose Romo, a nine (9) year Window Cleaner turned Estimator and Trainer; Fou Saefong, Satellite Operator and Trainer with eight (8) years cleaning and training experience; and Tuan Le, who has six (6) years of service with Mr. Sparkle and serves as a Lead Cleaner and Trainer. In addition, over the past several years we have seen a new set of committed cleaners rising into leadership roles. As a result, the Company's ability to train for skills and propagate Company culture is primed to support growth efforts.

Mr. Sparkle, Inc., located in Oakland, California, is a California Corporation; currently the founder, sole shareholder and president is Dylan Kelly. Dylan is an Oakland local and a graduate of San Francisco State University. In 2001, Dylan started Mr. Sparkle Window Washers with a truck and a bucket. His dedication to his community, the discipline honed in the military, the client and project management skills developed as a contractor and his ability for to create and teach efficient systems (a talent developed through the martial arts) were all foundational to his entrepreneurial success. The response to his honest approach and positive work style was immediate. Today, the Company's high level of service and Dylan's passion to see others excel continue to shape the business and drive Mr. Sparkle forward.

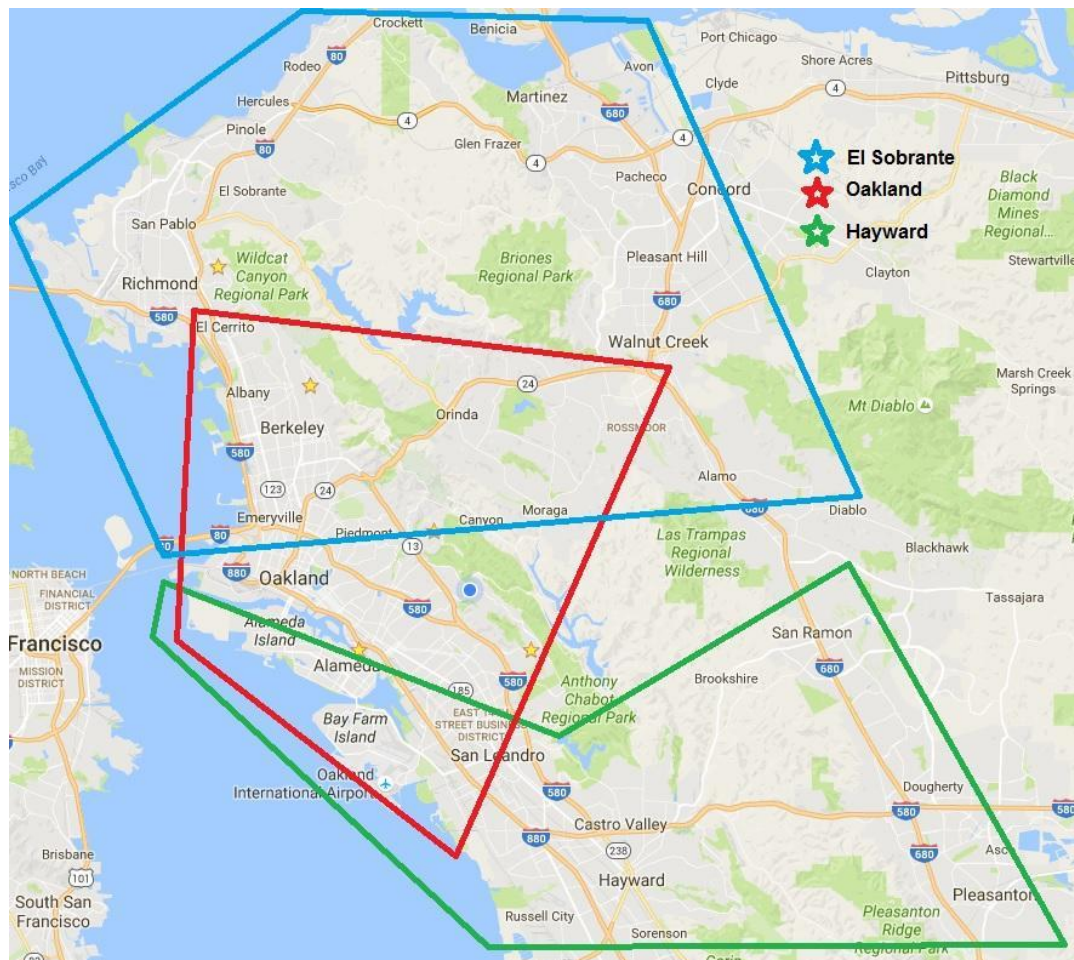
Current and Expansion Geographic Markets

Currently, the Oakland location serves a concentrated clientele from Oakland to Berkeley, including Alameda. Since January of 2016, the Company has operated two satellite locations; one in El Sobrante and one in Hayward, offering overlapping and extending service stretching to Richmond/Martinez/Walnut Creek and San Ramon/Dublin/Castro Valley/Hayward.

Through this offering, service areas will continue to be developed and extended through the employment of satellite offices that would be leased to allow for-more direct service by local staff, reducing travel and improving response times for quotes and customer service.

Figure 1 below shows the anticipated expanded market for Mr. Sparkle's Oakland, El Sobrante and Hayward locations.

Figure 1: Expansion Markets



Competition

In the Bay Area, services are provided year round with seasonal variation. During Fall and Winter months, the demand for gutter cleaning increases as the demand for window cleaning decreases. The months of June through December produce approximately two-thirds of the Company's annual revenue. This is similar to others in this industry. The Company's competitors include self-employed individuals, small independent businesses, and franchisees of national or regional franchise systems. The incumbents are well known, as are many of the insurgents.

Single individuals are harder to compete with on price though Mr. Sparkle tends to be significantly more responsive in both bid and service turnaround. Most individuals do not have the ability to scale into a competitive threat.

In service of the Company's mission, Mr. Sparkle is available to industry up and comers as mentors. This

allows the Company to keep the standards of the industry high and provides an opportunity to know the players. This open and supportive cooperation also grows the Company's network. For instance, one local business Mr. Sparkle worked with (Five or Free) shut down his window cleaning business in 2016 and has made Mr. Sparkle his sole referral.

Small independent businesses are known through reputation as well as observation in the field. Currently, in the Company's market, A1 The Clear Choice, Lightstream and B&B have well established names in the residential markets. Further east the Company sees Window Smith as a competitor. Franchises like Fish Window Cleaning and Window Genie have not been significant competitors.

Mr. Sparkle differentiates itself from its competition in several ways. The Company is a certified California Green Business and works hard to be leaders in the industry. The Company trains and certifies staff annually on storm water management through Bay Area Stormwater Management Agencies Association (BASMAA), and has a designated Green Team who works to implement and ensure environmental best practices. Customers frequently cite Mr. Sparkle's Green Practices as a reason why they choose the Company's service over others.

Another competitive differentiator is Mr. Sparkle's commitment to customer service. The Company continues to set itself apart from competition by providing more detailed cleaning and a higher level of customer service from the first point of contact through completion of the work. Unlike many cleaners, Mr. Sparkle always does an inspection bid and stands by its price. If failures occur, the Company takes ownership and offers resolution.

Excellent staff makes the difference. Mr. Sparkle employees receive comprehensive and continued training and see a clear path for their own growth. This increases engagement and results in an unrivaled commitment to excellence. Training is standardized, systematized and comprehensive. Employees are required to have an understanding of window anatomy and manufacture, as well as knowledge of and ability to talk about and identify architectural details. The Company uses a combination of comprehensive written material, videos and personal instruction during training. One-on-one training takes place for a week prior to an employee being sent out with a team for continued on-the-job training. As employees grow and show that they have the capacity and desire, the Company offers Leadership Training to give them the tools they need to better understand the business from a Lead role. This consists of client management, employee management and training, quality control and selling. Mr. Sparkle's teams hold biweekly meetings to review customer and internal feedback and talk about safety and other issues.

Finally, Mr. Sparkle knows that a happy workforce is key to continued success. The Company works hard to stay ahead of mandated pay and benefit increases, offering more sick leave than the law requires. The Company believes that offering a competitive average wage, health insurance and the opportunity to celebrate in the form of bonuses when the Company meets goals are key factors in retention. Long term employees who adhere to high customer service policies mean better service for customers and better retention and referrals for the Company.

Marketing and Market Analysis

Mr. Sparkle's brand has an appeal and approachability that is widely recognized. The brand communicates a trustworthy and established feel, which is substantiated by clients through letters, emails, voicemails and online reviews collected over Mr. Sparkle's tenure. All of this collateral is detailed, formatted and compiled within the Company's brand guidelines manual, and consists of everything from building and truck signage, to thank-you cards, mailers, email templates, documentation, uniforms, etc. The Company's brand can continue to be deployed, locally and remotely, easily and efficiently in support of growth as needed.

Mr. Sparkle clients are homeowners, property managers, realtors and small businesses ranging in size from storefronts to small commercial. Using Zillow and US census data, the Median House Value (MHV) for the Company's existing market is \$950K, with the bulk of business serving homes with values between 500K and 1.5M. The Company proposes to continue moving into markets with MHV of \$600K-1 million plus. Homeowner clients understand the real value of maintenance and enjoy the treat of clean windows. Realtors, property managers and business owners realize the benefit of professional and excellent presentation and see greater profits through the benefit of clean windows. Though Mr. Sparkle does have large commercial clients, none represent more than 5 percent of business revenue.

Through the life of the Company growth has occurred organically by word of mouth and online referral, as well as the retention of past clientele. Mr. Sparkle enjoys an excellent reputation as the premier window washing company in the East Bay, as evidenced by reviews on Google, Yelp, Next Door and local listservs.

As of December 2016, 50 percent of Mr. Sparkle's gross receipts are from repeat business, while realtors, whether new clients or repeat clients amount to 8 percent. New business can be broken down as follows: 15 percent from online referrals (Yelp, Next Door, Local listserv like Berkeley's Parent Network, etc.), 5 percent from organic search engine results, 17 percent from word of mouth referrals from existing customers and 5 percent from seeing trucks and staff around town.

Finances And Projections

In 2014 through 2016, Mr. Sparkle has continued to see an average of 20 percent growth in gross receipts with consistent margins of 45 percent. The Company's profit and loss statements and balance sheets, from 2015 through 2016, are included as Exhibit E.

Mr. Sparkle has seen consistent growth over the past 15 years a result of scaling resources to serve more customers. With the proceeds of this offering, Mr. Sparkle intends to continue to grow and scale its business, through more aggressive marketing and sales and by increasing satellite locations to expand geographic coverage. This growth is expected to result in increased revenues and profitability. See a summary of the Company's financial projections below. The projections below estimate that if the maximum permitted under this offering is raised and the funds applied to the growth strategies outlined herein, sales could increase by up to 250 percent by the end of 2020.

Past Revenue / Growth Trajectory

2009: \$350,000	2010: \$420,000	2011: \$470,000	2012: \$525,000
2013: \$699,000	2014: \$700,000	2015: \$900,000	2016: \$1.1M

Projected Revenue

	2017	2018	2019	2020
Total Sales	\$1,497,766	\$1,938,603	\$2,325,754	\$2,598,968
Cost of Goods Sold	\$725,275	\$933,266	\$1,178,796	\$1,317,519
Gross Profit	\$772,491	\$1,005,337	\$1,146,958	\$1,281,449
Overhead	\$619,127	\$801,697	\$944,195	\$1,014,957
Operating Profit	\$153,364	\$203,640	\$202,763	\$266,492
Adjusted Profit	\$46,560	\$85,815	\$55,259	\$100,158

Use of Investment Capital

Mr. Sparkle intends to use the proceeds of this raise to expand the geographic reach of the business and to increase sales in existing locations. The expansion will entail a combination of increasing staff at satellite offices, expanding the training program, increasing and improving marketing and sales efforts, further development of custom software, updating the Company's website and tenant improvements.

Projected Use of Capital

Ops Trainer / Field Support	\$75,000
Marketing Plan and deployment	\$110,000
Salesperson	\$80,000
Website Redesign	\$10,000
Software Development	\$50,000
Move and tenant improvements	\$50,000
<hr/>	
Total	\$385,000

More information about how the capital will be deployed is described below. If the Company raises more than indicated above, the additional capital will be held and used as an internal line of credit and for growth capital to expand into additional markets. Should the Company fail to raise the full \$500,000 or fail to raise the amount for the projected uses described above, the Company will focus deployment of investment capital first in advertising and sales.

Operations Trainer / Field Support

Historically, Mr. Sparkle's new cleaners have been trained by the founder or senior lead for one day before going into the field to clean windows with a lead associate. For the first two weeks of employment, a new cleaner is closely supervised by a lead and the employee's training continues until all service areas are covered and learned.

Further subsidizing training and field support during growth will allow Mr. Sparkle to increase the rate of hiring and to train new employees for a full week with the founder or senior lead before sending them into the field with a lead associate. This approach will allow new employees to train longer and will provide them with the continued support and training they need to grow more quickly into exceptional cleaners and hopefully leaders. Additionally, with a higher number of newer cleaners and leads, more field supervision to ensure safety, quality, and adherence to efficient systems, will be required. This focused effort to produce and support high quality staff will eventually become self-sustaining, but the initial investment is necessary to ramp up growth as planned in this prospectus.

Salesperson

Currently one estimator responds to requests for quotes and is deployed by the office. The role of the salesperson is distinct and will be to support the developing markets through direct contact of business owners, property managers and other partners. The Company's sales practice has historically been passive. This offering will increase the Company's ability to aggressively seek new business and have the bandwidth to strengthen and retain the Company's best business relationships. The salesperson would also leverage current relationships with property managers, real estate brokerages and agents, interior designers and contractors to gain entrance into the new target markets as well as deeper penetration into current service areas. Further development of desired storefront and small commercial work will be pursued by both inside and outside sales. Upselling and cross selling can be greatly improved and the salesperson would help to coach more effective sales skills in Lead Cleaners, as well as develop systems for tracking and rewarding those sales efforts.

