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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): May 9, 2017

**Textmunication Holdings Inc.**

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of  
incorporation)

000-21202

(Commission  
File Number)

58-1588291

(I.R.S. Employer  
Identification No.)

1940 Contra Costa Blvd.  
Pleasant Hill, CA

(Address of principal executive offices)

94523

(Zip Code)

Registrant's telephone number, including area code: 925-777-2111

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(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **SECTION 1 – REGISTRANT’S BUSINESS AND OPERATIONS**

### **Item 1.01 Entry into a Material Definitive Agreement**

On May 9, 2019, we entered into an Exchange Agreement (the “Agreement”) with our officer and director, Mr. Wais Asefi, pursuant to which we agreed to exchange Mr. Asefi’s 1,750,000,000 shares of common stock in our company for 2,000,000 shares of our newly created Series C Convertible Preferred Stock.

The foregoing description is intended only as a summary of the material terms of the Agreement and is qualified in its entirety by reference to the full Agreement, a copy of which is attached as Exhibit 10.1 to this Form 8-K and is hereby incorporated by reference herein.

## **SECTION 3 - SECURITIES AND TRADING MARKETS**

### **Item 3.02 Unregistered Sales of Equity Securities**

The disclosures set forth in Item 1.01 are incorporated by reference into this Item 3.02.

These securities were issued pursuant to Section 4(2) of the Securities Act and/or Rule 506 promulgated thereunder. The investor represented his intention to acquire the securities for investment only and not with a view towards distribution. The investor was given adequate information about us to make an informed investment decision. We did not engage in any general solicitation or advertising. We directed our transfer agent to issue the stock certificates with the appropriate restrictive legend affixed to the restricted stock.

### **Item 3.03 Material Modification of Rights of Security Holders**

On May 9, 2017, pursuant to Article III of our Articles of Incorporation, our Board of Directors voted to designate a class of preferred stock entitled Series C Convertible Preferred Stock, consisting of up 2,000,000 shares, par value \$0.0001. Under the Certificate of Designation, holders of Series C Convertible Preferred Stock will participate on an equal basis per-share with holders of our common stock, Series A Preferred Stock and Series B Preferred Stock in any distribution upon winding up, dissolution, or liquidation. Holders of Series C Convertible Preferred Stock are entitled to vote together with the holders of our common stock on all matters submitted to shareholders at a rate of 875 votes for each share held. Holders of Series C Convertible Preferred Stock are entitled to convert each share held for 875 shares of common stock.

The rights of the holders of Series C Convertible Preferred Stock are defined in the relevant Certificate of Designation filed with the Nevada Secretary of State on May 9, 2017, attached hereto as Exhibit 3.1, and is incorporated by reference herein.

## **SECTION 5 – Corporate Governance and Management**

### **Item 5.03 Amendments to Articles of Incorporation or Bylaws**

The disclosures set forth in Item 3.03 are incorporated by reference into this Item 5.03.

## **SECTION 9 – Financial Statements and Exhibits**

### **Item 9.01 Financial Statements and Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
3.1	Certificate of Designation
10.1	Exchange Agreement, dated May 9, 2017

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Texmunication Holdings, Inc.**

*/s/ Wais Asefi*

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Wais Asefi  
Chief Executive Officer

Date: **May 10, 2017**

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CERTIFICATE OF DESIGNATION

OF

TEXTMUNICATION HOLDINGS, INC.

Pursuant to Section 78.1955 of the

Nevada Revised Statutes

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**SERIES C CONVERTIBLE PREFERRED STOCK**

On behalf of Textmunication Holdings, Inc., a Nevada corporation (the “Corporation”), the undersigned hereby certifies that the following resolution has been duly adopted by the board of directors of the Corporation (the “Board”):

RESOLVED, that, pursuant to the authority granted to and vested in the Board by the provisions of the articles of incorporation of the Corporation (the “Articles of Incorporation”), there hereby is created, out of the ten million (10,000,000) shares of preferred stock, par value \$0.0001 per share, of the Corporation authorized by Article III of the Articles of Incorporation (“Preferred Stock”), a series of Series C Convertible Preferred Stock, consisting of two million (2,000,000) shares, which series shall have the following powers, designations, preferences and relative participating, optional and other special rights, and the following qualifications, limitations and restrictions:

The specific powers, preferences, rights and limitations of the Series C Convertible Preferred Stock are as follows:

1. Designation; Rank. This series of Preferred Stock shall be designated and known as “Series C Convertible Preferred Stock.” The number of shares constituting the Series C Convertible Preferred Stock shall be two million (2,000,000) shares. Except as otherwise provided herein, the Series C Convertible Preferred Stock shall, with respect to rights on liquidation, winding up and dissolution, rank *pari passu* to the common stock, par value \$0.0001 per share (the “Common Stock”), the Series A Convertible Preferred Stock, par value \$0.0001 per share (the “Series A Preferred Stock”) and the Series B Convertible Preferred Stock, par value \$0.0001 per share (the “Series B Preferred Stock”).

