UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

POST EFFECTIVE AMENDMENT NO. 1
TO

FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

OICco Acquisition IV, Inc.

(Exact Name of registrant in its charter)

Delaware		27-1521364
(State or jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

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Approximate date of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered are being offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box .

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.

Indicate by a check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accredited filer or a smaller reporting company.

Large accelerated filer		Accelerated filer
Non-accelerated filer	(Do not check if a smaller reporting company)	Smaller reporting company

CALCULATION OF REGISTRATION FEE

Tile of each class of securities to be registered	Dollar amount to be registered	Proposed maximum offering price per share (1)	Proposed maximum aggregate offering price	Amount of registration fee (2)
Common Stock-New Issue	$ 100,000.00	$ 0.02	$ 20,000.00	$ 2.73
Common Stock—Current Shareholder	$ 800,000.00	$ 0.02	$ 160,000.00	$ 21.82

(1)This is an initial offering of securities by the registrant and no current trading market exists for our common stock. The Offering price of the

common stock offered hereunder has been arbitrarily determined by the Company and bears no relationship to any objective criterion of value. The price does not bear any relationship to the assets, book value, historical earnings or net worth of the Company.

(2) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this document is not complete and may be changed. The Company may not sell the securities offered by this document until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and the Company is not soliciting an offer to buy these securities, in any state or other jurisdiction where the offer or sale is not permitted.

Prospectus

OICco Acquisition IV, Inc.

9,000,000 Shares of Common Stock
$0.02 per share

Under the 419 registration OICco Acquisition IV, Inc. (the "Company") the Company sold 1,000,000 shares at a price of $0.02 per share to 32 investors.

The proceeds from the sale of the shares in this offering were payable to Branch Banking and Trust Company (the "Trustee" or the "Escrow Agent") *fbo* OICco Acquisition IV, Inc. All subscription funds are being held in escrow by the Trustee in a non-interest bearing Trust Account. The Company shall have the right, in its sole discretion, to extend the initial offering period an additional 180 days. *See* the section entitled "Plan of Distribution" herein. Neither the Company nor any subscriber shall receive any interest payments no matter how long subscriber funds might be held. The offering will terminate at the discretion of the Company on the earlier of: (i) the date when the sale of all 1,000,000 shares to be sold by the issuer is completed, (ii) any time after the minimum offering of 250,000 shares of common stock is achieved, or (ii) 180 days from _______________, or any extension thereto with a maximum extension totaling 180 days.

Prior to this offering, there has been no public market for OICco Acquisition IV, Inc.'s common stock. The Company is a development stage company that currently has limited operations and has not generated any revenue. Therefore, any investment involves a high degree of risk.

The Company conducted a "Blank Check" offering subject to Rule 419 of Regulation C as promulgated by the U.S. Securities and Exchange Commission (the "SEC.") under the Securities Act of 1933, as amended (the "Securities Act"). The offering proceeds, and the securities to be issued to investors were deposited in an account (the "Deposited Funds" and "Deposited Securities," respectively). While held in the escrow account, the Deposited Securities may not be traded or transferred other than by will or the laws of descent and distribution, or pursuant to a qualified domestic relations order as defined by the Internal Revenue Code of 1986 as amended (26 U.S.C. 1 et seq.), or Title 1 of the Employee Retirement Income Security Act (29 U.S.C. 1001 et seq.), or the rules thereunder. Except for an amount up to 10% of the Deposited Funds otherwise releasable under Rule 419, the Deposited Funds and the Deposited Securities may not be released until an acquisition meeting the requirements of Rule 419 (*see* Plan of Distribution) has been consummated and 80% of investors reconfirm their investment in accordance with the procedures set forth in Rule 419. Pursuant to these procedures, this prospectus, which describes an acquisition candidate and its business and includes audited financial statements, will be delivered to all investors. The Company must return the pro rata portion of the Deposited Funds to any investor who does not elect to remain an investor. Unless 80% of investors elect to remain investors, all investors will be entitled to the return of a pro rata portion of the Deposited Funds and none of the Deposited Securities will be issued to investors.

The Company is an emerging growth company under the Jumpstart Our Business Startups Act.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD PURCHASE ONLY IF YOU CAN AFFORD A COMPLETE LOSS OF YOUR INVESTMENT. SEE THE SECTION ENTITLED "RISK FACTORS" HEREIN ON PAGE 31.

This Prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED THESE SECURITIES, OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

TABLE OF CONTENTS

	PAGES
PART I: INFORMATION REQUIRED IN PROSPECTUS	1
Reconfirmation Offering	1
Use of Proceeds	2
Determination of Offering Price	3
Dilution	3
Plan of Distribution	3
Description of Securities to be Registered	5
Management's Discussion and Analysis of Financial Condition and Results of Operations	6
Background of Directors, Executive Officers, Promoters and Control Persons	9
Executive Compensation	10
Certain Relationships and Related Transactions	11
OICco Acquisition IV, Inc. Security Ownership of Certain Beneficial Owners and Management	11
Description of Property	12
Reports to Security Holders	12
Disclosure of Commission Position on Indemnification for Securities Act Liabilities	12
Legal Matters	12
INFORMATION WITH RESPECT TO THE ACQUISITION	22
Acquisition Candidate	22
Management's Discussion and Analysis of Financial Condition and Results of Operations	28
Management Team of Acquisition Candidate	29
Executive Compensation of Acquisition Candidate	30
Certain Relationships and Related Transactions	30
Security Ownership of Acquisition Candidate	30
Description of Property	30
Legal Proceedings	30
VapAria Risk Factors	31
PART II: INFORMATION NOT REQUIRED IN PROSPECTUS	II-1
Other Expenses of Issuance and Distribution	II-1
Indemnification of Directors and Officers	II-1
Recent Sales of Unregistered Securities	II-1
UNDERTAKINGS	II-1
Index of Exhibits	II-3

PART I: INFORMATION REQUIRED IN PROSPECTUS

RECONFIRMATION OFFERING

Shareholders are being asked to reconfirm their investment given these proposed acquisitions and such acquisitions will not be completed unless at least 80% of the investors reconfirm their offering.

On April 11, 2014, we entered into a Share Exchange Agreement and Plan of Reorganization ("Agreement") with VapAria Corporation ("VapAria"), a private company incorporated in Minnesota on March 10, 2010 with offices at 5550 Nicollet Avenue, Minneapolis, MN 55419. At the closing of the Agreement (which is contingent upon the effectiveness of this post-effective amendment to our registration statement and a 80% reconfirmation vote under Rule 419 and other closing conditions), pursuant to the terms of the Agreement, 36,000,000 shares of our common stock, par value $0.0001 per share (the "Common Stock") will be issued to VapAria shareholders holding 100% of the issued and outstanding common shares of VapAria and 500,000 shares of our to be designated Series A convertible preferred stock ("Preferred Stock") will be issued to VapAria shareholders holding 100% of the issued and outstanding shares of VapAria's 10% Series A convertible preferred stock. Upon completion of the foregoing transactions, (i) VapAria will become our wholly-owned subsidiary, (ii) VapAria's common stockholders will acquire 72% of our issued and outstanding common stock, and (iii) VapAria's holders of its Series A convertible preferred stock will own 100% of our issued and outstanding Preferred Stock, and (iv) we will change our name to VapAria Corporation.

VapAria, a development stage company, was founded in 2010 to engage in the research and development of vaporizing technologies and formulas and became operational in 2013. Prior to forming the Company and prior to directing it to become operational, the principals of VapAria had 28 years collective experience in vaporization and e-cigarette technology, having been partners in a joint venture with pioneers in the industry and having had undertaken significant work internationally researching and developing products, shepherding them through the patent process and introducing them into the US wholesale and retail supply chain. VapAria has licensed the rights to a patent and the option to license two pending patents related to vaporizing device technology and various formulas and expects to use this intellectual property to develop, manufacture and launch products into fast growing, dynamic markets in the US and throughout the world, including the smoke free tobacco alternative market (e-cigarettes); the over the counter (OTC) consumer market with products intended to increase energy and alertness, suppress appetite and aid in restful sleep and the pharmaceutical market – partnering with international pharmaceutical companies that desire to utilize our technologies to maximize and extend the value and the lives of their proprietary, patented portfolios.

VapAria has no revenues to date, and does not anticipate that it will generate revenues until at least the third quarter of 2015. VapAria incurred a net loss of approximately $50,000 since inception. Since its inception VapAria has had very limited operating capital, and has relied on a loan of $50,000, but the Company's principals have invested in excess of $500,000 in research and development and patent activities related to their technologies and they invested $2,514,435 in the joint venture before it dissolved.

Management intends that its near-term business focus will be to develop and successfully launch a product in partnership with well-capitalized and experienced industry participants based on an exclusive license and exclusive options to license patented and patent-pending technologies and formulations designed to significantly improve on current e-cigarette technology and other consumer products in the marketplace today.

The Company is also exploring commercializing a lobelia formulation, for which it has an exclusive license, for the e-cigarette and vapor market in the near term. This patent covers a formulation for an FDA exempt herbal remedy that contains lobeline, an alkaloid that produces effects similar to nicotine and caffeine and can be commercialized as a smoking alternative and respiratory tonic and restorative. The benefits of commercializing this formulation include providing a product into today's e-cigarette and vapor market that would not be subject to taxes similar to tobacco taxes that are now being introduced throughout the country on nicotine-containing products.

The ability of VapAria to continue as a going concern is dependent upon its ability to successfully accomplish the plan described in the preceding paragraph and eventually attain profitable operations. The accompanying financial statements do not include any adjustments that may be necessary if the company is unable to continue as a going concern.

During the next year, VapAria's foreseeable cash requirements will include protection prosecution activities and ordinary business expenses associated with identifying, meeting with and negotiating with potential business partners. Such expenses could include the establishment of salaries and benefits for key members of the management and administrative team, and payment of expenses associated with research and development. Absent funding, VapAria will experience a cash shortfall and will not be able to accomplish its business plan.