Marketing Plan

Currently, our biggest source of new business is referrals, both word of mouth and online. To better drive additional growth, we plan to work with marketing professionals to develop strategies to accomplish specific marketing objectives. Investment in a thorough marketing plan will help increase brand awareness, market share in new territories, and online presence. The Company expects that these marketing strategies will also assist us to address the seasonality of our business and to grow market share in existing territories.

Investment in a marketing plan is also expected to minimize outsourcing of this type in the future by training personal to produce and implement effective marketing strategies internally.

Advertising

Advertising budget will be spent on print/digital/mobile ad campaigns, direct mail, online and print directories, social outlets, door hangers, bus bench ads, truck graphics, donations to local school fundraising, support of arts, and radio (e.g. KQED announcements and challenge grants).

Mr. Sparkle has always been a leader in web design in our space. Using capital raised in this offering to redesign the Company website for all three breakpoints (PC, Tablet and Phone) will bring the website current and make it more accessible. This update is designed to improve the ability of clients to research and schedule services. The redesign will also develop landing sites for each service area, enhance the user experience, better cross sell service offerings and develop functionality to use the web site as a recruitment tool. Search engine optimization will also be addressed which will improve organic searches for our services and products.

Software Development

Mr. Sparkle intends to use some of the proceeds of this raise for the continued development of custom enterprise software, which is already in use and which has greatly streamlined the sales process from customer request intake through scheduling and billing. Areas yet to be developed include self-serve scheduling and more targeted follow up and cross selling through automated email based on preset parameters. Ultimately, this will lower overhead and increase profits.

Plan of Distribution

The maximum aggregate amount of this offering is \$500,000, and there is no minimum offering amount. This offering will terminate one year from the effective date of the permit for this offering issued by the Department of Business Oversight, unless this offering is extended or renewed in accordance with applicable law.

All offering activities will be conducted by the President of the Company, who performs general duties for the Company (not limited to the offering of securities). Specifically, offering activities will be conducted by Dylan Kelly. Some administrative tasks related to the offering may be conducted by other Company personnel under the supervision of such officers and directors. No person will receive any commission or other compensation for conducting offering activities. The Company will not use any broker-dealers, underwriters or other selling agents in connection with this offering.

The Company will advertise the offering on its website and through social media platforms; in its newsletters and email communications; in newsletters and email communications of other organizations and businesses; in newspaper and magazine ads and/or articles; on radio and television interviews; in online promotional videos; and at events, conferences and presentations. All advertising materials will direct prospective investors to the Company's website to access a copy of this offering memorandum.

The Company will offer and sell the securities described herein only to California residents.

Rights, Preferences, Privileges and Restrictions of the Preferred Stock

The Company is offering up to 5,000 shares of non-voting, non-convertible Series A preferred shares of stock (the **“Preferred Stock”**) at a price of \$100 dollars per share (the **“Purchase Price”**) for a total raise amount of \$500,000. The minimum investment per investor is 25 shares (\$2,500.00).

There will be no variation in the kind and amount of Securities to be offered, the price, or the method by which it is to be computed. The purchase price may only be paid in cash.

The following is a high-level summary of the rights, preferences, privileges and restrictions of the Preferred Stock. This summary is qualified in its entirety by the provisions of the Company’s articles of incorporation, a copy of which is attached hereto as Exhibit A, the Company’s bylaws, a copy of which is attached hereto as Exhibit B, and the form of subscription agreement for the Preferred Stock (the **“Subscription Agreement”**), a copy of which is attached hereto as Exhibit C, which collectively set forth such rights, preferences, privileges and restrictions in detail. Each prospective investor should carefully review such Exhibits before making an investment decision.

Dividends

Shares of Preferred Stock will earn dividends at an annual rate of 5% of the original purchase price of such shares (as adjusted for any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock). Such dividends will be paid in cash annually within 60 days from the end of the Company’s fiscal year, December 31.

Liquidation Preference

In the event of any liquidation of the Company, or any sale of the Company through merger or sale of assets, holders of shares of Preferred Stock will be entitled to receive an amount equal to the original purchase price of such shares (as adjusted for any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) plus the amount of accrued but unpaid dividends thereon, prior to any payments being made to the holders of the Company’s common stock in respect of such holders’ shares of such common stock.

Voting

As a general matter, holders of shares of Preferred Stock have no director-election or other voting rights in respect of such shares, except as otherwise required by applicable law. However, if the Company is required to make any payments to holders of Preferred Stock but fails to make such payments for a cumulative period of at least eight quarters (whether or not consecutive), then the holders of a majority of the outstanding shares of Preferred Stock, voting as a separate class, will have the right to elect a majority of the directors of the Company, which right will terminate as soon as the payment default is cured.

Under the Subscription Agreement, holders of shares of Preferred Stock (a) are required to vote their shares in favor of certain sale of the Company transactions and amendments to the Company’s articles of incorporation for the sole purpose of increasing the authorized number of shares of Preferred Stock, in each case solely to the extent that such transactions or amendments are approved by the board of directors of the Company and holders of the Company’s common stock, and (b) grant a proxy and power of attorney to the Company’s officers to effect such voting, and to take certain other steps to give effect to such transactions or amendments, solely to the extent that such holders fail to do so themselves.

Conversion

Shares of Preferred Stock are not convertible into common stock or any other security of the Company.

Redemption

The Company may, at any time and in its sole discretion, redeem any shares of Preferred Stock, at a redemption price equal to the original purchase price of such shares (as adjusted for any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) plus the amount of accrued but unpaid dividends thereon ("Redemption Price"). The Company may, in its sole discretion, redeem shares held by certain holders of Preferred Stock without redeeming shares held by other holders of Preferred Stock. The Company anticipates, but does not guarantee, that it will redeem all outstanding shares of Preferred Stock between 5 and 10 years after this offering closes.

Any time after 5 years from issuance, holders of Preferred Stock may request redemption of their Preferred Stock at 100% of the Redemption Price by submitting a written request for redemption to the Company. At any time after 10 years from issuance, holders of Preferred Stock may request redemption of their Preferred Stock at 110% of the Redemption Price by submitting a written request for redemption to the Company. The Company will take requests for redemption on a first come basis and reserves the right to limit, postpone or refuse the redemption if, in its sole discretion, the Company determines that a requested redemption may impair the Company's ability to operate effectively.

Information/Reporting

Holders of Preferred Stock will receive an annual report describing the Company's financial performance.

Perks

Holders of Preferred Stock will be entitled to participate in special programs and discounts established by the Company for its direct public offering investors. The Company expects that these will include (a) discounts for Company services, (b) an invitation to periodic shareholder events, and (c) an annual newsletter describing new developments in the Company. The exact nature of these perks will be determined and may be modified from time to time by the Company in its sole discretion. The Company expects to offer the following perks:

- Every investor will receive a Mr. Sparkle t-shirt;
- Every holder of Preferred Stock who has invested between \$2,500 and \$4,999 receives an annual 5% discount on services (up to \$50 discount per year) which may be combined with other offers.
- Every holder of Preferred Stock who has invested between \$5,000 and \$9,999 receives an annual 10% discount on services (up to \$100 discount per year) which may be combined with other offers.
- Every holder of Preferred Stock who has invested \$10,000 or above receives an annual 10% discount on services (up to \$200 discount per year) which may be combined with other offers.

Transfer Restrictions

a. Under Federal Securities Law. This offering is made pursuant to the exemption from federal registration requirements set forth in Rule 147A of the Securities Act of 1933, as amended (the “**Securities Act**”). As required by Rule 147A:

- i. (i) for a period of six (6) months after an investor purchases the securities described herein, all resales of the securities, by any person, will be made only to persons resident within the state of California (the “Rule 147A Resale Limitation”);
- ii. the Company will, in connection with any sales by it of the securities described herein, (x) place a legend on any certificate or other document evidencing such securities stating that such securities have not been registered under the Securities Act and setting forth the Rule 147A Resale Limitation, and (y) issue stop transfer instructions to the Company’s transfer agent, if any, with respect to such securities, or, if the Company transfers its own securities, make a notation in the appropriate records of the Company ((x) and (y), collectively, the “Legending and Stop-Transfer Actions”); and
- iii. the Company will, in connection with the issuance of new certificates for any of securities described herein that are presented for transfer during the time period in which the Rule 147A Resale Limitation applies, take the Legending and Stop-Transfer Actions.

b. Under California Securities Law

Until the applicable restrictions are removed by order of the Department of Business Oversight, any sale or transfer of the securities described herein will be subject to the restrictions set forth in Section 260.141.11 of the California Code of Regulations, a copy of which is attached as Exhibit D hereto.

c. Under the Subscription Agreement.

Under the Subscription Agreement, (i) the Company has a right of first refusal with respect to any proposed sale or other transfer of shares of Preferred Stock, excluding certain transfers to family members or for estate planning purposes, and (ii) investors may not sell or otherwise transfer any shares of Preferred Stock to any competitor of the Company or any director, officer or owner of any such competitor.

Investor Suitability Requirements

Financial Requirements.

For any investor participating in this offering, at least one of the following must be true as of the time of investment:

- (a) (i) such investor (x) has a minimum net worth (exclusive of homes, home furnishings and automobiles) of at least \$75,000, (y) had minimum gross income of \$75,000 during the last tax year and (z) will have (based on a good faith estimate) minimum gross income of \$75,000 during the current tax year, and (ii) the investment does not exceed 10% of such investor’s net worth (exclusive of homes, home furnishings and automobiles);
- (b) (i) such investor has a minimum net worth (exclusive of homes, home furnishings and

automobiles) of \$250,000, and (ii) the investment does not exceed 10% of such investor's net worth (exclusive of homes, home furnishings and automobiles); or

(c) such investor is investing no more than \$2,500 total in the Company, including any investments made during the prior 12 months.

The satisfaction of these requirements by a prospective investor does not necessarily mean that an investment in the securities described herein is suitable for such prospective investor. All prospective investors should consult their personal legal and financial advisors to determine whether an investment in the securities described herein is suitable for them.

Other Requirements

All investors participating in this offering must be California residents. For individuals, that means that the investor's primary residence must be in California. For entities, that means that the investor's principal office must be located in California.

The Company, in its sole discretion, may decide not accept investments from more than (a) 1,999 total investors or (b) 499 investors who are not "accredited investors," as that term is defined in Rule 501 under the Securities Act.

The minimum investment amount per investor is \$2,500.

Investor Representations

Pursuant to the Subscription Agreement, each investor in this offering will be required to make certain representations and warranties to the Company regarding, among other things, satisfaction of the suitability requirements described herein and to indemnify and hold harmless the Company and certain persons affiliated with the Company for any losses arising from any breach of those representations or warranties.

The Company may reject any subscription, in whole or in part, for any reason (or no reason), including if the Company has reason to believe that the prospective investor (a) fails to satisfy the suitability requirements described herein, (b) is investing with a view to distribute the securities or (c) is involved with a competitor of the Company or otherwise has interests adverse to the Company.

Risk Factors

General

EACH INVESTOR IS AWARE THAT AN INVESTMENT IN THE COMPANY IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE POSSIBLE LOSS OF THE ENTIRE INVESTMENT, AND SUCH INVESTOR HAS CAREFULLY READ AND CONSIDERED THE FOLLOWING RISK FACTORS AND ALL MATTERS SPECIFIED IN THESE SUBSCRIPTION DOCUMENTS IN DETERMINING WHETHER OR NOT TO INVEST IN THE COMPANY AS SPECIFIED HEREIN. EACH INVESTOR UNDERSTANDS THAT THE FOLLOWING FACTORS ARE NOT AN ALL-INCLUSIVE LIST OF POSSIBLE RISKS INHERENT IN THE OFFERING.

No Guarantee of Return. No assurance can be given that an Investor will realize a substantial return on investment, or any return at all, or that an Investor will not lose a substantial portion or all of the investment. For this reason, each prospective investor should carefully read this memorandum and all exhibits attached hereto and should consult with an attorney, accountant, and/or business advisor prior to making any investment decision.

Certain Factors May Affect Future Success. Any continued future success that the Company might enjoy will depend upon many factors including factors beyond the Company's control and/or which cannot be predicted at this time. These factors may include but are not limited to: changes in general economic conditions; changes in the regulatory environment that makes it more difficult to operate as planned; the Company's ability to expand its customer base and retain key customers; and reduced margins caused by competitive pressures. These conditions may have a material adverse effect upon business, operating results, and financial condition.

We have not retained an independent party to sell the offering and the failure of the Company's officers to sell the offering may result in a shortage of operating funds. Officers and directors of the Company are offering shares on a "best-efforts" basis. The Company has not contracted with an underwriter, placement agent, or other person to purchase or sell all, or a portion of the shares and there is no assurance that its officers and directors can sell all or any of the shares. Further, if the Company had hired an underwriter, placement agent, or other independent person to sell the offering, that person would have conducted an independent due diligence examination into the business.

Financial

Tax Risks. No representation or warranty of any kind is made by the Company, the officers, directors, counsel to the Company, or any other professional advisors thereto with respect to any tax consequences of any investment in the Company. EACH PROSPECTIVE INVESTOR SHOULD SEEK THE INVESTOR'S OWN TAX ADVICE CONCERNING THE TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.

The Company may face increased competition in the household cleaning market. The Company may face increased competition in this market especially as the Company demonstrates the financial viability of its business plan. In addition, other business plans could be developed that are more efficient or cost-effective, thereby undermining the value of this project.

The Company May Not Be Able to Compete Against Established Competitors. The Company will be competing with established businesses that have an operating history and greater financial resources, management experience and market share than we have. There can be no assurance that we will be able to compete or capture adequate market share. The Company will not be profitable if we cannot compete successfully with other businesses.

Management Risks

Control of the Company. Control of the Company and all of its operations are, and will remain, solely with its (Officers, Directors, and Managers). Investors must rely upon the judgment and skills of such persons. Purchasers of the securities will have no vote and no control over the management and affairs of the Company.

The Company's officers, directors and key persons will continue to have substantial control over the Company after the offering. Dylan Kelly owns all of the shares of common stock, which will represent

100% of outstanding common stock. Consequently, he will be able to elect all of the directors and control the direction of the Company.