2. Dividends. The holders of shares of Series C Convertible Preferred Stock have no dividend rights except as may be declared by the Board in its sole and absolute discretion, out of funds legally available for that purpose.

3. Liquidation Preference.

(a) In the event of any dissolution, liquidation or winding up of the Corporation (a “Liquidation”), whether voluntary or involuntary, the Holders of Series C Convertible Preferred Stock shall be entitled to participate in any distribution out of the assets of the Corporation on an equal basis per share with the holders of the Common Stock, the Series A Preferred Stock and the Series B Preferred Stock.

(b) A sale of all or substantially all of the Corporation's assets or an acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, a reorganization, consolidated or merger) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation (a "Change in Control Event"), shall not be deemed to be a Liquidation for purposes of this Designation.

4. Voting. The holders of Series C Convertible Preferred Stock shall have the right to cast eight hundred and seventy five (875) votes for each share held of record on all matters submitted to a vote of holders of the Corporation's common stock and Series A Preferred Stock, including the election of directors, and all other matters as required by law. There is no right to cumulative voting in the election of directors. The holders of Series C Preferred Stock shall vote together with all other classes and series of common stock and Series A Preferred Stock of the Corporation as a single class on all actions to be taken by the common stock and Series A Preferred Stock holders of the Corporation except to the extent that voting as a separate class or series is required by law.

5. Optional Conversion of Series C Convertible Preferred Stock. The Holders of Series C Convertible Preferred Stock shall have conversion rights as follows:

(a) Conversion Right. Each share of Series C Convertible Preferred Stock shall be convertible at the option of the Holder thereof and without the payment of additional consideration by the Holder thereof, at any time, into shares of Common Stock on the Optional Conversion Date (as hereinafter defined) at a conversion rate of eight hundred and seventy five (875) shares of Common Stock (the "Conversion Rate") for every one (1) share of Series C Convertible Preferred Stock, subject to adjustment as provided in Section 5 of this Designation.

(b) Mechanics of Optional Conversion. To effect the optional conversion of shares of Series C Convertible Preferred Stock in accordance with Section 5(a) of this Designation, any Holder of record shall make a written demand for such conversion (for purposes of this Designation, a "Conversion Demand") upon the Corporation at its principal executive offices setting forth therein (i) the certificate or certificates representing such shares, and (ii) the proposed date of such conversion, which shall be a business day not less than fifteen (15) nor more than thirty (30) days after the date of such Conversion Demand (for purposes of this Designation, the "Optional Conversion Date"). Within five days of receipt of the Conversion Demand, the Corporation shall give written notice (for purposes of this Designation, a "Conversion Notice") to the Holder setting forth therein (i) the address of the place or places at which the certificate or certificates representing any shares not yet tendered are to be converted are to be surrendered; and (ii) whether the certificate or certificates to be surrendered are required to be endorsed for transfer or accompanied by a duly executed stock power or other appropriate instrument of assignment and, if so, the form of such endorsement or power or other instrument of assignment. The Conversion Notice shall be sent by first class mail, postage prepaid, to such Holder at such Holder's address as may be set forth in the Conversion Demand or, if not set forth therein, as it appears on the records of the stock transfer agent for the Series C Convertible Preferred Stock, if any, or, if none, of the Corporation. On or before the Optional Conversion Date, each Holder of the Series C Convertible Preferred Stock so to be converted shall surrender the certificate or certificates representing such shares, duly endorsed for transfer or accompanied by a duly executed stock power or other instrument of assignment, if the Conversion Notice so provides, to the Corporation at any place set forth in such notice or, if no such place is so set forth, at the principal executive offices of the Corporation. As soon as practicable after the Optional Conversion Date and the surrender of the certificate or certificates representing such shares, the Corporation shall issue and deliver to such Holder, or its nominee, at such Holder's address as it appears on the records of the stock transfer agent for the Series C Convertible Preferred Stock, if any, or, if none, of the Corporation, a certificate or certificates for the number of whole shares of Common Stock issuable upon such conversion in accordance with the provisions hereof.