Historically, it has relied on a loan of $50,000 by its founders and resources of several founders and its management has worked without compensation. Management may raise additional capital through future public or private offerings of the Company's stock or through loans from private investors, although there can be no assurance that it will be able to obtain such financing. The Company's failure to do so could have a material an adverse effect upon it and its shareholders.

See additional information in **Business of the Acquisition Candidate** below.

The reconfirmation offer must commence within five business days after the effective date of the post-effective amendment. Pursuant to Rule 419, the terms of the reconfirmation offer must include the following conditions:

(i) Within five business days after the effective date of the post-effective amendment(s), the registrant shall send by first class mail or other equally prompt means, to each purchaser of securities held in escrow or trust, a copy of the prospectus contained in the post-effective amendment and any amendment or supplement thereto;

(ii) Each purchaser shall have no fewer than 20 business days and no more than 45 business days from the effective date of the post-effective amendment to notify the registrant in writing that the purchaser elects to remain an investor. If the registrant has not received such written notification by the 45th business day following the effective date of the post-effective amendment, funds and interest or dividends, if any, held in the escrow or trust account shall be sent by first class mail or other equally prompt means to the purchaser within five business days;

(iii) The acquisition(s) meeting the criteria set forth in herein (80% of the fair market value of the offering) will be consummated if a sufficient number of purchasers confirm their investments; and

(iv) If a consummated acquisition(s) meeting the requirements of this section has not occurred by a date 18 months after the effective date of the initial registration statement, funds held in the escrow or trust account shall be returned by first class mail or equally prompt means to the purchaser within five business days following that date.

The escrowed funds cannot be released until:

(i) The escrow agent or trustee has received a signed representation from the registrant, together with other evidence acceptable to the escrow agent or trustee, that the requirements of paragraph i, ii and iii above have been met; and

(ii) Consummation of an acquisition(s) meeting the requirements of paragraph iii above.

Notice of Reconfirmation

Investors will have no fewer than 20 business days and no more than 45 business days to notify the Company of their election to remain an investor. Investors must notify the Company of their election on or before ________, 2014. Each investor will be mailed an election form to complete and sign which will then be mailed back to the Company at 5881 NW 151 st Street, Suite 216, Miami Lakes, FL 33014.

USE OF PROCEEDS

The Company intends to use the proceeds from this offering as follows:

Application Of Proceeds	$20,000 Raised in Offering	
	$	% of total
Total Offering Proceeds	$ 20,000	100.00%
Net Offering Proceeds	$ 20,000	100.00%
Working Capital (1) -	$ 20,000	100.00%
Total Use of Proceeds	$ 20,000	100.00%

(1) The category of Working Capital includes legal fees, accounting fees, printing costs, postage, communication services, overnight delivery charges, consulting fees, and other general operating expenses.

DETERMINATION OF OFFERING PRICE

The offering price of the common stock has been arbitrarily determined and bears no relationship to any objective criterion of value. The price does not bear any relationship to our assets, book value, historical earnings or net worth. No valuation or appraisal has been prepared for our business. We cannot assure you that a public market for our securities will develop or continue or that the securities will ever trade at a price higher than the offering price. The Company sold 1,000,000 shares at a price of $0.02 per share to 32 shareholders in the offering.

DILUTION

"Dilution" represents the difference between the offering price of the shares of common stock and the net book value per share of common stock immediately after completion of the offering. "Net book value" is the amount that results from subtracting total liabilities from total assets. In this offering, the level of dilution is increased as a result of the relatively low book value of our issued and outstanding stock. Assuming all shares offered herein are sold, giving effect to the receipt of the proceeds of this offering net of the offering expenses, our net book value will be $18,000 or $.02 per share. Therefore, the purchasers of the common stock in this offering incurred an immediate and substantial dilution of approximately $ 0.018 per share while our present stockholders received an increase of $ $ 0.002_ per share in the net tangible book value of the shares they hold. This will result in a 90% dilution for purchasers of stock in this offering.

The following table illustrates the dilution to the purchasers of the common stock in this offering:

		$20,000 Offering
Offering Price Per Share	$	0.02
Book Value Per Share Before the Offering	$	0.___
Book Value Per Share After the Offering	$	0. 018_
Net Increase to Original Shareholder	$	0. 018
Decrease in Investment to New Shareholders	$	0. 002
Dilution to New Shareholders (%)		90%

PLAN OF DISTRIBUTION

There is no public market for our common stock. Our common stock is currently held by one shareholder. Therefore, the current and potential market for our common stock is limited and the liquidity of our shares may be severely limited. To date, we have made no effort to obtain listing or quotation of our securities on a national stock exchange or association. The Company has not identified or approached any broker/dealers with regard to assisting us to apply for such listing. The Company is unable to estimate when we expect to undertake this endeavor or that we will be successful. In the absence of listing, no market is available for investors in our common stock to sell their shares. The Company cannot guarantee that a meaningful trading market will develop or that we will be able to get our common stock listed for trading. No trading in our common stock being offered will be permitted until the completion of a business combination meeting the requirements of Rule 419. The Company intends to have its securities traded on the OTC:BB but there is no guaranty that the Company will ever be approved to trade on any exchange.

If the stock ever becomes tradable, the trading price of our common stock could be subject to wide fluctuations in response to various events or factors, many of which are beyond our control. As a result, investors may be unable to sell their shares at or greater than the price at which they are being offered.

This offering will be conducted on a best-efforts basis utilizing the efforts of Miguel Dotres, the sole officer and director of the Company. The Company must sell all of the shares of the new issue (1,000,000 shares) prior to sale of any shares held by Mr. Dotres (8,000,000 shares). Potential investors include, but are not limited to, family, friends, and acquaintances of Miguel Dotres. The intended methods of communication include, without limitation, telephone and personal contact. In efforts to sell this offering, no mass advertising methods such as the interest or print media will be used. Every potential purchaser will be provided with a prospectus at the time any offer is made, as well as a copy of the subscription agreement.

Checks payable as disclosed herein received in connection with sales of our securities will be transmitted immediately into an Escrow Account until the offering is closed. There can be no assurance that all, or any, of the shares will be sold. The shares from Miguel Dotres will be placed into the Escrow Account. The escrow agreement sets forth the offering priorities between the Company's shares and those held by Miguel Dotres. The total offering by the Company must be subscribed prior to the offering of any shares by Mr. Dotres.

Miguel Dotres will not receive commissions for any sales originated on our behalf. We believe that Miguel Dotres is exempt from registration as a broker under the provisions of Rule 3a4-1 promulgated under the Securities Exchange Act of 1934. In particular, as to Miguel Dotres, he:

Is not subject to a statutory disqualification, as that term is defined in Section 3(a)39 of the Act, at the time of his or her participation; and

Is not to be compensated in connection with his participation by the payment of commissions or other remuneration based either directly or indirectly on transactions in securities; and

Is not an associated person of a broker or dealer; and

Meets the conditions of the following:

Primarily performs, or is intended primarily to perform at the end of the offering, substantial duties for or on behalf of the issuer otherwise than in connection with transactions in securities; and

Was not a broker or dealer, or associated persons of a broker or dealer, within the preceding 12 months; and

Did not participate in selling an offering of securities for any issuer more than once every 12 months other than in reliance on paragraphs within this section, except that for securities issued pursuant to rule 415 under the Securities Act of 1933, the 12 months shall begin with the last sale of any security included within one rule 415 registration.

Miguel Dotres, our sole officer or director, shall be deemed an underwriter for the purposes of this offering.

In order to comply with the applicable securities laws of certain states, the securities may not be offered or sold unless they have been registered or qualified for sale in such states or an exemption from such registration or qualification requirement is available and with which we have complied. The purchasers in this offering and in any subsequent trading market must be residents of such states where the shares have been registered or qualified for sale or an exemption from such registration or qualification requirement is available. As of this date, we have not identified the specific states where the offering will be sold.

The Company is conducting a "Blank Check" offering subject to Rule 419 of Regulation C as promulgated by the U.S. Securities and Exchange Commission (the "SEC.") under the Securities Act of 1933, as amended (the "Securities Act").The net offering proceeds, after deduction for offering expenses and sales commissions, and the securities to be issued to investors must be deposited in an escrow account (the "Deposited Funds" and "Deposited Securities," respectively). While held in the escrow account, the deposited securities may not be traded or transferred other than by will or the laws of descent and distribution, or pursuant to a qualified domestic relations order as defined by the Internal Revenue Code of 1986 as amended (26 U.S.C. 1 et seq.), or Title 1 of the Employee Retirement Income Security Act (29 U.S.C. 1001 et seq.), or the rules thereunder. Except for an amount up to 10% of the deposited funds otherwise releasable under Rule 419 once the offering has been fully completed and escrow agent receives a written request of the registrant, the deposited funds and the deposited securities may not be released until an acquisition meeting certain specified criteria (80% of the value of the amount of both the company and selling shareholder offering) has been consummated and a sufficient number of investors (holders of 80% of the shares sold hereunder both company and selling shareholder sales) reconfirm their investment in accordance with the procedures set forth in Rule 419. Pursuant to these procedures, this prospectus, which describes an acquisition candidate and its business and includes audited financial statements, will be delivered to all investors. The Company must return the pro rata portion of the deposited funds to any investor who does not elect to remain an investor. Unless a sufficient number of investors elect to remain investors, all investors will be entitled to the return of a pro rata portion of the deposited funds (plus interest) and none of the deposited securities will be issued to investors. In the event an acquisition is not consummated within 18 months of the effective date of this prospectus, the deposited funds will be returned on a pro rata basis to all investors and the Company will cease this offering.