It may be difficult to attract qualified staff. In order for the Company to grow as anticipated, it will need to hire additional staff with the unique skills that will be necessary. While the Company believes that candidates with the necessary education, skills and experience are available, there is no guarantee that the Company will be successful in hiring and retaining the necessary staff.

Stock Offering Risks

Because there is no market for the Company's common stock, you may not be able to sell your shares. There is currently no, and there may never be any, secondary market trading in the Stock, and investors' ability to sell their shares are further limited by transfer restrictions under applicable securities laws and the terms of the subscription agreement. The primary exit event contemplated by this investment is redemption by the Company. However, there is no guarantee that the Company will still be operating in that time frame or, even if it is still operating, that it will be legally permitted to redeem investors shares at that time, or at any time thereafter, and the Company will not be required to redeem any shares to the extent that it is not legally permitted to do so. You may never be able to sell your shares and recover any part of your investment, unless we are able to complete a subsequent public offering or we are able to sell the Company for cash or merge with a public company.

The offering price of the Company's shares is arbitrary. The offering price of \$100 per share bears no relationship to established value criteria such as net tangible assets, or a multiple of earnings per share and accordingly should not be considered an indication of the actual value of the Company.

Restrictions

OTHER INFORMATION IS NOT AUTHORIZED.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION WITH RESPECT TO THE COMPANY OR THIS OFFERING EXCEPT SUCH INFORMATION AS IS CONTAINED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED HEREIN MAY BE RELIED UPON AS HAVING BEEN AUTHORIZED.

THE INFORMATION IN THIS MEMORANDUM SUPERSEDES AND REPLACES IN ITS ENTIRETY ANY INFORMATION PREVIOUSLY DISTRIBUTED TO, PROVIDED TO, OR VIEWED BY ANY INVESTOR.

WITHDRAWAL, CANCELLATION OR MODIFICATION

THIS OFFERING IS MADE SUBJECT TO WITHDRAWAL, CANCELLATION, OR MODIFICATION BY THE COMPANY WITHOUT NOTICE. OFFERS TO PURCHASE THESE SECURITIES MAY BE REJECTED IN WHOLE OR IN PART BY THE COMPANY AND NEED NOT BE ACCEPTED IN THE ORDER RECEIVED. THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF THE SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER TO ANY OFFEREE AND/OR INVESTOR IN THE EVENT THAT ANY OF THE FOREGOING SHALL OCCUR.

THE STATEMENTS IN THIS MEMORANDUM ARE MADE AS OF THE EFFECTIVE DATE UNLESS OTHERWISE SPECIFIED.

NO WARRANTY OF PROJECTIONS OR ASSUMPTIONS

Projections concerning the business or financial affairs of the Company that may be provided to prospective investors, including without limitation those set forth in this Memorandum and its exhibits, are based upon assumptions that management of the Company believes to be reasonable. However, there can be no assurance that actual events will correspond to the assumptions, and the projections should be viewed merely as financial possibilities based on the assumptions stated and not as a prediction or guarantee of future performance. The assumptions upon which these projections are based should be carefully reviewed by each prospective investor. Projections or conclusions regarding the financial condition of the Company, including projections regarding the profitability of the Company, may be substantially adversely affected by variances from the assumptions made by the Company.

FORWARD-LOOKING STATEMENTS

This statement is being included in connection with the safe harbor provision of the Private Securities Litigation Reform Act. THIS MEMORANDUM CONTAINS FORWARD LOOKING STATEMENTS. FROM TIME TO TIME, ADDITIONAL WRITTEN FORWARD LOOKING STATEMENTS MAY BE MADE BY THE COMPANY. SUCH FORWARD LOOKING STATEMENTS ARE WITHIN THE MEANING OF THAT TERM IN SECTION 27A OF THE SECURITIES ACT AND MAY INCLUDE PROJECTIONS OF REVENUES, INCOME OR LOSS, CAPITAL EXPENDITURES, BUSINESS RELATIONSHIPS, FINANCINGS, PROPOSED FINANCINGS OR INVESTMENTS BY THIRD PARTIES, PRODUCT DEVELOPMENT, PLANS FOR FUTURE OPERATIONS, PLANS RELATING TO PRODUCTS OF THE COMPANY, AS WELL AS ASSUMPTIONS RELATING TO THE FOREGOING. SUCH STATEMENTS ARE BASED UPON MANAGEMENT'S CURRENT EXPECTATIONS, BELIEFS, AND ASSUMPTIONS ABOUT FUTURE EVENTS, AND ARE OTHER THAN STATEMENTS OF HISTORICAL FACT AND INVOLVE A NUMBER OF RISKS AND UNCERTAINTIES.

THE WORDS "BELIEVE," "EXPECT," "INTEND," "ANTICIPATE," "ESTIMATE," "PROJECT." AND SIMILAR EXPRESSIONS IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE THE STATEMENT WAS MADE, BUT ARE NOT THE EXCLUSIVE MEANS OF IDENTIFYING SUCH STATEMENTS. FORWARD-LOOKING STATEMENTS ARE INHERENTLY SUBJECT TO RISKS AND UNCERTAINTIES, SOME OF WHICH CANNOT BE PREDICTED OR QUANTIFIED. FUTURE EVENTS AND ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN, CONTEMPLATED BY, OR UNDERLYING THE FORWARD-LOOKING STATEMENTS. STATEMENTS IN THIS MEMORANDUM -- INCLUDING THOSE CONTAINED IN THE SECTION ENTITLED "RISK FACTORS" -- DESCRIBE FACTORS, AMONG OTHERS, THAT COULD CONTRIBUTE TO OR CAUSE SUCH DIFFERENCES.

Mr. Sparkle Inc. Offering Memorandum

Exhibit A

Articles of Incorporation

3967249

FILED JRM

Secretary of State
State of California

DEC 14 2016

Articles of Incorporation with Statement of Conversion
of
Mr. Sparkle, Inc.

ARTICLE I
NAME

The name of the corporation is Mr. Sparkle, Inc.

ARTICLE II
PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III
AUTHORIZED STOCK

The corporation is authorized to issue two classes of stock, one of which shall be designated "**Common Stock**" and the other of which shall be designated "**Preferred Stock**." The total number of shares that the Corporation is authorized to issue is 200,000 shares, of which 100,000 shares are Common Stock and 100,000 shares are Preferred Stock, all of which shares of Preferred Stock shall be designated "**Series A Preferred Stock**."

The board of directors of the corporation is expressly authorized to fix the powers, preferences, rights, qualifications, limitations, and restrictions with respect to any wholly unissued series of Preferred Stock, including the Series A Preferred Stock.

ARTICLE IV
STATEMENT OF CONVERSION

The name of the converting California limited liability company is Mr. Sparkle, LLC. The limited liability company's California Secretary of State file number is 200536510170.

The principal terms of the plan of conversion were approved by a vote of the members, which equaled or exceeded the vote required under California Corporations Code section 17710.03. There is one class of members entitled to vote and the percentage vote required is a majority in interest of the members. The limited liability company is converting into a California stock corporation.

ARTICLE V**STREET AND MAILING ADDRESS AND AGENT FOR SERVICE OF PROCESS**

- A. The initial street address and mailing address of the converted corporation are:

11881 Skyline Blvd #B
Oakland, California 94619

- B. The name and California Street Address of the converted corporation's initial agent for service of process are:

Dylan Kelly
11881 Skyline Blvd #B
Oakland, California 94619

ARTICLE VI**LIMITATION OF LIABILITY**

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Unless applicable law otherwise provides, any amendment, repeal, or modification of this Article VI shall not adversely affect any right or protection of a director under this Article VI that existed at or prior to the time of such amendment, repeal, or modification.

ARTICLE VII**INDEMNIFICATION**

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the General Corporation Law of California) on a case by case basis, or through bylaw provisions or agreements with agents, or any combination of the foregoing, in each case to the fullest extent permissible under California law. If, after the effective date of this provision, California law is amended in a manner which permits a corporation to provide indemnification of agents to a greater extent than is permitted on such effective date, the reference in the previous sentence to "California law" shall be deemed to refer to California law as so amended. Unless applicable law otherwise provides, any amendment, repeal or modification of this provision shall not adversely affect any right or protection of any director of the corporation existing at the time of such amendment, repeal or modification.

I declare I am the person who executed this instrument, which execution is my act and deed.

Executed and Acknowledged by:


Dylan Kelly, sole member of Mr. Sparkle, LLC, and Incorporator

Mr. Sparkle Inc. Offering Memorandum

Exhibit B

Bylaws

BYLAWS OF MR. SPARKLE, INC.
A California Corporation

ARTICLE I

OFFICES

Section 1. PRINCIPAL EXECUTIVE OR BUSINESS OFFICES. The board of directors will fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside California and the corporation has one or more business offices in California, the board will fix and designate a principal business office in California.

Section 2. OTHER OFFICES. Branch or subordinate offices may be established at any time and at any place by the board of directors or the chief executive officer.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. PLACE AND CONDUCT OF MEETINGS. Meetings of shareholders will be held at any place within or outside the State of California designated by the board of directors. In the absence of a designation by the board, shareholders' meetings will be held at the corporation's principal executive office.

If authorized by the board of directors (in its sole discretion) and subject to the consent requirement in California Corporations Code §20(b) and any guidelines and procedures adopted by the board of directors, shareholders not physically present at a meeting of shareholders may, by electronic transmission by and to the corporation or by electronic video screen communication, participate in a meeting of shareholders and vote (in person or by proxy).

A meeting of shareholders may be conducted, in whole or in part, by electronic transmission by and to the corporation or by electronic video screen communication if the following two conditions are met:

(a) The corporation implements reasonable measures to provide shareholders (in person or by proxy) a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders; and

(b) If any shareholder votes or takes other action at the meeting by means of electronic transmission to the corporation or electronic video screen communication, a record of that vote or action is maintained by the corporation.

Any request by the corporation to a shareholder under California Corporations Code §20(b) for consent to conduct a meeting of shareholders by electronic transmission must include a notice that absent consent of the shareholder, the meeting will be held at a physical location.

Section 2. ANNUAL MEETING. The annual meeting of shareholders will be held each year on a date and at a time designated by the board of directors. The date so designated will be within fifteen months after the last annual meeting.

At each annual meeting, directors will be elected and any other proper business within the power of the shareholders may be transacted.

Section 3. SPECIAL MEETING. A special meeting of the shareholders may be called at any time by the board of directors, by the chief executive officer, or by one or more shareholders holding shares that in the aggregate are entitled to cast 10 percent or more of the votes at that meeting.

If a special meeting is called by anyone other than the board of directors, the person or persons calling the meeting will make a request in writing, delivered personally or sent by registered mail, by telegram, or by electronic transmission to the chief executive officer or secretary, specifying the time and date of the meeting (which shall not be less than 35 nor more than 60 days after receipt of the request) and the general nature of the business proposed to be transacted. Within 20 days after receipt, the officer receiving the request will cause notice to be given to the shareholders entitled to vote, stating that a meeting will be held at the time requested by the person(s) calling the meeting, and stating the general nature of the business proposed to be transacted. If notice is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice.

Section 4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of shareholders will be sent or otherwise given not fewer than 10 nor more than 60 days before the date of the meeting. Shareholders entitled to notice will be determined in accordance with Section 11 of this Article II. The notice will specify the place, date, and hour of the meeting, and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters that the board of directors, at the time of giving the notice, intends to present for action by the shareholders. If directors are to be elected, the notice will include the names of all nominees whom the board intends, at the time of the notice, to present for election.

If the meeting is to be held in whole or in part by electronic transmission, the notice shall state the means of electronic transmission by and to the corporation or electronic video screen communication, if any, by which shareholders may participate in that meeting.

The notice will also state the general nature of any proposed action to be taken at the meeting to approve any of the following matters:

- (i) A transaction in which a director has a financial interest, within the meaning of California Corporations Code §310;
- (ii) An amendment of the articles of incorporation under Corporations Code §902;
- (iii) A reorganization under Corporations Code §1201;
- (iv) A voluntary dissolution under Corporations Code §1900; or
- (v) A distribution in dissolution that requires approval of the outstanding shares under Corporations Code §2007.

Section 5. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE.

Notice of any shareholders' meeting will be given either personally or by first-class mail or other written communication (including telegram or electronic transmission by the corporation), charges prepaid, addressed to the shareholder at the physical or electronic address appearing on the corporation's books or given by the shareholder to the corporation for purposes of notice. If no address appears on the corporation's books and has not been given as specified above, notice will be either (1) sent by first-class mail addressed to the shareholder at the corporation's principal executive office, or (2) published at least once in a newspaper of general circulation in the county where the corporation's principal executive office is located. Notice is deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

If any notice or report mailed to a shareholder at the address appearing on the corporation's books is returned marked to indicate that the United States Postal Service is unable to deliver the document to the shareholder at that address, all future notices or reports will be deemed to have been duly given without further mailing if the corporation holds the document available for the shareholder on written demand at the corporation's principal executive office for a period of one year after the date the notice or report was given to all other shareholders.

Notice shall not be given by electronic transmission by the corporation after either of the following: (1) the corporation is unable to deliver two consecutive notices to the shareholder by that means, or (2) the inability to so deliver such notices to the shareholder becomes known to the secretary, any assistant secretary, the transfer agent, or other person responsible for the giving of the notice.

An affidavit of the mailing, or other authorized means of transmitting, of any notice of shareholders' meeting, report, or other document sent to shareholders may be executed by the

corporation's secretary, assistant secretary, or transfer agent and, if executed, will be filed and maintained in the minute book of the corporation.

Section 6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of the shareholders will constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave fewer than a quorum, if any action taken is approved by at least a majority of the shares required to constitute a quorum, unless the General Corporation Law requires the vote of a greater number of shareholders or a vote by classes.