(c) No Fractional Shares. No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series C Convertible Preferred Stock. In lieu of any fractional share to which the Holder would be entitled but for the provisions of this Section 5(c) based on the number of shares of Series C Convertible Preferred Stock held by such Holder, the Corporation shall issue a number of shares to such Holder rounded up to the nearest whole number of shares of Common Stock. No cash shall be paid to any Holder of Series C Convertible Preferred Stock by the Corporation upon conversion of Series C Preferred Convertible Stock by such Holder.

(d) Reservation of Stock. The Corporation shall at all times when any shares of Series C Preferred Convertible Stock shall be outstanding, reserve and keep available out of its authorized but unissued Common Stock, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series C Convertible Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all outstanding shares of the Series C Convertible Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(e) Stock Dividends, Splits, Combinations and Reclassifications. If the Corporation shall (i) declare a dividend or other distribution payable in securities, (ii) split its outstanding shares of Common Stock into a larger number, (iii) combine its outstanding shares of Common Stock into a smaller number, or (iv) increase or decrease the number of shares of its capital stock in a reclassification of the Common Stock including any such reclassification in connection with a merger, consolidation or other business combination in which the Corporation is the continuing entity (any such corporate event, an “Event”), then in each instance the Conversion Rate shall be proportionately adjusted to take into account such Event.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Rate pursuant to Section 5 of this Designation, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and cause its principal financial officer to verify such computation and prepare and furnish to each Holder of Series C Convertible Preferred Stock a certificate setting forth such adjustment or readjustment and setting forth in reasonable detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any Holder of Series C Convertible Preferred Stock, furnish or cause to be furnished to such Holder a like certificate setting forth: (i) such adjustments and readjustments; (ii) the Conversion Rate in effect at such time for the Series C Convertible Preferred Stock; and (iii) the number of shares of Common Stock and the amount, if any, of other property that at such time would be received upon the conversion of the Series C Convertible Preferred Stock.

(g) Issue Taxes. The converting Holder shall pay any and all issue and other non-income taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series C Convertible Preferred Stock.

6. No Preemptive Rights. No holder of the Series C Convertible Preferred Stock shall be entitled to rights to subscribe for, purchase or receive any part of any new or additional shares of any class, whether now or hereinafter authorized, or of bonds or debentures, or other evidences of indebtedness convertible into or exchangeable for shares of any class, but all such new or additional shares of any class, or any bond, debentures or other evidences of indebtedness convertible into or exchangeable for shares, may be issued and disposed of by the Board of Directors on such terms and for such consideration (to the extent permitted by law), and to such person or persons as the Board of Directors in their absolute discretion may deem advisable.

7. Vote to Change the Terms of or Issue Preferred Stock . The affirmative vote at a meeting duly called for such purpose or the written consent without a meeting, of the majority holders (in addition to any other corporate approvals then required to effect such action), shall be required for any change to this Certificate of Designation or the Company's Articles of Incorporation which would amend, alter, change or repeal any of the powers, designations, preferences and rights of the Series C Convertible Preferred Stock.

8. Lost or Stolen Certificates . Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of any Preferred Stock Certificates representing the shares of Series C Convertible Preferred Stock, and, in the case of loss, theft or destruction, of any indemnification undertaking by the holder to the Company and, in the case of mutilation, upon surrender and cancellation of the Preferred Stock Certificate(s), the Company shall execute and deliver new preferred stock certificate(s) of like tenor and date; provided, however, that the Company shall not be obligated to re-issue Preferred Stock Certificates if the holder contemporaneously requests the Company to convert such shares of Series C Convertible Preferred Stock into Common Stock.

9. Failure or Indulgence Not Waiver . No failure or delay on the part of a holder of Series C Convertible Preferred Stock in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

IN WITNESS WHEREOF the undersigned has signed this Designation this 9th day of May 2017.

**TEXTMUNICATION HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: Wais Asefi  
Title: CEO

## EXCHANGE AGREEMENT

This Exchange Agreement is dated and effective as of May 9, 2017 (this “Agreement”) and is entered into by and between Textmunication Holdings, Inc., a Nevada corporation (the “Company”), and Wais Asefi.