The proceeds from the sale of the shares in this offering were payable to Branch Banking & Trust Co. FBO OICco Acquisition IV, Inc. ("Escrow Account") and were deposited in a non-interest bearing bank account at escrow agent Branch Banking & Trust Co. until the escrow conditions are met. In the event that interest is earned on the deposit such interest shall be for the sole benefit of the purchasers from this offering. No interest will be paid to any shareholder or the Company. All subscription agreements and checks are irrevocable. All subscription funds will be held in the Escrow Account until the offering has been fully completed and escrow agent receives a written request of the registrant at which time 10% of the proceeds may be release to the company and no other funds shall be released to OICco Acquisition IV, Inc. until such a time as the escrow conditions are met. The escrow agent will continue to receive funds and perform additional disbursements until either 18 months from the effectiveness of this registration or the successful conclusion of the reconfirmation whichever event first occurs. Thereafter, this escrow agreement shall terminate. The fee of the Escrow Agent is $2,500.00. Any subscribers will be notified of in writing a minimum of 20 days prior to the beginning of any extension in the offering period.

DESCRIPTION OF SECURITIES TO BE REGISTERED

Common Stock

OICco Acquisition I, Inc. is authorized to issue 100,000,000 shares of common stock, $0.001 par value. The Company has issued 8,000,000 shares of common stock to date held by one shareholder of record. In addition, it has sold 1,000,000 shares currently held in escrow, together with the Dotres shares under Rule 419 to a total of 32 subscribers. All shares of common stock now outstanding are fully paid and non-assessable and all shares of common stock, which are the subject of this offering, when issued, will be fully paid and non-assessable.

Preemptive Rights

No holder of any shares of our common stock has preemptive or preferential rights to acquire or subscribe for any unissued shares of any class of stock or any unauthorized securities convertible into or carrying any right, option or warrant to subscribe for or acquire shares of any class of stock not disclosed herein.

Non-Cumulative Voting

Holders of our common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose, and, in such event, the holders of the remaining shares will not be able to elect any directors.

Cash Dividends

As of the date of this prospectus, we have not paid any cash dividends to stockholders. The declaration of any future cash dividend will be at the discretion of the Board of Directors and will depend upon earnings, if any, capital requirements and our financial position, general economic conditions, and other pertinent conditions. The Company does not intend to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in business operations.

Reports

After this offering, we will make available to its shareholders annual financial reports certified by independent accountants, and may, at its discretion, furnish unaudited quarterly financial reports.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This section must be read in conjunction with the Audited Financial Statements included in this prospectus.

Plan of Operation

OICco Acquisition IV, Inc. was incorporated on December 21, 2009.

We intend to seek to acquire assets or shares of an entity actively engaged in business which generates revenues, in exchange for its securities and further describes such businesses herein.

The Company had obtained audited financial statements of the target entity and this reconfirmation offering must be completed prior to the consummation of the merger/acquisition.

The Company is filing this registration statement on a voluntary basis because the primary attraction of the Company as a merger partner or acquisition vehicle will be its status as an SEC reporting company. This proposed business combination will result in a significant issuance of shares and substantial dilution to present stockholders of the Company.

General Business Plan

The Company's purpose is to seek, investigate and, if such investigation warrants, acquire an interest in business opportunities presented to it by persons or firms who or which desire to seek the perceived advantages of an Exchange Act registered corporation. The Company has not restricted its search to any specific business, industry, or geographical location and the Company may participate in a business venture of virtually any kind or nature.

We may seek a business opportunity with entities which have recently commenced operations, or which wish to utilize the public marketplace in order to raise additional capital in order to expand into new products or markets, to develop a new product or service, or for other corporate purposes. The Company may acquire assets and establish wholly-owned subsidiaries in various businesses or acquire existing businesses as subsidiaries.

The Company anticipates that the selection of a business opportunity in which to participate will be complex and extremely risky. Due to general economic conditions, rapid technological advances being made in some industries and shortages of available capital, management believes that there are numerous firms seeking the perceived benefits of a publicly registered corporation. Such perceived benefits may include facilitating or improving the terms on which additional equity financing may be sought, providing liquidity for incentive stock options or similar benefits to key employees, providing liquidity (subject to restrictions of applicable statutes) for all shareholders and other factors. Business opportunities may be available in many different industries and at various stages of development, all of which will make the task of comparative investigation and analysis of such business opportunities extremely difficult and complex.

Management of the Company, while not experienced in matters relating to the new business of the Company, has relied upon its own efforts in accomplishing the business purposes of the Company. It is not anticipated that any outside consultants or advisors, other than the Company's legal counsel and accountants, will be utilized by the Company to effectuate its business purposes described herein. However, if the Company does retain such an outside consultant or advisor, any cash fee earned by such party will need to be paid by the prospective merger/acquisition candidate, as the Company has no cash assets with which to pay such obligation. There have been no discussions, understandings, contracts or agreements with any outside consultants and none are anticipated in the future. In the past, the Company's management has never used outside consultants or advisors in connection with a merger or acquisition.

Acquisition Opportunities

In implementing a structure for a particular business acquisition, the Company will become a party to a share exchange agreement with another corporation. On the consummation of a transaction, the present management and shareholder of the Company will no longer be in control of the Company. In addition, the Company's director will resign and be replaced by new directors without a vote of the Company's shareholders. In connection with the share exchange with the VapAria shareholders, we will, prior to closing, amend our Articles of Incorporation to provide for a series of convertible preferred stock.

In implementing a structure for a particular business acquisition, the Company may become a party to a merger, consolidation, reorganization, joint venture, or licensing agreement with another corporation or entity. It may also acquire stock or assets of an existing business. On the consummation of a transaction, it is probable that the present management and shareholder of the Company will no longer be in control of the Company. In addition, the Company's director may, as part of the terms of the acquisition transaction, resign and be replaced by new directors without a vote of the Company's shareholders.

Mr. Dotres must sell his shares at $0.02 per share, if at all, during the offering period. It is anticipated that, after the offering period is closed, Mr. Dotres may actively negotiate or otherwise consent to the purchase of a portion of his common stock as a condition to, or in connection with, a proposed merger or acquisition transaction at a negotiated price. No transfer or sales of any shares held in escrow shall be permitted other than by will or the laws of descent and distribution, or pursuant to a qualified domestic relations order as defined by the Internal Revenue Code of 1986 as amended (26 U.S.C. 1 et seq.), or Title 1 of the Employee Retirement Income Security Act (29 U.S.C. 1001 et seq.), or the rules thereunder. Any and all such sales will only be made in compliance with the securities laws of the United States and any applicable state.

It is anticipated that any securities issued in any such reorganization would be issued in reliance upon exemption from registration under applicable federal and state securities laws. In some circumstances, however, as a negotiated element of its transaction, the Company may agree to register all or a part of such securities immediately after the transaction is consummated or at specified times thereafter. If such registration occurs, of which there can be no assurance, it will be undertaken by the surviving entity after the Company has successfully consummated a merger or acquisition and the Company is no longer considered a "shell" company. Until such time as this occurs, the Company will not attempt to register any additional securities. The issuance of substantial additional securities and their potential sale into any trading market which may develop in the Company's securities may have a depressive effect on the value of the Company's securities in the future, if such a market develops, of which there is no assurance.

While the actual terms of a transaction to which the Company may be a party cannot be predicted, it may be expected that the parties to the business transaction will find it desirable to avoid the creation of a taxable event and thereby structure the acquisition in a so-called "tax-free" reorganization under Sections 368a or 351 of the Internal Revenue Code (the "Code").

With respect to any merger or acquisition, negotiations with target company management is expected to focus on the percentage of the Company which target company shareholders would acquire in exchange for all of their shareholdings in the target company. Depending upon, among other things, the target company's assets and liabilities, the Company's shareholders will in all likelihood hold a substantially lesser percentage ownership interest in the Company following any merger or acquisition. The percentage ownership may be subject to significant reduction in the event the Company acquires a target company with substantial assets. Any merger or acquisition effected by the Company can be expected to have a significant dilutive effect on the percentage of shares held by the Company's then-shareholders.

The Company will participate in a business opportunity only after the negotiation and execution of appropriate written agreements. Although the terms of such agreements cannot be predicted, generally such agreements will require some specific representations and warranties by all of the parties thereto, will specify certain events of default, will detail the terms of closing and the conditions which must be satisfied by each of the parties prior to and after such closing, will outline the manner of bearing costs, including costs associated with the Company's attorneys and accountants, will set forth remedies on default and will include miscellaneous other terms.

As stated herein above, the Company will not acquire or merge with any entity that cannot provide independent audited financial statements. The Company will need to file such audited statements as part of this post-effective amendment (reconfirmation). In the event that a previously approved target acquisition was later voided by management, shareholders may be left without an operating company and thus the value of their shares would be greatly diminished.

Emerging Growth Company

The Company shall continue to be deemed an emerging growth company until the earliest of:

(A) the last day of the fiscal year of the issuer during which it had total annual gross revenues of $1,000,000,000 (as such amount is indexed for inflation every 5 years by the Commission to reflect the change in the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, setting the threshold to the nearest 1,000,000) or more;

(B) the last day of the fiscal year of the issuer following the fifth anniversary of the date of the first sale of common equity securities of the issuer pursuant to an effective registration statement under this title;

(C) the date on which such issuer has, during the previous 3-year period, issued more than $1,000,000,000 in non-convertible debt; or

(D) the date on which such issuer is deemed to be a 'large accelerated filer', as defined in section 240.12b-2 of title 17, Code of Federal Regulations, or any successor thereto.'.

As an emerging growth company the company is exempt from Section 404(b) of Sarbanes Oxley. Section 404(a) requires Issuers to publish information in their annual reports concerning the scope and adequacy of the internal control structure and procedures for financial reporting. This statement shall also assess the effectiveness of such internal controls and procedures.

Section 404(b) requires that the registered accounting firm shall, in the same report, attest to and report on the assessment on the effectiveness of the internal control structure and procedures for financial reporting.

As an emerging growth company the company is exempt from Section 14A and B of the Securities Exchange Act of 1934 which require the shareholder approval of executive compensation and golden parachutes.

The Company has irrevocably opted out of the extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the Act.