Section 7. ADJOURNED MEETING; NOTICE. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 6 of this Article II.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place (or the means of electronic transmission by and to the corporation or electronic video screen communication, if any, by which shareholders may participate) are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than 45 days after the date set for the original meeting, in which case notice shall be given. At any adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

Section 8. VOTING. The shareholders entitled to vote at any meeting of shareholders will be determined in accordance with Section 11 of this Article II, subject to the provisions of the California Corporations Code §§702-704 relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership. The shareholders' vote may be by voice vote or by ballot, provided, however, that any election for directors must be by ballot if demanded by any shareholder before the voting has begun. On any matter other than the election of directors, any shareholder may vote part of the shares the shareholder is to vote in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of shares that the shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares that the shareholder is entitled to vote. If a quorum is present (or if a quorum has been present earlier at the meeting but some shareholders have withdrawn), the affirmative vote of a majority of the shares represented and voting, provided such shares voting affirmatively also comprise a majority of the number of shares required for a quorum, will constitute an act of the shareholders unless the vote of a greater number or a vote by classes is required by law or by the articles of incorporation or these bylaws.

At a shareholders' meeting at which directors are to be elected, no shareholder will be entitled to cumulate votes (i.e., cast for any candidate a number of votes greater than the number of votes which that shareholder normally would be entitled to cast), unless the candidates' names have been placed in nomination before commencement of the voting and a shareholder has given notice at the meeting, before the voting has begun, of the shareholder's intention to cumulate votes. If any shareholder has given such a notice, then all shareholders entitled to vote may cumulate their votes for candidates in nomination. Thus each such shareholder may give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled, or may distribute the shareholder's votes on the same principle among any or all of the candidates. The candidates receiving the highest number of votes, up to the number of positions to be filled, will be elected.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of shareholders, either annual or special, however called and noticed and wherever held, will be as valid as though they were had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if each person entitled to vote who was not present in person or by proxy, either before or after the meeting, signs a written waiver of notice or a consent to holding the meeting or an approval of the minutes of the meeting. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of the shareholders, except that the waiver of notice or consent must state the general nature of the action or proposed action if such action is specified in the California Corporations Code §601(f), i.e.,

- (i) A transaction in which a director has a financial interest, within the meaning of Corporations Code §310;
- (ii) An amendment of the articles of incorporation under Corporations Code §902;
- (iii) A reorganization under Corporations Code §1201;
- (iv) A voluntary dissolution under Corporations Code §1900; or
- (v) A distribution in dissolution that requires approval of the outstanding shares under Corporations Code §2007.

All waivers, consents, and approvals will be filed with the corporate records or made a part of the minutes of the meeting.

A shareholder's attendance at a meeting also constitutes a waiver of notice of that meeting, unless the shareholder at the beginning of the meeting objects to the transaction of any business on the ground that the meeting was not lawfully called or convened. In addition, attendance at a meeting does not constitute a waiver of any right to object to consideration of matters required by law to be included in the notice of the meeting which were not so included, if that objection is expressly made at the meeting.

Section 10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action that could be taken at an annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted.

Directors may be elected by written consent of the shareholders without a meeting only if the written consents of all outstanding shares entitled to vote are obtained, except that vacancies on the board (other than vacancies created by removal) not filled by the board may be filled by the written consent of the holders of a majority of the outstanding shares entitled to vote.

All consents will be filed with the secretary of the corporation and will be maintained in the corporate records. Any shareholder or other authorized person who has given a written consent may revoke it by a writing received by the secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice will be given of any corporate action approved by shareholders without a meeting by less than unanimous consent to those shareholders entitled to vote who have not consented in writing. As to approvals required by California Corporations Code §310 (transactions in which a director has a financial interest), §317 (indemnification of corporate agents), §1201 (corporate reorganization), or §2007 (certain distributions on dissolution), notice of the approval will be given at least ten days before the consummation of any action authorized by the approval.

Section 11. RECORD DATE FOR SHAREHOLDER NOTICE OF MEETING, VOTING, AND GIVING CONSENT.

(a) For purposes of determining the shareholders entitled to receive notice of and vote at a shareholders' meeting or give written consent to corporate action without a meeting, the board may fix in advance a record date that is not more than 60 nor less than 10 days before the date of a shareholders' meeting, or not more than 60 days before any other action.

(b) If no record date is fixed:

(i) The record date for determining shareholders entitled to receive notice of and vote at a shareholders' meeting will be the business day next preceding the day on which notice is given, or, if notice is waived as provided in Section 9 of this Article II, the business day next preceding the day on which the meeting is held.

(ii) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, if no prior action has been taken by the board, will be the day on which the first written consent is given.

(iii) The record date for determining shareholders for any other purpose will be as set forth in Section 1 of Article VIII of these bylaws.

(c) A determination of shareholders of record entitled to receive notice of and vote at a shareholders' meeting will apply to any adjournment of the meeting unless the board fixes a new record date for the adjourned meeting. However, the board will fix a new record date if the adjournment is to a date more than 45 days after the date set for the original meeting.

(d) Only shareholders of record on the corporation's books at the close of business on the record date will be entitled to any of the notice and voting rights listed in subsection (a) of this section, notwithstanding any transfer of shares on the corporation's books after the record date, except as otherwise required by law.

Section 12. PROXIES. Every person entitled to vote for directors or on any other matter will have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy will be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy that does not state that it is irrevocable will continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by attendance at the meeting and voting in person by the person executing the proxy or by a subsequent proxy executed by the same person and presented at the meeting; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy will be valid after the expiration of 11 months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable will be governed by the provisions of the California Corporations Code §§705(e) and 705(f).

ARTICLE III

DIRECTORS

Section 1. POWERS. Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation will be managed and all corporate powers will be exercised by or under the direction of the board of directors.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of directors will be one, provided that this number shall be increased to two at any time that the

corporation has two shareholders and to three at any time that the corporation has three or more shareholders.

Section 3. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors will be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, will hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

No reduction of the authorized number of directors will have the effect of removing any director before that director's term of office expires.

Section 4. VACANCIES. A vacancy in the board of directors will be deemed to exist: (1) if a director dies, resigns, or is removed by the shareholders or an appropriate court, as provided in the California Corporations Code §303 or §304; (2) if the board of directors declares vacant the office of a director who has been convicted of a felony or declared of unsound mind by an order of court; (3) if the authorized number of directors is increased; or (4) if at any shareholders' meeting at which one or more directors are elected, the shareholders fail to elect the full authorized number of directors to be voted for at that meeting.

Any director may resign effective on giving written notice to the chair of the board, the president, the secretary, or the board of directors, unless the notice specifies a later effective date. If the resignation is effective at a future time, the board may elect a successor to take office when the resignation becomes effective.

Except for a vacancy caused by the removal of a director, vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with Corporations Code §307, or (2) a sole remaining director.

A vacancy on the board caused by the removal of a director may be filled only by the shareholders, except that a vacancy created when the board declares the office of a director vacant as provided in clause (2) of the first paragraph of this section of the bylaws may be filled by the board of directors.

The shareholders may elect a director at any time to fill a vacancy not filled by the board of directors.

The term of office of a director elected to fill a vacancy will run until the next annual meeting of the shareholders, and such a director will hold office until a successor is elected and qualified.

Section 5. PLACE OF MEETINGS; TELEPHONE MEETINGS. Regular meetings of the board of directors may be held at any place within or outside the State of California as designated from time to time by the board. In the absence of a designation, regular meetings will

be held at the principal executive office of the corporation. Special meetings of the board will be held at any place within or outside the State of California designated in the notice of the meeting, or if the notice does not state a place, or if there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone, electronic video screen communication, or electronic communication by and to the corporation. Participation in a meeting through the use of conference telephone or electronic video screen communication will constitute presence in person at the meeting as long as all directors participating in the meeting are able to hear one another. Participation through electronic transmission by or to the corporation (other than by conference telephone and electronic video screen communication) constitutes presence in person if all directors participating can communicate with the other directors concurrently, and each director is provided the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

Section 6. ANNUAL DIRECTORS' MEETING. Immediately after each annual shareholders' meeting, the board of directors will hold a regular meeting at the same place, or at any other place that has been designated by the board of directors, to consider matters of organization, election of officers, and other business as desired. Notice of this meeting will not be required unless some place other than the place of the annual shareholders' meeting has been designated.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the board of directors will be held without call at times to be fixed by the board of directors from time to time. Such regular meetings may be held without notice.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors may be called for any purpose or purposes at any time by the president, any vice president, the secretary, or any two directors.

Special meetings will be held on 4 days' notice by mail or 48 hours' notice delivered personally or by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), telegraph, or electronic transmission by the corporation. Oral notice given personally or by telephone, or written notice given by electronic mail or facsimile, may be transmitted either to the director or to a person at the director's office who can reasonably be expected to communicate it promptly to the director. Written notice, if used, will be addressed to each director at the address shown on the corporation's records. The notice need not specify the purpose of the meeting, nor need it specify the place if the meeting is to be held at the principal executive office of the corporation.

Section 9. QUORUM. A majority of the authorized number of directors will constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present will be regarded as the act of the board of directors, subject to the provisions of Corporations Code §310 (concerning approval of contracts or transactions in which a director has a direct or indirect material financial interest), §311

(concerning appointment of committees), and §317(e) (concerning indemnification of directors). A meeting at which a quorum is initially present may continue to transact business, despite a withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 10. WAIVER OF NOTICE. Notice of a meeting, although otherwise required, need not be given to any director who (1) either before or after the meeting signs a waiver of notice or a consent to holding the meeting without being given notice, (2) signs an approval of the minutes of the meeting, or (3) attends the meeting without protesting the lack of notice before or at the beginning of the meeting. Waivers of notice or consents need not specify the purpose of the meeting. All waivers, consents, and approvals of the minutes will be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. ADJOURNMENT TO ANOTHER TIME OR PLACE. Whether or not a quorum is present, a majority of the directors present may adjourn any meeting to another time or place.

Section 12. NOTICE OF ADJOURNED MEETING. Notice of the time and place of resuming a meeting that has been adjourned need not be given unless the adjournment is for more than 24 hours, in which case notice will be given, before the time set for resuming the adjourned meeting, to the directors who were not present at the time of the adjournment. Notice need not be given in any case to directors who were present at the time of adjournment.

Section 13. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board of directors individually or collectively consent in writing to that action. Any action by written consent will have the same force and effect as a unanimous vote of the board of directors. All written consents will be filed with the minutes of the proceedings of the board of directors.

Section 14. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees of the board may be compensated for their services, and will be reimbursed for expenses, as fixed or determined by resolution of the board of directors. This section will not be construed to preclude any director from serving the corporation in any other capacity, as an officer, agent, employee, or otherwise, or from receiving compensation for those services.

ARTICLE IV

COMMITTEES

Section 1. COMMITTEES OF THE BOARD. The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors. The board may designate one or more directors as alternate members of any committee to replace any absent member at a committee meeting. The appointment of committee members or alternate members requires the vote of a majority of the

authorized number of directors. A committee may be granted any or all of the powers and authority of the board, to the extent provided in the resolution of the board of directors establishing the committee, except no committee may take any of the following actions:

- (a) Approving any action for which the California Corporations Code also requires the approval of the shareholders or of the outstanding shares;
- (b) Filling vacancies on the board of directors or any committee of the board;
- (c) Fixing directors' compensation for serving on the board or a committee of the board;
- (d) Adopting, amending, or repealing bylaws;
- (e) Amending or repealing any resolution of the board of directors that by its express terms is not so amendable or repealable;
- (f) Making distributions to shareholders, except at a rate or in a periodic amount or within a price range determined by the board of directors; or
- (g) Appointing other committees of the board or their members.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees will be governed by, and held and taken in accordance with, bylaw provisions applicable to meetings and actions of the board of directors, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that (1) the time of regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee; (2) special meetings of committees may also be called by resolution of the board of directors; and (3) notice of special meetings of committees will also be given to all alternative members who will have the right to attend all meetings of the committee. The board of directors may adopt rules for the governance of any committee not inconsistent with these bylaws.

ARTICLE V

OFFICERS

Section 1. OFFICERS. The officers of the corporation will be a president, a secretary, and a treasurer. The corporation may also have, at the discretion of the board of directors, a chair of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. APPOINTMENT OF OFFICERS. The officers of the corporation, except for subordinate officers appointed in accordance with Section 3 of this Article V, will be appointed by the board of directors, and will serve at the pleasure of the board of directors.

Section 3. SUBORDINATE OFFICERS. The board of directors may appoint, and may empower the president to appoint, other officers as required by the business of the corporation, whose duties will be as provided in the bylaws, or as determined from time to time by the board of directors or the president.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Any officer chosen by the board of directors may be removed at any time, with or without cause or notice, by the board of directors. Subordinate officers appointed by persons other than the board under Section 3 of this Article V may be removed at any time, with or without cause or notice, by the board of directors or by the officer by whom appointed. Officers may be employed for a specified term under a contract of employment if authorized by the board of directors; such officers may be removed from office at any time under this section, and will have no claim against the corporation or individual officers or board members because of the removal except any right to monetary compensation to which the officer may be entitled under the contract of employment.

Any officer may resign at any time by giving written notice to the corporation. Resignations will take effect on the date of receipt of the notice, unless a later time is specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation is not necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation to monetary damages under any contract of employment to which the officer is a party.

Section 5. VACANCIES IN OFFICES. A vacancy in any office resulting from an officer's death, resignation, removal, or disqualification, or from any other cause, will be filled in the manner prescribed in these bylaws for regular election or appointment to that office.

Section 6. PRESIDENT. Except to the extent that the board of directors assigns specific powers and duties to a chair of the board, the president will be the corporation's general manager and chief executive officer and, subject to the control of the board of directors, will have general supervision, direction, and control over the corporation's business and its officers. The managerial powers and duties of the president will include, but are not limited to, all the general powers and duties of management usually vested in the office of president of a corporation, and the president will have other powers and duties as prescribed by the board of directors or the bylaws. The president will preside at all meetings of the shareholders and, in the absence of the chair of the board or if there is no chair of the board, will also preside at meetings of the board of directors.

Section 7. SECRETARY

(a) Minutes. The secretary will keep, or cause to be kept, minutes of all of the shareholders' meetings and of all board meetings.