WHEREAS, the Stockholder owns shares of the outstanding common stock of the Company, par value \$0.0001 (the “Common Stock”);

WHEREAS, the Stockholder desires to exchange **1,750,000,000** shares of Common Stock that it owns (the “Shares”) all rights, title and interest therein or associated therewith in exchange for **2,000,000** shares of the Company’s **Series C Convertible Preferred Stock**, par value \$0.0001 (the “Preferred Stock”), in accordance with the terms of this Agreement (collectively, the “Exchange”); and

WHEREAS, the parties intend that this transaction shall constitute a tax-free transfer pursuant to Section 721 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto covenant and agree as follows:

### **1. EXCHANGE OF SECURITIES**

1.1. **Authorization of Preferred Stock**. The Company has authorized the issuance of the Preferred Stock.

1.2. **Exchange of Securities**. The Stockholder hereby agrees to transfer, contribute, assign and deliver to the Company, free and clear of any and all liens, charges, pledges or other encumbrances of any kind or nature (“Encumbrances”), and, in exchange and as consideration therefor, the Company hereby issues and delivers to the Stockholder, the Preferred Stock on the terms and conditions set forth in this Agreement.

1.3. **Further Assurances**. At any time and from time to time after the date hereof, at the expense of the requesting party and without further consideration, each of the parties hereto will execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation as may be reasonably requested in order to more effectively transfer, convey and assign to such other party and to confirm such party’s title to the Preferred Stock.

### **2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company hereby represents and warrants, as of date hereof, to the Stockholder as follows (which representations and warranties shall survive the date hereof):

2.1. **Organization and Qualification**. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nevada and has full power and authority to transact business as a foreign corporation in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business as currently conducted.



2.2. **Corporate Power and Authority**. The Company has all requisite legal and corporate power to execute, deliver and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Company.

2.3. **Governmental Consents**. Except for the filing of the Certificate of Designation of Series C Convertible Preferred Stock of Textmunication Holdings, Inc. with the Secretary of State of the State of Nevada, no other consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any United States or other governmental authority on the part of the Company is or will be required in connection with the consummation of the transactions contemplated hereby.

2.4. **Non-Contravention**. Neither the execution nor delivery by the Company of this Agreement nor the consummation by the Company of the transactions contemplated hereby will violate, conflict with or result in any breach of the Certificate of Incorporation or Bylaws of the Company, or any judgment, decree, order, law, rule or regulation applicable to the Company.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE STOCKHOLDER**

The Stockholder hereby represents and warrants to and agrees with the Company as of date hereof (which representations and warranties shall survive the date hereof):

3.1. **Title to Securities**. The Stockholder owns beneficially and of record, free and clear of all Encumbrances, the Shares. There is no restriction affecting the ability of the Stockholder to transfer the legal and beneficial title and ownership of the Shares to the Company and, upon delivery thereof to the Company pursuant to the terms of this Agreement, the Company will acquire record and beneficial title to the Shares, free and clear of all Encumbrances.

3.2. **Stockholder's Authority to Execute and Perform Agreement**. The Stockholder is a company duly formed, validly existing and in good standing under the laws of the State of Nevada and has full power, authority and all approvals required by law to enter into this Agreement and to perform its obligations hereunder. The Stockholder has duly executed and delivered this Agreement, and this Agreement is the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms. The execution, delivery and performance of this Agreement by the Stockholder does not and will not result in any violation of or conflict with, or constitute a default under (i) any contract, agreement, document or instrument to which the Stockholder is party or by which the Stockholder or any of the Stockholder's properties are bound, or (ii) any law, rule, regulation, judgment or order to which the Stockholder is subject.

3.3. **Accredited Investor**. The Stockholder is an "accredited investor" as such term is defined in Regulation D under the Securities Act of 1933, as amended (" Securities Act ").

3.4. **Purchase for Investment; Residence.** The Stockholder is acquiring the Preferred Stock for investment for its account and not with a view to the distribution or public offering thereof within the meaning of the Securities Act. The Stockholder understands that the Preferred Stock has not been registered under the Securities Act and may not be sold or transferred without such registration or an exemption therefrom. The Stockholder is sufficiently experienced in financial and business matters to be capable of evaluating the risk of investment in the Company and to make an informed decision relating thereto or has engaged and used an experienced investment advisor to assist the Stockholder to evaluate the risk of investment in the Company. The Stockholder has the financial capability for making the investment, can afford a complete loss of the investment, and the investment is a suitable one for the Stockholder. Prior to the execution and delivery of this Agreement, the Stockholder has had the opportunity to ask questions of and receive answers from representatives of the Company and the Company concerning the finances, operations, business and prospects of the Company.