OICco Acquisition IV, Inc.'s operations and corporate offices are located at 4412 8th Street SW, Vero Beach, FL 32968, with a telephone number of (954) 362-7598.

OICco Acquisition IV, Inc.'s fiscal year end is Dec. 31.

Current Management

Our director is elected by the stockholders to a term of one year and serve until a successor is elected and qualified. Our officer is appointed by the Board of Directors to a term of one year and serve until a successor is duly elected and qualified, or until removed from office. Our Board of Directors does not have any nominating, auditing or compensation committees.

The following table sets forth certain information regarding our executive officer and director as of the date of this prospectus.

Name	Age	Position	Period of Service [1]
Ron Davis [3]	72	President, Secretary, Treasurer, and Director	July 2009 to July 2013
Miguel Dotres [2]	42	President, Secretary, Treasurer, and Director	July 2013

Notes:

(1) Our director will hold office until the next annual meeting of the stockholders, typically held on or near the anniversary date of inception, and until successors have been elected and qualified. Mr. Dotres is the sole director and he appointed himself as the company's sole officer and will hold office until resignation r removal from office.

(2) Mr. Dotres has outside interests and obligations other than OICco Acquisition IV, Inc. He intends to spend approximately 10 hours per month on our business affairs. At the date of this prospectus, OICco Acquisition IV, Inc. is not engaged in any transactions, either directly or indirectly, with any persons or organizations considered promoters other than Miguel Dotres.

(3) Mr. Davis our initial director, served as President, Secretary, Treasurer and Director until he resigned on July 1, 2013

BACKGROUND OF DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

Miguel Dotres, President, Secretary, Treasurer, Director, Sole Shareholder, age 42.

In December 2004 Mr. Dotres founded Internet Entertainment Programming Network Inc. This company was organized to produce internet radio stations and programming solutions. Dotres was Chief Executive Officer of the company. From inception to Dotres resignation from the company, he provided management and financial backing. In addition, he was instrumental in raising capital to facilitate future growth. As of December 2006, Dotres resigned his position to seek other opportunities and continued acting in a limited advisory role with the company until June 2007.

In February 2006 Dotres co-founded Grid Merchant Partners Inc., an internet based credit card processing and e-check processing company. Grid Merchant Partners electronic transactions included Visa, MasterCard, AMEX, Discover, Debit and EBT. In March 2007 Payless Telecom Solutions publicly traded company (PYSJ) acquired Grid Merchant Processing Inc. and Dotres resigned his position April 2007.

In September of 2007 Mr. Dotres became the Chief Operations Officer for Merlot Inc. a Florida restaurant company that operated two restaurants in Jupiter, FL. Dotres played an integral part in improving operations and increasing sales to over 1.5 million dollars. Dotres resigned from the company in July 2010 to seek other opportunities.

From July 2010 to present Dotres founded Diversified Corporate Investment Group Inc. and is the sole member and control person of this company. Mr. Dotres provides specialized business services to business seeking to build social media awareness and network in the social media space.

From January 2013 to October 2013. Dotres was the sole officer and director of OICco Acquisition I, Inc. OICco Acquisition I, Inc., engaged in a Rule 419 offering and acquired the issued and outstanding shares of Imperial Automotive Group, Inc.

From November 2013 to present Mr. Dotres was appointed as the sole officer and director of Petrus Resources Corporation.

Petrus Resources Corporation was incorporated in the State of Delaware on March 2, 2011, to engage in any lawful corporation undertaking, including, but not limited to, selected mergers and acquisitions. The Company has been in the developmental stage since inception and has no operations to date. Other than issuing shares to its original shareholder, the Company never commenced any operational activities. The proposed business activities of Petrus Resources Corporation classify the Company as a "blank check" company.

Ronald A. Davis, President, age 72

Mr. Davis was the initial sole officer, director and shareholder of the Company and thus was also a promoter of the Company. Mr. Davis currently has no involvement with the Company.

In December 2005, Davis founded St. Vincent Press, Inc. This company was organized to publish short run books with a small audience. Davis was Chief Executive Officer of the company. From inception to Davis' resignation from the Company, he provided management and financial backing. In addition, he was instrumental in raising about $50,000 to facilitate future growth. As of December 2007, Davis resigned his position to seek other opportunities and is now acting in a limited advisory role with the company.

Davis was the sole officer and director of Bella Viaggio, Inc., a Reporting Company with the Securities and Exchange Commission. Davis formed this corporation in June 2007 for the purpose developing day spas and upscale hair salons. To date, Bella has not commenced business operations. As part of Davis' efforts to simplify his operations, he has resigned his positions as President and director of Bella, and no longer has an interest in the company other than as beneficial owner of 16,000 shares of common stock.

From August 2007 to December 2007, Davis was the Treasurer of Friendly Auto Dealers, Inc., a Reporting Company whose common stock is currently listed on the Over the Counter Bulletin Board ("OTCBB") under the trading symbol FYAD. He served in a limited role for this Company providing accounting services until he resigned from the Company. At the date of his resignation Friendly had not commenced business operations.

In February 2008, Davis founded Genesis Corporate Development, LLC and was the managing director where he provided business consulting services to start-up companies. Davis advised on such matters as business plan development, identifying angel groups interested in investments similar to the client's project, and assisted with writing and developing business and finance strategies. Prior to Genesis Corporate Development Davis operated his consulting services through Heartland Managed Risk, LLC (established in 2002.) This business was combined with Genesis in the spring of 2008. Genesis has since been dissolved.

In March 2008, Davis founded Walker, Bannister & Dunn, LLC and was the sole member and control person of this Company. Through this business Davis provided specialized consulting services to businesses seeking private and public equity financing. This Company has now been dissolved.

Since leaving the above positions, Mr. Davis has worked in various aspects of mergers and acquisitions. During his tenure as CEO of Caffe Diva, a public entity (described below), he successfully negotiated 41 acquisitions of competitors in a roll-up strategy that helped the company grow from six locations to 47 locations in nine states.

Davis is a member of the National Investment Bankers Association and Financial Services Exchange, both of which are associations of firms and individuals involved in the APO, IPO, Private Placement and merger and acquisitions.

Currently Davis owns approximately 34% of the common stock of Rangeford Resources, Inc. Davis is a minority shareholder and performs no management role for the Company; however, he may be deemed to be a control person because of his significant minority holding. Rangeford has not commenced operations except for investigating various oil and gas properties that in the view of management has the best prospects for success. To date, no agreements have been reached and the company continues to generate no revenues.

The registrant currently has no independent directors as the sole director of the company is Miguel Dotres.

Our officer and director is not a full time employee of our company and is actively involved in other business pursuits. He also intends to form additional blank check companies in the future that will have corporate structures and business plans that are similar or identical to ours. Accordingly, he may be subject to a variety of conflicts of interest. Since our officer and director is not required to devote any specific amount of time to our business, she will experience conflicts in allocating his time among his various business interests. Moreover, any future blank check companies that are organized by our officer and director may compete with our company in the search for a suitable target.

In general, officers and directors of a Delaware corporation are obligated to exercise their powers in good faith and with a view to the interests of the corporation.

To minimize potential conflicts of interest arising from multiple corporate affiliations, our officer and director will not ordinarily make affirmative decisions to allocate a particular business opportunity to a particular acquisition vehicle. Instead, he will provide the available due diligence information on all available acquisition vehicles to the potential target, and ask the potential target to make a final selection. There is no assurance that a potential target will conclude that our Company is best suited to its needs or that an acquisition will ever occur.

EXECUTIVE COMPENSATION

Summary Compensation Table

		Annual Compensation			Long-Term Compensation			
Name and Principal Position	Year	Salary ($)	Bonus ($)	Other Annual Compensation ($)	Restricted Stock Awards ($)	Securities Underlying Options (#)	LTIP Payouts ($)	All Other Compensation ($)
Ronald Davis Officer and Director	2012 2013	— —	— —	— —	— —	— —	— —	— —
Miguel Dotres, Officer and Director	2013	—	—	—	—	—	—	—

Directors' Compensation

Our director is not entitled to receive compensation for services rendered to OICco Acquisition IV, Inc. or for each meeting attended except for reimbursement of out-of-pocket expenses. There are no formal or informal arrangements or agreements to compensate directors for services provided as a director.

Employment Contracts And Officers' Compensation

Since our incorporation, we have not paid any compensation to any officer, director or employee. We do not have employment agreements. Any future compensation to be paid will be determined by the Board of Directors, and, as appropriate, an employment agreement will be executed. We do not currently have plans to pay any compensation until such time as it maintains a positive cash flow.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

On or about Dec. 21, 2009, Ronald Davis, our officer and director, paid for expenses involved with the incorporation of OICco Acquisition IV, Inc. with personal funds on behalf of OICco Acquisition IV, Inc., in exchange for 8,000,000 shares of common stock each, par value $0.0001 per share, which issuance was exempt from the registration provisions of Section 5 of the Securities Act under Section 4(2) of the Securities Act.

The price of the common stock issued to Ronald Davis was arbitrarily determined and bore no relationship to any objective criterion of value. At the time of issuance, the Company was recently formed or in the process of being formed and possessed no assets.

Miguel Dotres, the Company's sole officer and director and Mr. Davis the initial founder and previous officer and director are the only promoters of the Company.

OICCO ACQUISITION IV, INC.
SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information as of the date of this offering with respect to the beneficial ownership of our common stock by all persons known to us to be beneficial owners of more than 5% of any such outstanding classes, and by the director and executive officer, and by all officers and directors as a group. Unless otherwise specified, the named beneficial owner has, to our knowledge, either sole or majority voting and investment power.

Title Of Class	Name, Title and Address of Beneficial Owner of Shares [1]	Amount of Beneficial Ownership [2]	Percent of Class
Common	Miguel Dotres, President, Secretary, Treasurer and Director	8,000,000	88%
	All Directors and Officers as a group (1 person)	8,000,000	88%

Footnotes

[1] The address of the executive officer one director is c/o OICco Acquisition IV, Inc., 5881 NW 151 Street, Suite 216, Miami Lakes, FL 33014.