The secretary will keep, or cause to be kept, at the principal executive office or such other place as designated by the board of directors, a book of minutes of all meetings and actions of the shareholders, of the board of directors, and of committees of the board. The minutes of each meeting will state the time and place the meeting was held; whether it was regular or special; if special, how it was called or authorized; the names of directors present at board or committee meetings; the number of shares present or represented at shareholders' meetings; an accurate account of the proceedings; and when it was adjourned.

(b) Record of Shareholders. The secretary will keep, or cause to be kept, at the principal executive office or at the office of the transfer agent or registrar, a record or duplicate record of shareholders. This record will show the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of share certificates issued to each shareholder, and the number and date of cancellation of any certificates surrendered for cancellation.

(c) Notice of Meetings. The secretary will give notice, or cause notice to be given, of all shareholders' meetings, board meetings, and meetings of committees of the board for which notice is required by statute or by the bylaws. If the secretary or other person authorized by the secretary to give notice fails to act, notice of any meeting may be given by any other officer of the corporation.

(d) Other Duties. The secretary will have such other powers and perform such other duties as prescribed by the board of directors or by the bylaws.

Section 8. TREASURER. The treasurer will keep, or cause to be kept, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account at all reasonable times will be open to inspection by any director.

The treasurer will ensure that (1) corporate funds and other valuables in the corporation's name and to its credit are deposited with depositaries designated by the board of directors; (2) disbursements of corporate funds are made as authorized by the board; and (3) a statement of the corporation's financial condition and an account of all transactions is rendered whenever requested by the president or the board of directors. The treasurer will have such other powers and perform such other duties as prescribed by the board of directors or the bylaws.

Unless the board of directors has elected a separate chief financial officer, the treasurer will give any financial reports and execute any appropriate certificates or other documents.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

The corporation will, to the maximum extent permitted by the California General Corporation Law, have power to indemnify each of its agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the corporation, and will have power to advance to each such agent expenses incurred in defending any such proceeding to the maximum extent permitted by that law. For purposes of this Article, an “agent” of the corporation includes any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of an entity that was a predecessor entity of the corporation or of another enterprise serving at the request of such predecessor entity.

ARTICLE VII

RECORDS AND REPORTS

Section 1. MAINTENANCE OF SHAREHOLDER RECORD AND INSPECTION BY SHAREHOLDERS. The corporation will keep at its principal executive office or at the office of its transfer agent or registrar, as determined by resolution of the board of directors, a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders holding at least 5 percent in the aggregate of the outstanding voting shares of the corporation have the right to do either or both of the following:

(a) Inspect and copy the record of shareholders’ names and addresses and shareholdings during usual business hours, on five days’ prior written demand on the corporation, or

(b) Obtain from the corporation’s transfer agent, on written demand and tender of the transfer agent’s usual charges for this service, a list of the names and addresses of shareholders who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which a list has been compiled or as of a specified date later than the date of demand. This list will be made available within 5 days after (i) the date of demand or (ii) the specified later date as of which the list is to be compiled.

The record of shareholders will also be open to inspection on the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to the holder’s interests as a shareholder or holder of a voting trust certificate. Any inspection and copying under this section may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

Section 2. MAINTENANCE AND INSPECTION OF BYLAWS. The corporation will keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the bylaws as amended to date, which will be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in this state, the secretary will, on the written request of any shareholder, furnish to that shareholder a copy of the bylaws as amended to date.

Section 3. MAINTENANCE AND INSPECTION OF MINUTES AND ACCOUNTING RECORDS. The minutes of proceedings of the shareholders, board of directors, and committees of the board, and the accounting books and records, will be kept at the principal executive office of the corporation, or at such other place or places as designated by the board of directors. The minutes and the accounting books and records will be kept either in written form or in a form capable of being converted into written form. The minutes and accounting books and records will be open to inspection on the written demand of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and will include the right to copy and make extracts. These rights of inspection will extend to the records of each subsidiary of the corporation.

Section 4. INSPECTION BY DIRECTORS. Every director will have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

Section 5. ANNUAL REPORT TO SHAREHOLDERS. Inasmuch as, and for as long as, there are fewer than 100 shareholders, the requirement of an annual report to shareholders referred to in California Corporations Code §1501 is expressly waived. However, nothing in this provision will be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders, as the board considers appropriate.

If at any time the number of shareholders equals or exceeds 100, the first paragraph of Section 5 will be repealed, and the following provisions will be substituted:

The board of directors will cause an annual report to be sent to the shareholders not later than 120 days after the close of the fiscal year adopted by the corporation. This report will be sent at least 15 days (if third-class mail is used, 35 days) before the annual meeting of shareholders to be held during the next fiscal year and in the manner specified for giving notice to shareholders in these bylaws. The annual report will contain a balance sheet as of the end of the fiscal year and an income statement and a statement of changes in financial position for the fiscal year that are (1) prepared in accordance with generally accepted accounting principles applied on a consistent

basis and (2) accompanied by any report of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that the statements were prepared from the corporation's books and records without audit.

Section 6. FINANCIAL STATEMENTS. The corporation will keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the corporation on file in the corporation's principal executive office for 12 months; these documents will be exhibited at all reasonable times, or copies provided, to any shareholder on demand.

If no annual report for the last fiscal year has been sent to shareholders, on written request of any shareholder made more than 120 days after the close of the fiscal year, the corporation will deliver or mail to the shareholder, within 30 days after receipt of the request, a balance sheet as of the end of that fiscal year and an income statement and statement of changes in financial position for that fiscal year.

A shareholder or shareholders holding 5 percent or more of the outstanding shares of any class of stock of the corporation may request in writing an income statement for the most recent three-month, six-month, or nine-month period (ending more than 30 days before the date of the request) of the current fiscal year, and a balance sheet of the corporation as of the end of that period. If such documents are not already prepared, the treasurer will cause them to be prepared and will deliver the documents personally or mail them to the requesting shareholders within 30 days after receipt of the request. A balance sheet, income statement, and statement of changes in financial position for the last fiscal year will also be included, unless the corporation has sent the shareholders an annual report for the last fiscal year.

Quarterly income statements and balance sheets referred to in this section will be accompanied by the report, if any, of independent accountants engaged by the corporation or the certificate of an authorized corporate officer stating that the financial statements were prepared from the corporation's books and records without audit.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the shareholders entitled to receive payment of dividends or other distributions or allotment of rights, or entitled to exercise any rights in respect of any other lawful action (other than voting at and receiving notice of shareholders' meetings and giving written consent of the shareholders without a meeting), the board of directors may fix in advance a record date, which will be not more than 60 nor less than 10 days before the date of the dividend payment, distribution, allotment, or other action. If a record date is so fixed, only shareholders of record at the close of business on that date will be entitled to receive the

dividend, distribution, or allotment of rights, or to exercise the other rights, as the case may be, despite any transfer of shares on the corporation's books after the record date, except as otherwise provided by statute.

If the board of directors does not so fix a record date in advance, the record date will be at the close of business on the later of (1) the day on which the board of directors adopts the applicable resolution or (2) the 60th day before the date of the dividend payment, distribution, allotment of rights, or other action.

Section 2. AUTHORIZED SIGNATORIES FOR CHECKS. All checks, drafts, other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the corporation will be signed or endorsed by the person or persons in the manner authorized from time to time by resolution of the board of directors.

Section 3. EXECUTING CORPORATE CONTRACTS AND INSTRUMENTS. Except as otherwise provided in the articles or in these bylaws, the board of directors by resolution may authorize any officer, officers, agent, or agents to enter into any contract or to execute any instrument in the name of and on behalf of the corporation. This authority may be general or it may be confined to one or more specific matters. No officer, agent, employee, or other person purporting to act on behalf of the corporation will have any power or authority to bind the corporation in any way, to pledge the corporation's credit, or to render the corporation liable for any purpose or in any amount, unless that person was acting with authority granted by the board of directors as provided in these bylaws, or unless an unauthorized act was later ratified by the corporation.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation may be issued to each shareholder when any of the shares are fully paid.

In addition to certificates for fully paid shares, the board of directors may authorize the issuance of certificates for shares that are partly paid and subject to call for the remainder of the purchase price, provided that the certificates representing partly paid shares will state the total amount of the consideration to be paid for the shares and the amount actually paid.

All certificates will certify the number of shares and the class or series of shares represented by the certificate. All certificates will be signed in the name of the corporation by (1) either the president or any vice president, and (2) either the treasurer, chief financial officer, any assistant treasurer, the secretary, or any assistant secretary.

Any or all of the signatures on the certificate may be facsimile. If any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate will have ceased to be that officer, transfer agent, or registrar before that certificate is issued, the certificate may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

Section 5. LOST CERTIFICATES. Except as provided in this Section 5, no new certificates for shares will be issued to replace old certificates unless the old certificate is surrendered to the corporation for cancellation at the same time. If share certificates or certificates for any other security have been lost, stolen, or destroyed, the board of directors may authorize the issuance of replacement certificates on terms and conditions as required by the board, which may include a requirement that the owner give the corporation a bond (or other adequate security) sufficient to indemnify the corporation against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft, or destruction of the old certificate or the issuance of the replacement certificate.

Section 6. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in California Corporations Code §§1-195 govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person.

ARTICLE IX

AMENDMENTS

Section 1. AMENDMENT BY BOARD OF DIRECTORS OR SHAREHOLDERS. Except as otherwise required by law or by the articles of incorporation, these bylaws may be amended or repealed, and new bylaws may be adopted, by the board of directors or by the holders of a majority of the outstanding shares entitled to vote.

**CERTIFICATION OF BYLAWS
OF
MR. SPARKLE, INC.
A California Corporation**

CERTIFICATE OF ADOPTION OF BYLAWS

The undersigned hereby certifies that he is the duly elected, qualified, and acting Secretary of Mr. Sparkle, Inc. and that the foregoing bylaws, comprising seventeen (17) pages, were adopted as the corporation's bylaws by the Board of Directors on February 14, 2017.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 14th day of February, 2017.

Dylan Kelly, Secretary

Mr. Sparkle Inc. Offering Memorandum

Exhibit C

Subscription Agreement

MR. SPARKLE, INC.
SERIES A PREFERRED STOCK
SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “**Agreement**”) is made and entered into by and between Mr. Sparkle, Inc., a California corporation (the “**Company**”), and the undersigned investor (“**Investor**”) as of the date set forth on the Company’s signature page hereto.

1. Subscription. Investor hereby subscribes for and agrees to purchase the number of shares of the Company’s Series A Preferred Stock (“**Shares**”) set forth on the signature page hereto, at a purchase price of \$100.00 per Share (the “**Purchase Price**”), subject to the terms and conditions of this Agreement. The minimum subscription amount is 25 Shares (for a minimum aggregate Purchase Price of \$2,500) (the “**Minimum Subscription**”).

2. Payment. Together with Investor’s execution and delivery to the Company of this Agreement, Investor shall pay the aggregate Purchase Price by check or other form of payment accepted by the Company. Payment by check shall be made payable to “Mr. Sparkle, Inc.” and mailed to the Company’s address set forth on the signature page hereto.

3. Dividend Rights. The Shares will earn dividends at an annual rate of 5% of the original purchase price of such shares (as adjusted for any stock dividend, stock split, combination or other similar recapitalization with respect to the Shares). Such dividends will be paid in cash annually within 60 days from the end of the Company’s fiscal year, December 31.

4. Liquidation Preference. In the event of any liquidation of the Company, or any sale of the Company through merger or sale of assets, holders of the Shares will be entitled to receive an amount equal to the original purchase price of such Shares (as adjusted for any stock dividend, stock split, combination or other similar recapitalization with respect to the stock) plus the amount of accrued but unpaid dividends thereon, prior to any payments being made to the holders of the Company’s common stock in respect of such holders’ shares of such common stock.

5. Redemption. The Company may, at any time and in its sole discretion, redeem any Shares, at a redemption price equal to the original purchase price of such Shares (as adjusted for any stock dividend, stock split, combination or other similar recapitalization with respect to the stock) plus the amount of accrued but unpaid dividends thereon (“**Redemption Price**”). The Company may, in its sole discretion, redeem Shares held by certain holders without redeeming Shares held by other holders. The Company anticipates, but does not guarantee, that it will redeem all outstanding Shares between 5 and 10 years after this offering closes. Anytime after 5 years from issuance, holders may request redemption of their Shares at 100% of the Redemption Price by submitting a written request for redemption to the Company. At any time after 10 years from issuance, holders of Preferred Stock may request redemption of their Preferred Stock at 110% of the Redemption Price by submitting a written request for redemption to the Company. The Company will take requests for redemption on a first come basis and reserves the right to limit, postpone or refuse the redemption if, in its sole discretion, the Company determines that a requested redemption may impair the Company’s ability to operate effectively.

6. Acceptance/Rejection of Subscriptions. Notwithstanding Investor's execution and delivery to the Company of this Agreement or any payment made by Investor to the Company in connection herewith, the Company may choose for any reason not to sell any Shares to Investor or to sell to Investor a number of Shares that is less than the number of Shares proposed to be purchased by Investor (but not less than the Minimum Subscription). If the Company agrees to sell Shares to Investor (whether the full number of Shares proposed to be purchased by Investor or a lesser number), then this Agreement shall constitute an irrevocable commitment by Investor to purchase the applicable number of Shares, the Company shall countersign and return to Investor a copy of this Agreement and, subject to receiving payment of the Purchase Price, the Company shall deliver to Investor a certificate representing the Shares (or, if the Shares are uncertificated, a notice of issuance for the Shares). If the Company chooses not to sell any Shares to Investor, the Company shall return to Investor any payment made by Investor to the Company in connection herewith, and thereupon this Agreement shall be of no further force or effect. If the Company chooses to sell to Investor a number of Shares that is less than the number of Shares proposed to be purchased by Investor, the Company shall promptly return to Investor any portion of any payment made by Investor to the Company in connection herewith that exceeds the aggregate Purchase Price for the number of Shares being sold to Investor hereunder.