#### 4. REPRESENTATIONS AND WARRANTIES OF BOTH PARTIES

4.1. **Exemption from Registration.** The Exchange and, assuming the representations and warranties set forth in this Section 4.1 are true and correct as of the date of conversion of the Preferred Stock, the conversion of the Preferred Stock into shares of Common Stock (the "Conversion"), is and will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to, *inter alia*, the provisions of Section 3(a)(9) thereof. The Company has complied with respect to the Exchange, and will comply, with respect to the Conversion, in all material respects with such provisions and, without limiting the generality thereof, has not paid, with respect to the Exchange, and will not pay, with respect to the Conversion, to any person, directly or indirectly, any commission or other remuneration for soliciting the Exchange or the Conversion. Neither the Company nor any of its affiliates, nor any person acting on its or their behalf: (i) has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D promulgated under the Securities Act) in connection with the Exchange or the Conversion; (ii) in the three months prior to the date of this Agreement, has, other than the transactions contemplated with respect to the Preferred Stock as set forth in this Agreement or the Conversion, directly or indirectly, made any offers or sales of any security or solicited any offers to buy or exchange any security, under any circumstances that would require registration of the Preferred Stock or the shares of Common Stock issuable upon Conversion thereof under the Securities Act; or (iii) has issued or will issue any shares of securities or other securities or instruments convertible into, exchangeable for or otherwise entitling the holder thereof to acquire shares of Common Stock which would be integrated with the Exchange or the Conversion for purposes of the Securities Act or of any applicable stockholder approval provisions, nor will the Company or any of its affiliates take any action or steps that would require registration of the Preferred Stock or shares of Common Stock issuable upon Conversion under the Securities Act. The covenants set forth in this Section 4.1 shall terminate at such time as all of the shares of Preferred Stock have been converted into shares of Common Stock.

#### 5. MISCELLANEOUS

5.1. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by e-mail or facsimile transmission, (iii) sent by recognized overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

If to the Company:

Address of Principal Executive Offices:

1940 Contra Costa Blvd  
Pleasant Hill, CA 94523

If to the Stockholder, as set forth on the signature page hereto.

5.2. **Entire Agreement**. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

5.3. **Modifications, Amendments and Waivers**. The terms and conditions of this Agreement may be modified, amended or waived only by written agreement executed by all parties hereto. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

5.4. **Assignment**. Neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto without the prior written consent of the other parties.

5.5. **Parties in Interest**. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third party beneficiary of this Agreement.

5.6. **Governing Law**. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the State of Nevada, without giving effect to the conflict of law principles thereof.

5.7. **Severability**. In the event that any court of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court determines it enforceable and, as so limited, shall remain in full force and effect. In the event that such court shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

5.8. **Headings and Captions**. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

5.9. **Enforcement**. Each of the parties hereto acknowledges and agrees that the rights acquired by each party hereunder are unique and that irreparable damage would occur in the event that any of the provisions of this Agreement to be performed by the other party were not performed in accordance with their specific terms or were otherwise breached. Accordingly, in addition to any other remedy to which the parties hereto are entitled at law or in equity, each party hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the other party and to enforce specifically the terms and provisions hereof in any federal or state court to which the parties have agreed hereunder to submit to jurisdiction.

5.10. **Reliance**. The parties hereto agree that, notwithstanding any right of any party to this Agreement to investigate the affairs of any other party to this Agreement, the party having such right to investigate shall have the right to rely fully upon the representations and warranties of the other party expressly contained in this Agreement and on the accuracy of any schedule or other document attached hereto or referred to herein or delivered by such other party or pursuant to this Agreement.

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

*(Remainder of page intentionally left blank. Signature page(s) to follow.)*

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

**Textmunication Holdings, Inc.**

By: \_\_\_\_\_  
David Thielen, COO

**Wais Asefi**

By: \_\_\_\_\_  
Name: Wais Asefi

ADDRESS:

Telephone:

Email:

*Signature page to Exchange Agreement*