[2] As used in this table, "beneficial ownership" means the sole or shared power to vote, or to direct the voting of, a security, or the sole or share investment power with respect to a security (i.e., the power to dispose of, or to direct the disposition of a security).

During the year ended December 31, 2013, $3,500 was advanced by related parties for operating expenses of the Company. The amount is unsecured, non-interest bearing and due on demand.

DESCRIPTION OF PROPERTY

We use a corporate office located at 5881 NW 151 st Street, Suite 216, Miami Lakes, Florida 33014. Office space, utilities and storage are currently being provided free of charge at the present time at this address. There are currently no proposed programs for the renovation, improvement or development of the facilities currently in use.

REPORTS TO SECURITY HOLDERS

1. After this offering, OICco will furnish shareholders with audited annual financial reports certified by independent accountants, and may, in its discretion, furnish unaudited quarterly financial reports.

2. After this offering, OICco will file periodic and current reports with the Securities and Exchange Commission as required to maintain the fully reporting status. The Company intends to file Form 8-K upon effectiveness of this registration.

3. The public may read and copy any materials OICco files with the SEC at the SEC's Public Reference Room at 100 F Street, N.E. Washington D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. OICco's SEC filings will also be available on the SEC's Internet site. The address of that site is: http://www.sec.gov

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

The Securities and Exchange Commission's Policy on Indemnification

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the company pursuant to any provisions contained in its Articles of Incorporation, Bylaws, or otherwise, OICco Acquisition IV, Inc. has been advised that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by OICco of expenses incurred or paid by a director, officer or controlling person of OICco in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, OICco will, unless in the opinion of OICco legal counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether indemnification is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

LEGAL MATTERS

Pearlman Schneider LLP is legal counsel to the Company. Pearlman Schneider LLP has provided an opinion on the validity of the common stock to be issued pursuant to this Registration Statement. Pearlman Schneider LLP has also been retained as special counsel to our Company for purposes of facilitating our efforts in securing registration before the Commission and eventual listing on the OTCBB®.

Report of Independent Registered Public Accounting Firm

To the Board of Directors of
OICco Acquisition IV, Inc.
(A Development Stage Company)
Vero Beach, Florida

We have audited the accompanying balance sheets of OICco Acquisition IV, Inc. (a development stage company) (the "Company") as of December 31, 2013 and 2012 and the related statements of expenses, stockholders' deficit, and cash flows for each of the years then ended, and for the period from December 21, 2009 (inception) through December 31, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2013 and 2012 and the results of its operations and its cash flows for each of the years then ended and for the period of December 21, 2009 (inception) through December 31, 2013, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company suffered recurring losses since inception, which raises substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ MALONEBAILEY, LLP

MALONEBAILEY, LLP
www.malonebailey.com
Houston, Texas
April 17, 2014

Report of Independent Registered Public Accounting Firm

To the Board of Directors of
Vaparia Corporation
(A Development Stage Company)
Minneapolis, Minnesota

We have audited the accompanying balance sheets of Vaparia Corporation (a development stage company) (the "Company") as of December 31, 2013 and 2012 and the related statements of expenses, stockholders' deficit, and cash flows for each of the years then ended, and for the period from March 22, 2010 (inception) through December 31, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2013 and 2012 and the results of its operations and its cash flows for each of the years then ended and for the period of March 22, 2010 (inception) through December 31, 2013, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company suffered recurring losses since inception, which raises substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ MALONEBAILEY, LLP

MALONEBAILEY, LLP
www.malonebailey.com
Houston, Texas
April 29, 2014

OICco Acquisition IV, Inc.
(A Development Stage Company)
Balance Sheets

	December 31, 2013	December 31, 2012
ASSETS		
Total assets	$ —	$ —
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities		
Accounts payable	$ 2,685	$ 1,185
Note payable- related party	6,000	2,500
Total current liabilities	8,685	3,685
Stockholders' deficit		
Common stock, $0.0001 par value; 100,000,000 shares authorized; 8,000,000 shares issued and outstanding	800	800
Additional paid in capital	4,388	4,388
Deficit accumulated during the development stage	(13,873)	(8,873)
Total stockholders' deficit	(8,685)	(3,685)
Total liabilities and stockholders' deficit	$ —	$ —

See accompanying notes to financial statements.

OICco Acquisition IV, Inc.
(A Development Stage Company)
Statements of Operations

	Year ended December 31, 2013	Year ended December 31, 2012	Period from December 21, 2009 (Inception) to December 31, 2013
Revenues	$ —	$ —	$ —
Operating expenses			
General and administrative	—	—	873
Professional fees	5,000	—	13,000
Total operating expenses	5,000	—	13,873
Net loss	$ (5,000)	$ —	$ (13,873)
Basic and diluted loss per common share	$ (0.00)	$ (0.00)	
Basic and diluted weighted average shares outstanding	8,000,000	8,000,000	

See accompanying notes to financial statements.

OICco Acquisition IV, Inc.
(A Development Stage Company)
Statement of Changes in Stockholders' Equity (Deficit)

	Common Stock		Additional Paid In Capital	Accumulated Deficit	Total
	Shares	Amount			
Balance, December 21, 2009 (Inception)	—	$ —	$ —	$ —	$ —
Common stock issued for cash	8,000,000	800	4,388	—	5,188
Net loss, period ending December 31, 2009	—	—	—	(5,188)	(5,188)
Balance, December 31, 2009	8,000,000	800	4,388	(5,188)	—
Net loss, year ending December 31, 2010	—	—	—	(3,185)	(3,185)
Balance, December 31, 2010	8,000,000	800	4,388	(8,373)	(3,185)
Net loss, year ending December 31, 2011	—	—	—	(500)	(500)
Balance, December 31, 2011	8,000,000	800	4,388	(8,873)	(3,685)
Net loss, year ending December 31, 2012	—	—	—	—	—
Balance, December 31, 2012	8,000,000	800	4,388	(8,873)	(3,685)
Net loss, year ending December 31, 2013	—	—	—	(5,000)	(5,000)
Balance, December 31, 2013	8,000,000	$ 800	$ 4,388	$ (13,873)	$ (8,685)

See accompanying notes to financial statements.

OICco Acquisition IV, Inc.
(A Development Stage Company)
Statements of Cash Flows

	Year ended December 31, 2013	Year ended December 31, 2012	Period of December 21, 2009 (Inception) to December 31, 2013
Cash flows from operating activities			
Net loss	$ (5,000)	$ —	$ (13,873)
Changes in operating liability:			
Accounts payable- related party	—	—	3,685
Accounts payable	1,500	—	1,500
Net cash used in operating activities	(3,500)	—	(8,688)
Cash flows from financing activities			
Proceeds from related party advances	3,500	—	3,500
Proceeds from common stock	—	—	5,188
Net cash provided by financing activities	3,500	—	8,688
Net change in cash	—	—	—
Cash, beginning of period	—	—	—
Cash, end of period	$ —	$ —	$ —
Supplemental cash flow information			
Cash paid for interest	$ —	$ —	$ —
Cash paid for income taxes	$ —	$ —	$ —

See accompanying notes to financial statements.

OICCO ACQUISITION IV, Inc.
(A Development Stage Company)
Notes to Financial Statements
December 31, 2013 and 2012

Note 1 - Nature of Business

OICco Acquisition IV, Inc. (the Company) was incorporated under the laws of the State of Delaware on December 21, 2009 with the principal business objective of merging with or being acquired by another entity and is therefore a blank check company. The Company currently has limited operations and, in accordance with ASC 915 *"Development Stage Entities,"* is considered a Development Stage Company. The Company has been in the developmental stage since inception and has no operating history other than organizational matters.

The Company has elected a fiscal year end of December 31.

Note 2 - Significant Accounting Policies

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash

For the Statements of Cash Flows, all highly liquid investments with maturity of three months or less are considered to be cash equivalents. There were no cash equivalents as of December 31, 2013 or 2012.

Income taxes

The Company accounts for income taxes under ASC 740 "Income Taxes" which codified SFAS 109, "Accounting for Income Taxes" and FIN 48 "Accounting for Uncertainty in Income Taxes – an Interpretation of FASB Statement No. 109." Under the asset and liability method of ASC 740, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Under ASC 740, the effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period the enactment occurs. A valuation allowance is provided for certain deferred tax assets if it is more likely than not that the Company will not realize tax assets through future operations.

Fair Value of Financial Instruments

The Company's financial instruments as defined by FASB ASC 825-10-50 include cash, trade accounts receivable, and accounts payable and accrued expenses. All instruments are accounted for on a historical cost basis, which, due to the short maturity of these financial instruments, approximates fair value at December 31, 2013 and 2012.

Fair Value of Financial Instruments (continued)

FASB ASC 820 defines fair value, establishes a framework for measuring fair value in accordance with generally accepted accounting principles, and expands disclosures about fair value measurements. ASC 820 establishes a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

Level 1. Observable inputs such as quoted prices in active markets;

Level 2. Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3. Unobservable inputs in which there is little or no market data, which requires the reporting entity to develop its own assumptions.

Note 2 - Significant Accounting Policies (continued)

The Company does not have any assets or liabilities measured at fair value on a recurring basis at December 31, 2013 or 2012. The Company did not have any fair value adjustments for assets and liabilities measured at fair value on a nonrecurring basis during the periods ended December 31, 2013 or 2012.

Earnings Per Share Information

FASB ASC 260, "Earnings Per Share" provides for calculation of "basic" and "diluted" earnings per share. Basic earnings per share includes no dilution and is computed by dividing net income (loss) available to common shareholders by the weighted average common shares outstanding for the period. Diluted earnings per share reflect the potential dilution of securities that could share in the earnings of an entity similar to fully diluted earnings per share. Basic and diluted loss per share were the same, at the reporting dates, as there were no common stock equivalents outstanding.