7. Representations, Warranties, and Covenants of the Investor. Investor represents and warrants to the Company, and covenants, as follows:

(a) Offering Memorandum. Investor has received a copy of and has carefully read the disclosure document relating to the offering of the Shares, including the Company's articles of incorporation and bylaws and all other exhibits thereto (the "**Offering Memorandum**"), and Investor fully understands (i) the rights, preferences, privileges and restrictions of the Shares, as described in the Offering Memorandum, including the Company's articles of incorporation and bylaws, and this Agreement, and (ii) the risks associated with investing in the Shares. Without limiting the foregoing, Investor understands that the offer and sale of the Shares is made pursuant to, and subject to the terms and conditions of (including transfer restrictions imposed under), a permit granted by the California Department of Business Oversight.

(b) Suitability Requirements; California Residency. Investor satisfies the suitability requirements set forth in the Offering Memorandum. Without limiting the foregoing, (i) if Investor is an individual, his or her principal residence is in the state of California, and (ii) if Investor is an entity, its principal office is within the state of California.

(c) Able to Assess Risks. Investor has the requisite knowledge to assess the relative merits and risks of the investment contemplated hereby or has relied upon the advice of Investor's professional advisors with regard to the investment contemplated hereby. Investor acknowledges that the Company has made available to Investor the opportunity to ask questions of and receive answers from the Company's officers and directors concerning the terms and conditions of this Agreement, the business and financial condition of the Company and the rights, preferences, privileges and restrictions of the Shares, and Investor has received to its satisfaction such information regarding such matters as Investor has requested.

(d) Investor Advised to Seek Representation. Investor understands that nothing in this Agreement or any other materials made available to Investor by or on behalf of the Company in connection with the offer and sale of the Shares constitutes legal, tax or investment advice. The Company has advised Investor to consult with such legal, tax and investment advisors as Investor, in its sole discretion, deems necessary or appropriate in connection with an investment in the Shares.

(e) No Finder's Fee. Investor is not and will not be (and, if applicable, none of Investor's officers, directors, employees or agents is or will be) obligated for any finder's or broker's fee or commission in connection with the transactions contemplated hereby.

(f) Complete Information. All information provided by Investor to the Company in connection with the purchase of Shares is true, correct and complete as of the date hereof, and if there should be any change in such information, Investor will promptly provide the Company with appropriate updated information.

(g) Authority; Binding Agreement. Investor has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken any necessary actions to authorize its execution, delivery and performance of this Agreement. This Agreement, when countersigned by the Company, constitutes a valid and binding obligation of Investor, enforceable against Investor in accordance with its terms, except as enforceability may be limited by applicable law.

(h) Indemnity. Investor shall indemnify and hold harmless the Company and its officers, directors, employees and agents from and against any and all losses, damages, liabilities, costs or expenses, including reasonable attorney's fees, incurred or suffered by them as a result of any breach of Investor's representations, warranties and covenants hereunder.

8. Limitations on Transfer; Right of First Refusal.

(a) Limitations on Transfers.

(i) Investor shall not, directly or indirectly, offer, sell, pledge, transfer, or otherwise dispose of (or solicit any offers to buy, take a pledge of or otherwise receive or acquire) any Shares except in compliance with this Agreement, the Company's articles of incorporation and bylaws and any applicable state or federal securities laws, including rules and regulations thereunder.

(ii) Investor acknowledges and agrees that, for a period of six (6) months after an investor purchases the securities described herein, all resales of the securities, by any person, will be made only to persons resident within the state of California (the "Rule 147A Resale Limitation");

(iii) Investor acknowledges that any certificate representing the Shares (or, if the Shares are uncertificated, any notice of issuance for the Shares), including any certificate issued (or notice of issuance delivered) upon any transfer of the Shares, will bear the following legends:

(A) “THE SECURITIES REFERENCED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS. WITHOUT LIMITING THE FOREGOING, DURING THE PERIOD IN WHICH SECURITIES THAT ARE PART OF THE SAME ISSUE AS THE SECURITIES REFERENCED HEREIN ARE BEING OFFERED AND SOLD BY THE ISSUER OF THE SECURITIES REFERENCED HEREIN, AND FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE OF SUCH SECURITIES TO INVESTOR, ALL RESALES OF THE SECURITIES REFERENCED HEREIN, BY ANY PERSON, SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN THE STATE OF CALIFORNIA.”

(B) “THE SECURITIES REFERENCED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER, RESTRICTIONS ON VOTING RIGHTS AND AN IRREVOCABLE PROXY, ALL AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE HOLDER THEREOF, A COPY OF WHICH IS ON FILE WITH AND MAY BE OBTAINED FROM THE SECRETARY OF THE COMPANY AT NO CHARGE.”

(C) “IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THE SECURITIES REFERENCED HEREIN, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF THE DEPARTMENT OF BUSINESS OVERSIGHT OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER’S RULES.”

(b) Right of First Refusal.

(i) Notice of Proposed Transfer. If Investor or any transferee of the Shares (collectively, “**Holder**”) proposes to sell or otherwise transfer (including by gift or operation of law) any Shares, then (x) prior to consummating such sale or transfer, Holder shall deliver to the Company a written notice (the “Transfer Notice”) stating (1) the name of each proposed purchaser or transferee (“Proposed Transferee”), (2) the number of Shares proposed to be sold or transferred to each Proposed Transferee, (3) the terms and conditions, including purchase price, of each proposed sale or transfer, and (4) Holder’s offer to the Company to purchase the Shares upon the same terms and conditions, including purchase price, as those described in the Transfer Notice (or upon terms and conditions as similar as reasonably possible to those described in the Transfer Notice) (the “Applicable Terms”), and (y) Holder shall not consummate such sale or transfer except in accordance with clauses (iv) or (v) below.

(ii) Exercise of Right of First Refusal. At any time within 30 days after the Company receives the Transfer Notice, the Company shall have the right, exercisable by written notice to Holder during such period, to purchase any or all of the Shares described in the Transfer Notice upon the Applicable Terms; provided, however, that (x) if the purchase price described in the Transfer Notice consists of no legal consideration (as, for example, in the case of a transfer by gift), the applicable purchase price for the Company shall be the fair market value of the Shares as determined in good faith by the Company, and (y) if the purchase price described in the Transfer Notice includes non-cash consideration, the applicable purchase price

for the Company shall reflect the cash equivalent value of such non-cash consideration as determined in good faith by the Company.

(iii) Payment. If the Company exercises its right of first refusal under clause (ii) above, the Company shall pay the applicable purchase price, at the election of the Company, in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of Holder to the Company or by any combination thereof, within 60 days after receipt of the Transfer Notice or in such other manner or at such other time as may be mutually agreed by the Company and the Holder.

(iv) Holder's Right to Transfer. If the Company does not exercise its right to purchase all of the Shares described in the Transfer Notice within the applicable time period, then Holder may sell or otherwise transfer the unpurchased Shares to the Proposed Transferee(s) described in the Transfer Notice upon the terms and conditions, including purchase price, described in the Transfer Notice (or upon terms and conditions, including purchase price, less favorable to the Proposed Transferee), so long as (x) such sale or transfer is consummated within 120 days after the date of the Transfer Notice, (y) such sale or transfer is effected in accordance with applicable laws and (z) without limiting Section 8(d), any such Proposed Transferee agrees in writing that the provisions of this Agreement (including the transfer restrictions and covenants of Investor hereunder) shall continue to apply to the Shares in the hands of such Proposed Transferee and otherwise be binding upon such Proposed Transferee to the same extent as such provisions would (but for any such transfer) be binding on Investor. If such Shares are not so transferred to such Proposed Transferee(s) within such period, then the provisions of this Section 8(b) shall once again apply to any proposed sale or other transfer of Shares.

(v) Exception for Certain Family Transfers. Notwithstanding anything to the contrary in this Section 8(b), the transfer of any or all of the Shares during Holder's lifetime or on Holder's death by will or intestacy to Holder's Close Family or a trust for the benefit of Holder or Holder's Close Family shall be exempt from the provisions of this Section 8(b). "Close Family" means (x) any spouse, domestic partner, child, parent, sibling, grandparent or grandchild or (y) any other close relative (including adoptive and in-law relationships) approved in good faith by the Company.

(vi) Assignment of Rights. The Company's rights to purchase Shares under this Section 8(b) may be assigned by the Company, in whole or in part, to any other person or entity, without any requirement that the Company obtain Holder's consent to such assignment.

(c) No Transfer to Competitors. Without limiting Section 8(b), without the prior written consent of the Company, Holder shall not sell or otherwise transfer (including by gift or operation of law) any Shares to (i) any third party that sells or provides, or intends to sell or provide, any products or services that directly or indirectly compete with any products or services sold or provided by the Company ("**Competitor**"), (ii) any director or officer of any Competitor or (iii) any person who owns, or is part of group acting in unison that owns, more than 5% of the outstanding voting securities of any Competitor.

(d) Transfer Restrictions and Covenants Binding on Transferees. The transfer restrictions and covenants of Investor under this Agreement shall continue to apply to the Shares in the hands of any transferee of the Shares and otherwise be binding upon any transferee of the Shares to the same extent as such transfer restrictions and covenants would (but for any such transfer) be binding on Investor.

(e) Stop-Transfer Instructions; Refusal to Transfer. Investor acknowledges that, to ensure compliance with the restrictions set forth herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records. In addition, the Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom any Shares have been sold or otherwise transferred in violation of any of the provisions of this Agreement.

9. Covenants of the Company.

(a) Annual Report. For so long as Investor holds Shares, the Company shall deliver to Investor a written annual report describing the Company’s financial performance in its most recently completed fiscal year; provided, however, that Investor shall not disclose any confidential or proprietary information in any such report to any third party, or use any such information for any purpose other than monitoring Investor’s investment in the Company, in each case without the prior written consent of the Company. Each such annual report shall be delivered to Investor at the same time as such annual report is generally delivered to holders of the Company’s Series A Preferred Stock.

(b) Perks. For so long as Investor holds Shares, Investor shall be entitled to participate in any programs or discounts generally offered by the Company to its direct public offering investors. Such perks will include 1) a Mr. Sparkle t-shirt for every investor; 2) for investors who have invested between \$2,500 and \$4,999, an annual 5% discount coupon for services (up to \$50 discount per year); 3) for investors who have invested between \$5,000 and \$9,999, an annual 10% discount coupon or services (up to \$100 discount per year); and 4) for investors who have invested \$10,000 or more, an annual 10% discount coupon for services (up to \$200 discount per year).

10. Covenants of Investor.

(a) Approval of Certain Corporate Actions. In the event that the board of directors of the Company and the holders of the Company’s common stock approve in writing either (i) a Deemed Liquidation Event (as defined in the Company’s articles of incorporation) or (ii) any amendment to the Company’s articles of incorporation for the sole purpose of increasing the authorized number of shares of the Company’s Series A Preferred Stock, in either case ((i) or (ii)) specifying that this provision shall apply to such action (a “**Corporate Action**”), then Investor shall (x) if such Corporate Action requires approval of the holders of the Company’s Series A Preferred Stock, vote (in person, by proxy or by action by written consent, as applicable) all of Investor’s Shares in favor of, and adopt, such Corporate Action (and any

related actions necessary to give effect to such Corporate Action) and vote in opposition to any other proposal that could delay or impair the ability of the Company to consummate such Corporate Action, (y) execute and deliver any related documentation and take any other action in support of such Corporate Action as may be reasonably requested by the Company in order to carry out the purposes of this Section 10, and (z) to refrain from exercising any applicable dissenters' rights or rights of appraisal in connection with such Corporate Action.

(b) Exception. Notwithstanding the foregoing, Investor shall not be required to comply with Investor's obligations under Section 10(a) in connection with any proposed Deemed Liquidation Event unless, upon the consummation of such Deemed Liquidation Event, (i) each holder of shares of the Company's Series A Preferred Stock will receive, in respect of such shares of such holder, the same form and per share amount of consideration as is received by each other holder of shares of the Company's Series A Preferred Stock, in respect of such shares of such other holder, and (ii) the aggregate consideration receivable by all holders of the Company's capital stock will be allocated among such holders on the basis of the relative liquidation preferences to which such holders are entitled in accordance with the Company's articles of incorporation.

(c) Grant of Irrevocable Proxy, Power of Attorney and Authorization. Solely to the extent that Investor fails to comply with Investor's obligations under Section 10(a) (excluding, for clarity, scenarios in which Investor is not required to comply with such obligations in accordance with Section 10(b)), Investor hereby constitutes and appoints as Investor's proxy, and grants a power of attorney (with full power of substitution) to, the President of the Company for the purpose of voting such Investor's Shares or taking such other actions on behalf of such Investor, and hereby authorizes the President of the Company to vote such Shares or take such other actions on behalf of such Investor, in each case as may be required by Section 10(a). Each of the proxy, power of attorney and authorization granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company in connection with the transactions contemplated by this Agreement and, as such, is coupled with an interest and shall be irrevocable and perpetual. Investor shall not grant or purport to grant any proxy, power of attorney or authorization that conflicts with the proxy, power of attorney and authorization granted hereunder.

11. General Provisions.

(a) Consent of Spouse. If Investor is an individual with a spouse, Investor shall cause such spouse to execute and deliver to the Company the consent set forth in Exhibit A hereto.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

(c) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(d) Amendments and Waivers. No modification of or amendment to this Agreement shall be effective unless in writing signed by the parties, and no waiver of any rights under this Agreement shall be effective unless in writing signed by the waiving party.

(e) Successors and Assigns. Investor may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Company, and any attempted assignment in violation of this provision shall be null and void. Subject to the foregoing and the transfer restrictions described herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

(f) Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page hereto (as may be subsequently updated by written notice to the other party), or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(g) Severability. If any provision of this Agreement is held to be unenforceable under applicable law in any context, such provision shall be deemed limited or modified to the minimum extent necessary to render it enforceable under applicable law in such context, and the remainder of this Agreement shall remain in full force and effect.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. An executed signature page of this Agreement delivered by facsimile transmission or by electronic mail in "portable document format" (".pdf") shall be as effective as an original executed signature page.

(i) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the Company's articles of incorporation or bylaws by email or any other electronic means. Investor hereby consents to receive such documents and notices by such electronic delivery.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth on the Company's signature page hereto.