Going concern

The Company's financial statements are prepared in accordance with generally accepted accounting principles applicable to a going concern. This contemplates the realization of assets and the liquidation of liabilities in the normal course of business. Currently, the Company has minimal cash and no material assets, nor does it have operations or a source of revenue sufficient to cover its operation costs and allow it to continue as a going concern. The Company will be dependent upon the raising of additional capital through placement of our common stock in order to implement its business plan, or merge with an operating company. There can be no assurance that the Company will be successful in either situation in order to continue as a going concern. The officers and directors have committed to advancing certain operating costs of the Company. These factors raise substantial doubt about the Company's ability to continue as a going concern.

Recent Accounting Pronouncements

Recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force), the AICPA, and the SEC did not, or are not believed by management to, have a material impact on the Company's present or future consolidated financial statements.

Note 3 - Income Taxes

We did not provide any current or deferred U.S. federal income tax provision or benefit for any of the periods presented because we have experienced operating losses since inception. Under ACS 740 "Income Taxes," when it is more likely than not that a tax asset cannot be realized through future income the Company must allow for this future tax benefit. We provided a full valuation allowance on the net deferred tax asset, consisting of net operating loss carryforwards, because management has determined that it is more likely than not that we will not earn income sufficient to realize the deferred tax assets during the carry forward period.

The Company has not taken a tax position that, if challenged, would have a material effect on the financial statements for the years ended December 31, 2013 or 2012 applicable under ACS 740. As a result of the adoption of ACS 740, we did not recognize any adjustment to the liability for uncertain tax position and therefore did not record any adjustment to the beginning balance of accumulated deficit on the balance sheet.

OICCO ACQUISITION IV, Inc.
(A Development Stage Company)
Notes to Financial Statements
December 31, 2013 and 2012

Note 3 - Income Taxes (continued)

The component of the Company's deferred tax asset as of December 31, 2013 and 2012 are as follows:

	December 31, 2013	December 31, 2012
Net operating loss carry forward	$ 13,873	$ 8,873
Valuation allowance	(13,873)	(8,873)
Net deferred tax asset	$ —	$ —

A reconciliation of income taxes computed at the 35% statutory rate to the income tax recorded is as follows:

	December 31, 2013	December 31, 2012
Net operating loss carry forward	$ 4,856	$ 3,106
Valuation allowance	(4,856)	(3,106)
Net deferred tax asset	$ —	$ —

The Company did not pay any income taxes during the years ended December 31, 2013 or 2012.

The net federal operating loss carry forward will expire in 2029. This carry forward may be limited upon the consummation of a business combination under IRC Section 381.

Note 4 - Related Party Transactions

During the year ended December 31, 2013, $3,500 was advanced by related parties for the operating expenses of the Company. The amount is unsecured, noninterest bearing, and due on demand.

Note 5 – Subsequent Events

On April 11, 2014, we entered into a Share Exchange Agreement and Plan of Reorganization ("Agreement") with VapAria Corporation, ("VapAria"), a private company incorporated in Minnesota on March 10, 2010 with offices at 5550 Nicollet Avenue, Minneapolis, MN 55419. At the closing of the Agreement (which is contingent upon a 80% reconfirmation vote under Rule 419), pursuant to the terms of the Exchange Agreement, 36,000,000 shares of our common stock, par value $0.0001 per share (the "Common Stock") will be issued to VapAria, representing 100% of the issued and outstanding common shares of VapAria and 500,000 preferred shares representing 100% of the issued and outstanding shares of VapAria's Series A convertible preferred stock. Under the terms of the Exchange the board of directors and shareholders of OICco have agreed to authorize and issue a preferred stock with the same terms, conditions and designations of the preferred stock of VapAria Corporation which VapAria's board of directors authorized and issued December 31, 2013 in exchange for an intellectual property license agreement with an affiliate, Chong Corporation. Under the terms of the agreement VapAria shareholders will own 72% of the outstanding shares of the reorganized Company and we will change the Company's name to VapAria Corporation.

INFORMATION WITH RESPECT TO THE ACQUISITION

VAPARIA CORPORATION

Acquisition Candidate

General

VapAria Corporation is a development stage consumer products and wellness company focusing on the research, development, manufacturing and commercialization of novel, in-demand, proprietary products designed to deliver fast-acting, convenient solutions for contemporary lives and lifestyles. The basis of our product development is proprietary, patented and patent-pending technologies and formulas focused on three specific markets:

1) The smoke-free tobacco alternative market (e-cigarettes);

2) The over-the-counter (OTC) consumer market with products intended to increase energy and alertness, suppress appetite and aid in restful sleep; using our proprietary vaporized delivery system; and,

3) The pharmaceutical market - partnering with international pharmaceutical companies that desire to utilize our technologies to maximize and extend the value and the lives of their proprietary, patented product portfolios.

Our experience and our understanding of vaporizing technology and vapor-method medicant delivery has, to-date, resulted in the Company licensing one patent and optioning two patent applications from an affiliate, Chong Corporation, which has been assigned the patent and patent applications by two members of the current VapAria management team, Alexander Chong and William Bartkowski, and others as co-inventors pursuant to an Exclusive License and Option to License Agreement.

Prior to forming the Company and prior to directing it to become operational, the principals of VapAria had 28 years collective experience in vaporization and e-cigarette technology, having been partners in a joint venture with pioneers in the industry and having had undertaken significant work internationally researching and developing products, shepherding them through the patent process and introducing them into the US wholesale and retail supply chain.

Additionally, we are in the process of filing and/or licensing additional divisional patents and Continuation in Part (CIP) patents derived from our current portfolio, technology and ongoing research and development.

Exclusive License and Option to License Agreement

Effective December 31, 2013, VapAria entered into an Exclusive License and Option to License Agreement (the “Agreement”) with the Chong Corporation, a corporation owned and controlled by Alexander Chong, VapAria’s CEO and director. The License Agreement is for the Chong Corporation’s intellectual property portfolio described below and provides:

A license for the following patent:

- Lobelia Patent 8,287,922 - Issued October 16, 2012; a method for lobelia delivery is provided comprising: providing a lobelia solution suitable for vaporization in a compact handheld device; providing the compact handheld device; vaporizing the lobelia solution at a low temperature upon activation by a user such that an effective serving of lobelia is provided to the user. This patent covers a formulation for an FDA exempt herbal remedy that contains lobeline, an alkaloid that produces effects similar to nicotine and caffeine and can be commercialized as a smoking alternative and respiratory tonic and restorative. The benefits of commercializing this formulation include providing a product into today’s e-cigarette and vapor market that would not be subject to taxes similar to tobacco taxes that are now being introduced throughout the country on nicotine-containing products.

An option to license the following patent applications:

- Device Patent Application 20130199528 - A control system for a hand-held vapor delivery device, comprising: a circuit configured to provide a precise amount of power from a power source to heat a heating element to a minimum required temperature to completely vaporize a predetermined volume of a liquid, and control a precise duration of time to supply the precise amount of power to completely vaporize the predetermined volume of liquid at the required temperature. The application also utilizes alkaline battery chemistry and an enclosed cartridge that eliminates leaking and reduces the risks of oxidation, contamination and adulteration- making the device suitable for pharmaceutical applications

- Vaporized Medicants and Methods of Use Patent Application 20130072577 - Medicant solutions, i.e. suitable for vaporization at a low temperature: Medicants or active ingredients that are covered by the application include energy boosters, analgesics, sleep aids, motion sickness remedies and erectile dysfunction remedies.

In consideration for the Agreement, the Chong Corporation was paid a license issue fee and option to license fee (the "License Issue Fee") of $525,844 in the form of 500,000 shares of VapAria's 10% Series A Convertible Preferred Stock. In accordance with generally acceptable accounting principles ("GAAP"), the intellectual property is carried on the VapAria balance sheet at the historical carrying basis incurred by Chong Corporation of $196,401. In addition to the License Issue Fee, VapAria is obligated to pay a 3% royalty, which royalty commencing January 1, 2015, shall not be less than $50,000 per year. Further, VapAria is required to launch a commercial product based upon the license by December 31, 2015.

The license, subject to option, is exercisable at any time during the term of the Agreement at an option price not higher than $5 million, which may be payable in cash, equity or note acceptable to VapAria. It will be the intention of the Company to exercise this option.

The Agreement also provides that the Chong Corporation will prosecute and maintain the patent applications and patents under Patent Rights subject to VapAria's reimbursement of out-of-pocket costs.

Unless terminated earlier the Agreement will remain in effect for the last-to-expire patent or last-to-be abandoned patent application licensed under this Agreement.

Business Plan

Management intends that its near-term business focus will be to develop and successfully launch a product in partnership with well-capitalized and experienced industry participants based on our exclusive license and exclusive options to license patented and patent-pending technologies and formulations designed to significantly improve on current e-cigarette technology and other consumer products in the marketplace today.

Given the sophistication of the device that the Company's principals have designed, developed and submitted to the USPTO for a patent and the Company's exclusive license and exclusive option to license , and given that to date no e-cigarette or vapor company has chosen to proceed down a therapeutic path, management believes a unique opportunity exists for VapAria. Under the 2009 Family Smoking Prevention and Tobacco Control Act ("FSPTCA"), which provided certain regulatory authority over specific tobacco products to the FDA, the FDA was required to consider designating products for smoking cessation as fast-track research and approval products and approving the extended use of nicotine replacement products for the treatment of tobacco dependence. As a result, the company anticipates filing a request with the FDA's Center for Drug Evaluation and Research to secure fast-track status to secure approval as a Nicotine Replacement Therapy Smoking Cessation Device. If management succeeds in securing the status the Company expects to be able to attract and secure a product development agreement with a large international pharmaceutical company.

The Company is also exploring commercializing a lobelia formulation, for which it has an exclusive license, for the e-cigarette and vapor market in the near term. This patent covers a formulation for an FDA exempt herbal remedy that contains lobeline, an alkaloid that produces effects similar to nicotine and caffeine and can be commercialized as a smoking alternative and respiratory tonic and restorative. The benefits of commercializing this formulation include providing a product into today's e-cigarette and vapor market that would not be subject to taxes similar to tobacco taxes that are now being introduced throughout the country on nicotine-containing products.