Number of Shares*: _____

Total Purchase Price (at \$100.00 per Share)*: _____

Title to the Shares shall be registered as follows: _____

INVESTOR:

(Only one name, signature and social security number is required for a married couple)

Name: _____

Address: _____

Signature: _____

Title: _____

If signing for an entity

Telephone: _____

Social Security Number or Taxpayer ID Number:

Email: _____

Date of Birth: _____

CERTIFICATION:

Under penalties of perjury, Investor hereby certifies that: (a) the taxpayer ID number or social security number shown above is the correct taxpayer identification number issued to Investor; (b) Investor is not subject to backup withholding because: (i) Investor is exempt from backup withholding, or (ii) Investor has not been notified by the Internal Revenue Service (IRS) that Investor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Investor that it is no longer subject to backup withholding; and (c) Investor is a U.S. citizen or other U.S. person.

** Note: the minimum subscription is 25 Shares (for a minimum total purchase price of \$2,500).*

[Signature Page to Subscription Agreement]

MR. SPARKLE, INC.

By: _____
(Signature)

Name: Dylan Kelly
Title: President

Date: _____

Address:
11881 Skyline Blvd #B
Oakland, Ca 94619
Dylan@mrsparkle.biz

Mr. Sparkle Inc. Offering Memorandum

Exhibit D

Section 260.141.11 Restriction on Transfer

Exhibit D
California Code of Regulations Section 260.141.11

It is unlawful for the holder of [this] security to consummate a sale or transfer of such security, or any interest therein, without the prior written consent of the Commissioner (until this condition is removed pursuant to Section 260.141.12 of these rules), except:

- (1) to the issuer;
- (2) pursuant to the order or process of any court;
- (3) to any person described in Subdivision (i) of Section 25102 of the Code or Section 260.105.14 of these rules;
- (4) to the transferor's ancestors, descendants or spouse, or any custodian or trustee for the account of the transferor or the transferor's ancestors, descendants, or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee's ancestors, descendants or spouse;
- (5) to holders of securities of the same class of the same issuer;
- (6) by way of gift or donation inter vivos or on death;
- (7) by or through a broker-dealer licensed under the Code (either acting as such or as a finder) to a resident of a foreign state, territory or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities law of the foreign state, territory or country concerned;
- (8) to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;
- (9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner's written consent is obtained or under this rule not required;
- (10) by way of a sale qualified under Sections 25111, 25112, 25113, or 25121 of the Code, of the securities to be transferred, provided that no order under Section 25140 or subdivision (a) of Section 25143 is in effect with respect to such qualification;
- (11) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;
- (12) by way of an exchange qualified under Section 25111, 25112 or 25113 of the Code, provided that no order under Section 25140 or subdivision (a) of Section 25143 is in effect with respect to such qualification;

(13) between residents of foreign states, territories or countries who are neither domiciled nor actually present in this state;

(14) to the State Controller pursuant to the Unclaimed Property Law or to the administrator of the unclaimed property law of another state; or

(15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if, in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;

(16) by a trustee to a successor trustee when such transfer does not involve a change in the beneficial ownership of the securities;

(17) by way of an offer and sale of outstanding securities in an issuer transaction that is subject to the qualification requirement of Section 25110 of the Code but exempt from that qualification requirement by subdivision (f) of Section 25102; provided that any such transfer is on the condition that any certificate evidencing the security issued to such transferee shall contain the legend required by this section.

Mr. Sparkle Inc. Offering Memorandum

Exhibit E

Financials

Mr. Sparkle Window Washers

PROFIT AND LOSS

January 1 - March 15, 2017

	TOTAL		
	JAN 1 - MAR 15, 2017	JAN 1 - MAR 15, 2016 (PP)	% CHANGE
INCOME			
Discounts & Adjustments	-411.00	-6,207.90	93.38 %
Fees	87.98	71.72	22.67 %
Reimbursed Expenses		-83.27	100.00 %
Services	156,752.25	141,673.10	10.64 %
Total Income	\$156,429.23	\$135,453.65	15.49 %
COST OF GOODS SOLD			
Cost of Goods Sold	-60.73		
Direct Labor Gross Wages	51,819.13	50,937.93	1.73 %
Direct Labor Payroll Taxes	14,674.67	9,248.99	58.66 %
Direct Labor WC & Gen Liab			
Liability Insurance	1,051.49	-3,647.51	128.83 %
Work Comp	17,620.26	13,737.00	28.27 %
Total Direct Labor WC & Gen Liab	18,671.75	10,089.49	85.06 %
Field Equipment Costs			
Equipment	713.55		
Fld Equipment Repairs		90.64	-100.00 %
Total Field Equipment Costs	713.55	90.64	687.24 %
Job Materials	883.74	11,256.90	-92.15 %
Laundry Expenses	507.00	894.25	-43.30 %
Total Job Materials	1,390.74	12,151.15	-88.55 %
Total Cost of Goods Sold	\$87,209.11	\$82,518.20	5.68 %
GROSS PROFIT	\$69,220.12	\$52,935.45	30.76 %
EXPENSES			
Bad Debt	880.00		
Bank Service Charges	77.00	52.00	48.08 %
PayPal Fees	423.73	277.97	52.44 %
Total Bank Service Charges	500.73	329.97	51.75 %
Cell Phone	336.25	819.57	-58.97 %
Employee Benefits		97.00	-100.00 %
Health Insurance	3,329.84	461.51	621.51 %
Total Employee Benefits	3,329.84	558.51	496.20 %
Facility Expenses			
Internet Expense	264.75	229.75	15.23 %
Rent	2,700.00	2,700.00	0.00 %
Telephone	875.27	824.89	6.11 %
Total Facility Expenses	3,840.02	3,754.64	2.27 %
Interest Expense			
Finance Charge	2,228.41	861.69	158.61 %
Loan Interest	917.13	1,216.03	-24.58 %
Total Interest Expense	3,145.54	2,077.72	51.39 %

TOTAL			
	JAN 1 - MAR 15, 2017	JAN 1 - MAR 15, 2016 (PP)	% CHANGE
Licenses and Permits	2,002.31	1,623.00	23.37 %
Loan Fee	250.00		
Marketing, Advert, Promo	199.00		
Advertising	467.41	2,018.10	-76.84 %
Contract Labor	423.30	856.00	-50.55 %
Contributions	1,500.00	1,750.00	-14.29 %
Promotion	514.33	384.75	33.68 %
Total Marketing, Advert, Promo	3,104.04	5,008.85	-38.03 %
Meals, Travel, Entert			
Entertainment		8.65	-100.00 %
Meals-50%		32.18	-100.00 %
Meetings & Conferences	1,406.98	833.98	68.71 %
Travel	20.20	69.26	-70.83 %
Total Meals, Travel, Entert	1,427.18	944.07	51.17 %
Office Supplies	899.73	3,683.28	-75.57 %
Postage and Delivery		88.38	-100.00 %
Total Office Supplies	899.73	3,771.66	-76.14 %
Office Wages	15,658.70	10,258.17	52.65 %
Officer's Salary	25,000.00		
Other Insurances			
High Rise Liability	1,051.49		
Total Other Insurances	1,051.49		
Professional Fees			
Accounting	2,272.50	1,775.00	28.03 %
Investment Advisors	2,080.00		
Payroll Expenses	722.50		
Payroll Service Fees	858.40	986.65	-13.00 %
Total Professional Fees	5,933.40	2,761.65	114.85 %
Recruiting & Hiring		75.00	-100.00 %
Sales Wages	8,571.26		
Storage	499.00	1,387.26	-64.03 %
Training, Devel, Edu			
Dues and Subscriptions	469.99	264.98	77.37 %
Education	88.84	96.20	-7.65 %
Total Training, Devel, Edu	558.83	361.18	54.72 %
Vehicle Expense			
Fuel	2,033.55	2,962.87	-31.37 %
Insurance	4,237.01	2,563.40	65.29 %
Lease Expense - 2012 #6 Nissan	270.50	541.00	-50.00 %
Lease Expense - 2013 #3 Nissan		683.42	-100.00 %
Lease Expense - 2015 #7 Nissan	368.12	1,106.88	-66.74 %
Lease Expense - 2016 #10 Nissan	368.26		
Lease Expense - 2016 #8 Nissan	399.00		
Lease Expense - 2016 #9 Nissan	349.31		
Lease Payment - 2013 #5 Nissan		521.16	-100.00 %
License & Registration	344.00		
Maintenance & Repairs		2,859.83	-100.00 %
Other Vehicles	61.94		

	TOTAL		
	JAN 1 - MAR 15, 2017	JAN 1 - MAR 15, 2016 (PP)	% CHANGE
Vehicle - 2006 #1	1,170.00		
Vehicle - 2016 #9	10.00		
Total Maintenance & Repairs	1,241.94	2,859.83	-56.57 %
Parking, Tolls & Mileage	225.30	738.85	-69.51 %
Total Vehicle Expense	9,836.99	11,977.41	-17.87 %
Virtual Storage		29.97	-100.00 %
Total Expenses	\$86,825.31	\$45,738.63	89.83 %
NET OPERATING INCOME	\$ -17,605.19	\$7,196.82	-344.62 %
OTHER INCOME			
Interest Income	0.22	0.09	144.44 %
Refunds	241.00		
Total Other Income	\$241.22	\$0.09	267,922.22 %
OTHER EXPENSES			
Other Expenses			
Uniform Expenses	144.14	2,008.55	-92.82 %
Total Other Expenses	144.14	2,008.55	-92.82 %
Total Other Expenses	\$144.14	\$2,008.55	-92.82 %
NET OTHER INCOME	\$97.08	\$ -2,008.46	104.83 %
NET INCOME	\$ -17,508.11	\$5,188.36	-437.45 %

Mr. Sparkle Window Washers

BALANCE SHEET

As of December 31, 2016

	TOTAL		
	AS OF DEC 31, 2016	AS OF DEC 31, 2015 (PP)	% CHANGE
ASSETS			
Current Assets			
Bank Accounts			
Chase - Checking #2860	-193.08	-1,054.07	81.68 %
Chase - Savings #3022	15,304.19	1,501.70	919.12 %
Chase - Savngs #4763	1,009.54	993.54	1.61 %
Total Bank Accounts	\$16,120.65	\$1,441.17	1,018.58 %
Accounts Receivable			
Accounts Receivable	30,473.51	23,419.81	30.12 %
Total Accounts Receivable	\$30,473.51	\$23,419.81	30.12 %
Other Current Assets			
Barter Clearing Account	0.00	0.00	
Deposits	0.00	0.00	
Employee Advances	0.00	0.00	
Inventory			
Hats	0.00	3,012.34	-100.00 %
Shirts	0.00	5,482.03	-100.00 %
UltraX	0.00	588.76	-100.00 %
Total Inventory	0.00	9,083.13	-100.00 %
Loan Receivable	5,000.00	5,000.00	0.00 %
Petty Cash	0.00	-9,506.75	100.00 %
Undeposited Funds	2,204.00	0.00	
Total Other Current Assets	\$7,204.00	\$4,576.38	57.42 %
Total Current Assets	\$53,798.16	\$29,437.36	82.75 %
Fixed Assets			
ACCUM. AMORTIZATION	-1,885.00	-1,885.00	0.00 %
ACCUM. DEPR-ANT	7,594.00	7,594.00	0.00 %
ACCUM. DEPR-MNE	-5,577.00	-5,577.00	0.00 %
Accumulated Depreciation	-39,879.00	-39,879.00	0.00 %
Autos & Trucks	43,439.53	43,439.53	0.00 %
Computer	1,130.80	1,130.80	0.00 %
Furniture and Fixtures	4,176.94	4,176.94	0.00 %
Leasehold Improvements	1,318.06	1,318.06	0.00 %
Machines and Equipment	17,872.35	17,872.35	0.00 %
Total Fixed Assets	\$28,190.68	\$28,190.68	0.00 %
Other Assets			
Security Deposit	300.00	300.00	0.00 %
Total Other Assets	\$300.00	\$300.00	0.00 %
TOTAL ASSETS	\$82,288.84	\$57,928.04	42.05 %
LIABILITIES AND EQUITY			
Liabilities			

	TOTAL		
	AS OF DEC 31, 2016	AS OF DEC 31, 2015 (PP)	% CHANGE
Current Liabilities			
Accounts Payable			
Accounts Payable	0.00	-3,302.19	100.00 %
Total Accounts Payable	\$0.00	\$ -3,302.19	100.00 %
Credit Cards			
Amex 1008	57,218.79	14,203.01	302.86 %
Capital One - 1024	0.00	0.00	
Capital One 1925	0.00	0.00	
Capital One 2962	0.00	0.00	
Capital One 7489	0.00	0.00	
Chase (Providian) 7276	140.15	140.15	0.00 %
Chase (Wamu) 2322	0.00	0.00	
Chase - 3171	469.00	491.73	-4.62 %
Citibank 1475	0.00	0.00	
Sears Mastercard 4180	0.00	0.00	
Total Credit Cards	\$57,827.94	\$14,834.89	289.81 %
Other Current Liabilities			
Board of Equalization Payable	0.00	0.00	
Chase - Business Loan # 2003	17,667.51	24,164.38	-26.89 %
Chase/ LOC 2800	0.00	0.00	
Chase/LOC 2004	34,535.03	43,404.15	-20.43 %
Garnishment Liabilities	0.00	0.00	
Gift Certificates Redeemable	3,495.50	2,407.00	45.22 %
Payroll Tax Liability	293.05	0.00	
Total Other Current Liabilities	\$55,991.09	\$69,975.53	-19.98 %
Total Current Liabilities	\$113,819.03	\$81,508.23	39.64 %
Long-Term Liabilities			
Nissan Truck - 2006 Loan w/Ally	0.00	0.00	
Nissan Truck - 2008 Loan w/NMAC	0.00	0.00	
Total Long-Term Liabilities	\$0.00	\$0.00	0.00 %
Total Liabilities	\$113,819.03	\$81,508.23	39.64 %
Equity			
Cash Out	0.00	-300.00	100.00 %
Partner One Equity	0.00	-3,023.22	100.00 %
Guaranteed Payments - Dylan	-121,652.52	-705,045.40	82.75 %
Guaranteed Payments - Mick	0.00	-211,906.60	100.00 %
Partner One Draws	0.00	-42,223.61	100.00 %
Partner One Earnings	0.00	3,760.91	-100.00 %
Partner One Investments	0.00	56,875.06	-100.00 %
Total Partner One Equity	-121,652.52	-901,562.86	86.51 %
Retained Earnings	-23,580.19	878,282.67	-102.68 %
Net Income	113,702.52		
Total Equity	\$ -31,530.19	\$ -23,580.19	-33.71 %
TOTAL LIABILITIES AND EQUITY	\$82,288.84	\$57,928.04	42.05 %