During the next year, VapAria's foreseeable cash requirements will include payment of expenses associated with research and development, protection prosecution activities and ordinary business expenses associated with identifying, meeting with and negotiating with potential business partners. Such expenses could include the establishment of salaries and benefits for key members of the management and administrative team. Absent funding, VapAria will experience a cash shortfall and will not be able to accomplish its business plan.

Historically, it has relied on a loan of $50,000 by its founders and the resources of several of its founders and its management has worked without compensation. Management may raise additional capital through future public or private offerings of the Company's stock or through loans from private investors, although there can be no assurance that it will be able to obtain such financing. The Company's failure to do so could have a material an adverse effect upon it and its shareholders.

While we will need to raise capital to fund our Business Plan, we will seek to minimize our capital needs by securing partnerships or joint ventures with well capitalized companies in the e-commerce industry and in the consumer products industry.

Business Opportunities

Tobacco Alternatives (E-cigarettes)

We believe that significant business opportunities exist in the e-cigarette industry for the use of our technology and products. The basis for this belief is that e-cigarettes (not marketed for therapeutic purposes), which are not presently subject to regulation by the US Food and Drug Administration ("FDA") will become subject to regulation. Further, e-cigarettes, which are generally manufactured in Asia, have various design flaws, which need to be cured, especially with the implementation of the proposed new rules. In addition, the opportunity exists to pursue a non-tobacco path as an FDA approved smoking cessation nicotine replacement therapy and be granted FDA "fast track" status.

Our near-term focus, therefore, is to develop and successfully launch a product based on our exclusive license and options to license proprietary patent and patent pending technologies and formulas, which are designed to significantly improve on current e-cigarette technology and products in the marketplace today. Our technology will provide:

- An e-cigarette capable of measuring, monitoring and metering individual "dosages" of nicotine on a "per-puff" basis;
- An e-cigarette free of the design flaws that plague current products available in the U.S. market. Such design flaws include, but are not limited to, leaking, battery issues and inconsistent performance; and
- An e-cigarette that can be manufactured in the U.S. with the highest level of quality assurance and
- Regulatory compliance made cost competitive through automated manufacturing processes versus products manufactured overseas or products simply assembled in the U.S. from offshore-manufactured components.

Formerly e-cigarettes not marketed for therapeutic purposes were not regulated by the US Food and Drug Administration (FDA). By virtue of the Family Smoking Prevention and Tobacco Control Act of 2009 (FSPTCA) the FDA's Center for Tobacco Products ("CTP") currently regulates cigarettes, cigarette tobacco, roll-your-own (RYO) tobacco and smokeless tobacco.

In April of 2011 the CTP sent a clear message that it intended to regulate e-cigarettes in the future by extending the Agency's "tobacco product" authorities in Chapter IX of the FSPTCA.

On April 24, 2014 the FDA published deeming regulations on "other" tobacco products including e-cigarettes after a review by the Office of Management and Budget (OMB). Highlights include: (1) companies would have to apply for FDA product approval (but have 2 years after rules are finalized to do so, and can keep their products on the market in the interim and importantly continue to bring new products to market); (2) no free samples of e-cigarette products; (3) ban on the sale of the devices to anyone below age of 18; (4) no health claims in any advertising; (5) requiring manufacturers to register with the FDA and list the ingredients in their products; (6) requiring a warning label stating that nicotine is addictive (which would have to be added no later than 2 years after the rule is finalized).Importantly the proposal did NOT include: (1) restrictions of flavors (although the regulations suggest this could be re-evaluated at a later time); (2) a ban on internet sales to adults; (3) a ban on television advertising. The FDA cannot enact a federal tax on e-vapor products or ban internet sales as these would fall under the realm of Congress.

Now that the proposed regulations are published, there is a 75-day comment period, after which the FDA will review the comments, eventually issuing a final rule which must be reviewed by the OMB before being enacted. We believe the process could take as long as two years before final regulations are implemented given the rulemaking process though some items will need to be complied with immediately."

Unlike the vast majority of e-cigarette companies now doing business in the U.S. with products designed and manufactured primarily in Asia, we have licensed and/or optioned to license distinct and patent-pending technologies and formulas for a device that we believe will significantly impact the industry.

The opportunity also exists for tobacco alternatives, specifically e-cigarettes, to go down a non-tobacco path, as an FDA approved smoking cessation nicotine replacement therapy. In Section 918, "DRUG PRODUCTS USE TO TREAT TOBACCO DEPENDENCE," of the 2009 Family Smoking Prevention and Tobacco Control Act the FDA is encouraged to consider designating products as fast track research and approval products at the request of the applicant.

This path would require a New Drug Application ("NDA") filed with the FDA's Center for Drug Education and Research ("CDER"). The Food and Drug Administration Modernization Act of 1997 (FDAMA) includes Section 112, "Expediting study and approval of fast track drugs." This section mandates the Agency to facilitate the development and expedite review of drugs and biologics intended to treat serious or life-threatening conditions and that demonstrate the potential to address unmet medical needs. Fast track adds to existing programs, such as accelerated approval, the possibility of a "rolling review" for an application. An important feature of fast track is that it emphasizes the critical nature of close early communication between the FDA and sponsor to improve the efficiency of product development.

Given the sophistication of the device that we have designed, developed and submitted to the USPTO for a patent and given that to date no e-cigarette company has chosen to proceed down a therapeutic path, we believe that a unique opportunity exists for us. Under the 2009 Family Smoking Prevention and Tobacco Control Act ("FSPTCA"), which provided certain regulatory authority over specific tobacco products to the FDA, the FDA was required to consider designating products for smoking cessation as fast track research and approval products and approving the extended use of nicotine replacement products for the treatment of tobacco dependence. As a result, we anticipate filing a request with CDER to secure fast track status as an approved Nicotine Replacement Therapy Smoking Cessation Device. If we succeed in securing the status we expect to be able to attract and secure a product development agreement with a large international pharmaceutical company.

The advantages of securing FDA approval for our device are significant and they include, but are not necessarily limited to:

- Exclusions from certain use limitations and restrictions
- The possibility of third party payments, i.e. medical/health plans, Medicare, Medicaid, corporate wellness plans, for purchase and use
- And, exemptions from certain tobacco taxes when and where they are enacted by the appropriate and relevant taxing authorities. For example, in the state of Minnesota, where other tobacco product taxes ("OTP") were extended to e-cigarettes in 2010, products which had received FDA approval as smoking cessation products were specifically exempted in the statute.

Over-the Counter Consumer Products

The U.S. consumer is looking for the most convenient, cost-effective and efficient products available. We are committed to bringing consumers high-tech consumable wellness products that fit that description and address the most pertinent life-style issues that the contemporary American consumer is dealing with: energy, appetite suppression and sleep. Not coincidentally, these issues comprise some of the currently largest Over-the-Counter (OTC) wellness consumer markets in the U.S.

We expect to address this market with disposable, personal, portable, hand-held vaporizers that deliver proprietary formulations of herbal remedies and dietary supplements. These products and their formulations will provide the desired effect within 30 seconds of ingestion. As a result, these products will effectively deal with the modern ailments of contemporary Americans and do so immediately, responding to the modern consumer's need for instant gratification and satisfaction.

Delivering OTC herbal remedies and dietary supplements via inhalation has a long history in the U.S. and throughout the world. However, especially with respect to established herbal remedies, the method of inhalation has traditionally been limited to the inhalation of the smoke of the burning herb (or dietary supplement) and along with the beneficial aspects of the herb formulations; users would also ingest the hazardous by-products of ignition and burning.

Our prototype devices use safe (FDA- GRAS), established and effective carriers or excipients which vaporize at relatively low temperatures, to deliver the formulation, which attaches to the carrier, to the user- who inhales the mist produced or, in some cases, lets the mist be absorbed in the soft tissues of the mouth. Formulas delivered via inhalation minimize systemic absorption and adverse effects compared to formulas that must travel through the gastrointestinal tract.

The three areas that we will address with our first generation products—energy, appetite suppression and sleep aids—have traditionally delivered their OTC formulas through the gastrointestinal tract with certain side effects related to the need to digest the formulas (or their expedients) in order to derive the intended effect. By vaporizing the formulations these side effects are minimized, creating a far better, more effective and efficient experience for the user.

Energy

The broad consumer energy market in the U.S. remains vibrant and growing. The market includes energy drinks, which remain the fastest growing part of the market. According to research aggregator, Report Buyer, total dollar sales of energy drinks increased 440% from 2002 through 2006. And since then, sales have continued to increase at an annual rate of 12% and they are expected to surpass $11 billion in annual sales by year-end 2013. It should also be noted that the energy drink market does not include coffee, which, of course, contains caffeine, one of the most effective natural energy ingredients.

The trends in consumer acceptance of energy drinks start with 12 ounce soft drinks, moves through 16 ounce specialty drinks, subsequently moves through to the 8 ounce variety, and now squarely focuses on 2 ounce energy "shots." The success of these products in their respective market peaks had a great deal to do with their ingredients. The 12 ounce soft drinks provided energy with a combination of sugar and, in many cases, caffeine. The 16 ounce specialty drinks also contained, for the most part, sugar and caffeine, but many added other nutritional enhancements, vitamins, particularly vitamin B complexes, dairy, soy and other ingredients. The leading 8 ounce brand introduced a number of amino acids, including taurine, into the mix. It is especially significant to note the recent trends in the 2 ounce energy "shot." These products were developed and are marketed to specifically address side effects often experienced with the other kinds of drinks, especially the high caloric content, added sugar and the diuretic effects of caffeine and certain other ingredients.