Mr. Sparkle Window Washers

BALANCE SHEET

As of March 15, 2017

	TOTAL		
	AS OF MAR 15, 2017	AS OF MAR 15, 2016 (PP)	% CHANGE
ASSETS			
Current Assets			
Bank Accounts			
Chase - Checking #2860	18,282.71	15,579.82	17.35 %
Chase - Savings #3022	2,404.41	5,501.79	-56.30 %
Chase - Savngs #4763	1,085.54	1,581.54	-31.36 %
Total Bank Accounts	\$21,772.66	\$22,663.15	-3.93 %
Accounts Receivable			
Accounts Receivable	22,697.35	15,856.05	43.15 %
Total Accounts Receivable	\$22,697.35	\$15,856.05	43.15 %
Other Current Assets			
Barter Clearing Account	0.00	0.00	
Deposits	0.00	-613.00	100.00 %
Employee Advances	0.00	0.00	
Inventory			
Hats	0.00	3,012.34	-100.00 %
Shirts	0.00	5,482.03	-100.00 %
UltraX	0.00	588.76	-100.00 %
Total Inventory	0.00	9,083.13	-100.00 %
Loan Receivable	5,000.00	5,000.00	0.00 %
Petty Cash	242.50	-9,086.75	102.67 %
Shareholder Loan	0.00		
Undeposited Funds	0.00	20.00	-100.00 %
Total Other Current Assets	\$5,242.50	\$4,403.38	19.06 %
Total Current Assets	\$49,712.51	\$42,922.58	15.82 %
Fixed Assets			
ACCUM. AMORTIZATION	-1,885.00	-1,885.00	0.00 %
ACCUM. DEPR-ANT	7,594.00	7,594.00	0.00 %
ACCUM. DEPR-MNE	-5,577.00	-5,577.00	0.00 %
Accumulated Depreciation	-39,879.00	-39,879.00	0.00 %
Autos & Trucks	43,439.53	43,439.53	0.00 %
Computer	1,130.80	1,130.80	0.00 %
Furniture and Fixtures	4,176.94	4,176.94	0.00 %
Leasehold Improvements	1,318.06	1,318.06	0.00 %
Machines and Equipment	17,872.35	17,872.35	0.00 %
Total Fixed Assets	\$28,190.68	\$28,190.68	0.00 %
Other Assets			
Security Deposit	300.00	300.00	0.00 %
Total Other Assets	\$300.00	\$300.00	0.00 %
TOTAL ASSETS	\$78,203.19	\$71,413.26	9.51 %
LIABILITIES AND EQUITY			

	TOTAL		
	AS OF MAR 15, 2017	AS OF MAR 15, 2016 (PP)	% CHANGE
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	62,847.66	2,480.02	2,434.16 %
Total Accounts Payable	\$62,847.66	\$2,480.02	2,434.16 %
Credit Cards			
Amex 1008	-16,874.61	37,231.92	-145.32 %
Capital One - 1024	-1.09	-1.81	39.78 %
Capital One 1925	0.00	0.00	
Capital One 2962	0.00	0.00	
Capital One 7489	0.00	0.00	
Chase (Providian) 7276	140.15	140.15	0.00 %
Chase (Wamu) 2322	0.00	0.00	
Chase - 3171	469.00	34.40	1,263.37 %
Citibank 1475	0.00	0.00	
Sears Mastercard 4180	0.00	0.00	
Total Credit Cards	\$ -16,266.55	\$37,404.66	-143.49 %
Other Current Liabilities			
Board of Equalization Payable	0.00	0.00	
Chase - Business Loan # 2003	16,422.94	23,161.80	-29.09 %
Chase - Business Loan # 2005	59,538.31		
Chase/ LOC 2800	0.00	0.00	
Chase/LOC 2004	-339.42	50,256.61	-100.68 %
Garnishment Liabilities	0.00	0.00	
Gift Certificates Redeemable	4,745.50	4,002.00	18.58 %
Payroll Tax Liability	293.05	0.00	
Total Other Current Liabilities	\$80,660.38	\$77,420.41	4.18 %
Total Current Liabilities	\$127,241.49	\$117,305.09	8.47 %
Long-Term Liabilities			
Nissan Truck - 2006 Loan w/Ally	0.00	0.00	
Nissan Truck - 2008 Loan w/NMAC	0.00	0.00	
Total Long-Term Liabilities	\$0.00	\$0.00	0.00 %
Total Liabilities	\$127,241.49	\$117,305.09	8.47 %
Equity			
Cash Out	0.00	0.00	
Partner One Equity	0.00	0.00	
Guaranteed Payments - Dylan	-121,652.52	-27,500.00	-342.37 %
Guaranteed Payments - Mick	0.00	0.00	
Partner One Draws	0.00	0.00	
Partner One Earnings	0.00	0.00	
Partner One Investments	0.00	0.00	
Total Partner One Equity	-121,652.52	-27,500.00	-342.37 %
Retained Earnings	90,122.33	-23,580.19	482.20 %
Net Income	-17,508.11	5,188.36	-437.45 %
Total Equity	\$ -49,038.30	\$ -45,891.83	-6.86 %
TOTAL LIABILITIES AND EQUITY	\$78,203.19	\$71,413.26	9.51 %

Mr. Sparkle Window Washers

PROFIT AND LOSS

January - December 2016

	TOTAL		
	JAN - DEC 2016	DEC 31, 2014 - DEC 31, 2015 (PP)	% CHANGE
INCOME			
Discounts & Adjustments	-18,731.35	-9,724.44	-92.62 %
Fees	860.30	178.49	381.99 %
Labor Subsidy	686.96		
Refund on Work Done	-180.00	-1,947.50	90.76 %
Reimbursed Expenses	-126.49	-18.89	-569.61 %
Services	1,127,766.08	911,541.40	23.72 %
Total Income	\$1,110,275.50	\$900,029.06	23.36 %
COST OF GOODS SOLD			
Damages Reimbursement	3,539.47	6,182.83	-42.75 %
Direct Labor Gross Wages	426,094.70	366,559.27	16.24 %
Accident/Health EE Reimb		-4,030.76	100.00 %
Tips		982.00	-100.00 %
Total Direct Labor Gross Wages	426,094.70	363,510.51	17.22 %
Direct Labor Payroll Taxes	53,289.75	45,623.48	16.80 %
Direct Labor WC & Gen Liab			
Liability Insurance	1,812.89	17,869.99	-89.86 %
Work Comp	70,935.14	53,538.00	32.49 %
Total Direct Labor WC & Gen Liab	72,748.03	71,407.99	1.88 %
Field Equipment Costs			
Equipment	104.77		
Equipment Rental		36.14	-100.00 %
Fld Equipment Repairs	90.64	122.78	-26.18 %
Total Field Equipment Costs	195.41	158.92	22.96 %
Job Materials	47,113.48	34,526.49	36.46 %
Laundry Expenses	4,808.50	6,227.75	-22.79 %
Total Job Materials	51,921.98	40,754.24	27.40 %
Payroll Reimbursement	-900.00		
Subcontractor	119.82	953.42	-87.43 %
Total Cost of Goods Sold	\$607,009.16	\$528,591.39	14.84 %
GROSS PROFIT	\$503,266.34	\$371,437.67	35.49 %
EXPENSES			
Bad Debt	30.00		
Bank Service Charges	417.49	544.18	-23.28 %
Late Fees	25.00		
PayPal Fees	1,713.93	141.65	1,109.98 %
Total Bank Service Charges	2,156.42	685.83	214.42 %
Cell Phone	3,582.60	3,481.29	2.91 %
Employee Benefits	127.00	25.00	408.00 %
Accident		2,212.20	-100.00 %
Health Insurance	10,289.95	9,610.04	7.08 %

	TOTAL		
	JAN - DEC 2016	DEC 31, 2014 - DEC 31, 2015 (PP)	% CHANGE
Total Employee Benefits	10,416.95	11,847.24	-12.07 %
Facility Expenses			
Internet Expense	1,387.80	1,868.62	-25.73 %
Rent	10,800.00	10,400.00	3.85 %
Telephone	2,815.32	2,655.30	6.03 %
Utilities		194.81	-100.00 %
Total Facility Expenses	15,003.12	15,118.73	-0.76 %
Interest Expense	1,377.80	-13.19	10,545.79 %
2008 Nissan		602.20	-100.00 %
Finance Charge	5,568.20	2,402.64	131.75 %
FTB		141.19	-100.00 %
Loan Interest	7,521.44	5,075.97	48.18 %
Total Interest Expense	14,467.44	8,208.81	76.24 %
Janitorial Exp	125.00	150.00	-16.67 %
Licenses and Permits	1,623.00	1,418.53	14.41 %
Loan Fee	250.00		
Marketing, Advert, Promo	2,463.00	-20.00	12,415.00 %
Advertising	12,845.73	10,813.74	18.79 %
Client Gifts	120.45	381.72	-68.45 %
Contract Labor	856.00	1,564.00	-45.27 %
Contributions	4,330.00	4,650.00	-6.88 %
Promotion	2,390.43	6,129.97	-61.00 %
Website	99.00		
Total Marketing, Advert, Promo	23,104.61	23,519.43	-1.76 %
Meals, Travel, Entert	114.27	33.50	241.10 %
Convenience Meals	83.09		
Entertainment	241.80	235.28	2.77 %
Meals-50%	1,161.38	2,468.64	-52.95 %
Meetings & Conferences	13,207.07	10,589.02	24.72 %
Travel	210.12	-42.71	591.97 %
Car Rental		1,698.05	-100.00 %
Total Travel	210.12	1,655.34	-87.31 %
Total Meals, Travel, Entert	15,017.73	14,981.78	0.24 %
Medical Expenses	741.83		
Office Supplies	17,814.72	10,828.25	64.52 %
Miscellaneous (deleted)	171.54		
Postage and Delivery	470.32	585.10	-19.62 %
Total Office Supplies	18,456.58	11,413.35	61.71 %
Office Wages	89,129.40	79,222.98	12.50 %
Health Reimb - EE		-1,721.05	100.00 %
Total Office Wages	89,129.40	77,501.93	15.00 %
Other Insurances			
Losses	500.00		
Repairs to Client	404.64	2,885.89	-85.98 %
Replacement		350.00	-100.00 %
Surety Bond	798.00	277.00	188.09 %
Total Other Insurances	1,702.64	3,512.89	-51.53 %

	TOTAL		
	JAN - DEC 2016	DEC 31, 2014 - DEC 31, 2015 (PP)	% CHANGE
Professional Fees			
Accounting	7,900.00	5,106.25	54.71 %
Consulting	23,270.00	2,970.00	683.50 %
Investment Advisors	6,194.75		
Legal Fees	10,878.00	450.00	2,317.33 %
Payroll Expenses		-86.02	100.00 %
Payroll Service Fees	3,915.31	3,409.38	14.84 %
Tax Preparation	1,525.00		
Total Professional Fees	53,683.06	11,849.61	353.04 %
Recruiting & Hiring	750.00	1,275.00	-41.18 %
Sales Wages	34,190.40		
Storage	5,758.26	885.56	550.24 %
Training, Devel, Edu			
Dues and Subscriptions	1,037.66	959.72	8.12 %
Education	403.23	367.65	9.68 %
Total Training, Devel, Edu	1,440.89	1,327.37	8.55 %
Vehicle Expense			
Fleet Software		350.00	-100.00 %
Fuel	18,928.55	16,233.70	16.60 %
Insurance	15,719.66	9,160.55	71.60 %
Lease Expense - 2008 #2 Nissan	399.00		
Lease Expense - 2012 #6 Nissan	2,975.50	4,477.74	-33.55 %
Lease Expense - 2013 #3 Nissan	3,613.74	4,095.84	-11.77 %
Lease Expense - 2015 #7 Nissan	4,427.52	4,619.62	-4.16 %
Lease Expense - 2016 #10 Nissan	3,107.29		
Lease Expense - 2016 #8 Nissan	4,792.98		
Lease Expense - 2016 #9 Nissan	3,750.50		
Lease Payment - 2013 #5 Nissan	2,873.14	3,148.20	-8.74 %
License & Registration	1,583.00	1,439.00	10.01 %
Maintenance & Repairs	14,354.91	14,017.13	2.41 %
Parking, Tolls & Mileage	3,063.73	2,904.15	5.49 %
Total Vehicle Expense	79,589.52	60,445.93	31.67 %
Virtual Storage	59.94		
Total Expenses	\$371,279.39	\$247,623.28	49.94 %
NET OPERATING INCOME	\$131,986.95	\$123,814.39	6.60 %
OTHER INCOME			
Interest Income	2.49	1.12	122.32 %
Refunds			
Rebates		25.48	-100.00 %
Total Refunds		25.48	-100.00 %
Total Other Income	\$2.49	\$26.60	-90.64 %
OTHER EXPENSES			
Other Expenses			
Uniform Expenses	18,191.61	8,633.72	110.70 %
Total Other Expenses	18,191.61	8,633.72	110.70 %
Taxes			
Federal		0.00	

	TOTAL		
	JAN - DEC 2016	DEC 31, 2014 - DEC 31, 2015 (PP)	% CHANGE
Personal Property	95.31	167.85	-43.22 %
State		3,050.00	-100.00 %
Total Taxes	95.31	3,217.85	-97.04 %
Total Other Expenses	\$18,286.92	\$11,851.57	54.30 %
NET OTHER INCOME	\$ -18,284.43	\$ -11,824.97	-54.63 %
NET INCOME	\$113,702.52	\$111,989.42	1.53 %