We envision a simple product—a disposable, personal, portable, hand-held vaporizer, capable of delivering 15 to 20 mouthfuls of mist per day for up to one week. The mist would be formulated from a proprietary formula of FDA-exempt herbal remedies and dietary supplements and would produce the feelings of energy and alertness within 30 seconds of use. It would do this without any of the cumulative side effects so often attributed to energy drinks: the calories, the "jitters," the heartburn, the facial flush and the bothersome diuretic effects. Additionally, given the expected useful life of this product when used according to the labeling, it would provide a significant value to the consumer on a per-use basis as compared to the costs of energy drinks, energy "shots" and energy bars.

We believe that the unique delivery system, "coolness" factor of the device—positive attributes when compared to traditional products—and the price value proposition will allow this product to compete effectively against traditional beverages and energy shots.

Appetite Suppression

About 34% of all Americans are overweight when measured by the Body Mass Index or BMI and the trend is moving up. According to Marketdata Enterprises, Inc., at any given point in time there are an estimated 72 million dieters in America—with about 70% of this number attempting to lose weight by themselves, i.e. without medical or program supervision. The annual growth for what is defined as the U.S. weight loss market has been 6% and the market is expected to approach $75 billion by year-end 2013. This market includes prescription diet drugs, structured programs like Weight Watchers, meal replacements, OTC diet pills, mail order plans, diet websites and fad diet books.

We have herbal formulas and dietary supplements that can be vaporized, ingested as a mist and suppress the user's feeling of hunger and/or craving for snacks at times other than traditionally scheduled meal times. Like the energy formulation, the appetite suppression formulation will provide its desired effect in less than 30 seconds after ingestion, providing relatively instant feelings of fullness, effectively suppressing appetite and the urge to imprudently snack.

The method of delivery with respect to this product enjoys similar attributes to the energy product in that it delivers its desired effect without certain and specific side effects, including, but not limited to nausea, headaches and dizziness.

Sleep Aids

Sleep has finally emerged from the darkness as a critical American health issue. According to the American Sleep Association, every year approximately 40 million Americans are affected by chronic, long-term sleep disorders. Restless nights followed by sluggish, anxious days have led a growing number of consumers to seek relief and physical and emotional rejuvenation from a diverse and fragmented market of mainstream and alternative products that aid sleep or relaxation.

As more Americans become aware that sleep is as important as food or exercise, consumers will look for traditional and alternative sleep aid products. Packaged Facts, a U.S. research firm, estimates that by 2013 the annual market size of the U.S. OTC sleep aid market will approach $800 million.

Once again in this market, we have proprietary formulations of herbal remedies and dietary supplements that can be vaporized, ingested as a mist and enhance the user's feelings of calm and sleepiness, quieting anxiety and restlessness. As with the other consumer products we have in development, this formulation will have its desired effect less than 30 seconds after ingestion, providing immediate feelings of calm and restfulness, preparing the user for a complete and restful night's sleep.

Pharmaceutical Applications

Every organization has a different motivation for establishing strategic partnerships: large pharmaceutical companies face portfolio gaps, as well as patent expirations, pipeline setbacks, and other challenges and opportunities.

Our rights to license an intellectual property portfolio of both drug delivery and drug options provide us with what we believe are unique opportunities to partner with both long-established and entrepreneurial-stage pharmaceutical companies.

These partnerships will leverage our investments and research in technology and enable our strategic partners to utilize our technologies to maximize the value and extend the lives of their proprietary, patented product portfolios.

Legal/Medical Marijuana Applications

Our current research and development and business development activities do not as yet involve the use of our patent-pending vaporizing device technologies with legal and/or medical marijuana. However, given the momentum of marijuana legalization efforts in certain and specific states we appreciate how certain of our device attributes could prove effective and efficient for legal marijuana use. Going forward we would be open to discussing opportunities with organizations with broader and deeper experience and expertise in the vast market created by the quickly emerging, and growing, multibillion dollar industry.

Acquisition Opportunities

Given the shifting legal and regulatory landscape in the US relative to the e-cigarette industry, the tobacco industry and the OTC pharmaceutical industry, there may be an opportunity for us to acquire businesses, technologies, formulations and licenses whereby our experience and expertise could leverage these assets and accelerate revenue growth and lead to profitability.

Product Development and Commercialization Strategy

Focusing on Emerging U.S. Growth Markets— we focus our U.S. product development activities on unmet consumer and distribution supply chain needs in growing markets. Our focus on the e-cigarette market is based on our experience, our expertise, and the projections of numerous analysts and market observers. These experts anticipate this market growing at significant multiples over the next decade, leading some to suggest that sales of e-cigarettes and other non-conventional nicotine delivery systems will outpace the sales of conventional, combustible tobacco products in the next five years. Our own research demonstrates existing product technologies are incapable of meeting consumer preferences, pending regulatory scrutiny, and supply chain demands. We intend to partner with an established US e-cigarette company to provide development funding, and/or address markets that may require greater commercialization resources than we are currently able to provide and launch a product expected to be regulated as a tobacco product.

Establishing Strategic Partnerships and Relationships —whenever appropriate with respect to any of our business opportunities, we intend to strategically partner with established consumer companies to provide development funding, and/or address markets that may require greater commercialization resources than we are currently able to provide, and/or provide more specific expertise to maximize the value of our technologies and experience.

Protecting Our Intellectual Property —Our experience and expertise encompasses engineering, design and automated manufacturing, allowing us to uniquely oversee all aspects of the manufacturing as well as assembly of our future products. This will serve to protect our intellectual property and provide a greater economic return to our strategic partners and our stakeholders.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Safe Harbor Declaration

The comments made throughout this report should be read in conjunction with our financial statements and the notes thereto, which are filed as an exhibit to this report and incorporated herein by reference, and other financial information appearing elsewhere in this report. In addition to historical information, the following discussion and other parts of this report contain certain forward-looking information. When used in this discussion, the words, "believes," "anticipates," "expects" and similar expressions are intended to identify forward-looking statements. Such statements are subject to certain risks and uncertainties, which could cause actual results to differ materially from projected results, due to a number of factors beyond our control. We do not undertake to publicly update or revise any of its forward-looking statements, even if experience or future changes show that the indicated results or events will not be realized. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Readers are also urged to carefully review and consider our discussions regarding the various factors that affect the company's business, which are described in this section and elsewhere in this report.

Overview

On April 11, 2014, we entered into a Share Exchange Agreement and Plan of Reorganization ("the Exchange Agreement") with VapAria Corporation ("VapAria" or the "Company"). The Exchange Agreement contains customary representations, warranties, and conditions. Pursuant to the Share Exchange Agreement, 36 Million of our shares were exchanged for all of common the shares of VapAria and 500,000 of preferred share were exchange for VapAria Corporation's Series A convertible preferred shares and VapAria became our wholly owned subsidiary.

VapAria, located at 5550 Nicollet Avenue, Minneapolis, MN 55419, is incorporated in Minnesota and, prior to the closing of the Exchange Agreement, was a development stage consumer products and wellness company focusing on the research, development, manufacturing and commercialization of novel, in-demand, proprietary products designed to deliver fast-acting, convenient solutions for contemporary lives and lifestyles. The basis of our product development is proprietary, patented and patent-pending technologies and formulas focused on three specific markets:

1) The smoke-free tobacco alternative market (e-cigarettes);
2) The over-the-counter (OTC) consumer market with products intended to increase energy and alertness, suppress appetite and aid in restful sleep; and,
3) The pharmaceutical market – partnering with international pharmaceutical companies that desire to utilize our technologies to maximize and extend the value and the lives of their proprietary, patented product portfolios.

More information is available on our website at www.vaparia.com .

Critical Accounting Policies

Basis of Presentation

The accompanying financial statements of the Company have been prepared by the Company in accordance with accounting principles generally accepted in the United States.

Use of Estimates

The preparation of these financial statements in accordance with United States generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses in the reporting period. The Company regularly evaluates estimates and assumptions related to recoverability of long-lived assets, and deferred income tax asset valuations. The Company bases its estimates and assumptions on current facts, historical experience and various other factors that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the accrual of costs and expenses that are not readily apparent from other sources. The actual results experienced by the Company may differ materially and adversely from the Company's estimates. To the extent there are material differences between estimates and the actual results, future results of operations will be affected.

Related parties

A party is considered to be related to the Company if the party directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with the Company. Related parties also include principal owners of the Company, its management, members of the immediate families of principal owners of the Company and its management and other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. A party which can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests is also a related party.

Basic and Diluted Net Loss per Share

The Company computes loss per share in accordance with ASC 260, Earnings per Share. ASC 260 requires presentation of both basic and diluted earnings per share ("EPS") on the face of the income statement. Basic EPS is computed by dividing net loss available to common shareholders (numerator) by the weighted average number of common shares outstanding (denominator) during the period. Diluted EPS gives effect to all dilutive potential common shares outstanding during the period including stock warrants and options, using treasury stock method, and convertible preferred stock using the if-converted method. There is no potential dilutive security as of June 30, 2013.

Sources of revenues

At the time of this report, we have no revenues.

Results of Operations

The Company has been in the developmental stages since inception with only organizational matters up to fiscal 2013 and, as of December 31, 2013, had no employees.

Liquidity and Capital Resources

We anticipate financing our operations primarily through private placements of both debt and equity and public offerings of equity securities and, in time, from revenues primarily from licensing and development agreements to settle our current and future liabilities and to accomplish our plans but there is no assurance that it will be able to do so in the future

Off-Balance sheet arrangements

We are not aware of any off-balance sheet transactions requiring disclosure.

MANAGEMENT TEAM OF ACQUISITION CANDIDATE

Our executive officers and directors after completion of the Exchange Agreement are as follows:

Name	Position	Age
Alexander Chong	CEO and Director	49
William Bartkowski	President and COO	62
Dan Markes	Vice President, Financial Officer and Director	52
Roger Nielsen	Vice President and Secretary of the Corporation	67

Alexander Chong, Chairman of the Board, Chief Executive Officer

Mr. Chong has been our CEO and Chairman since inception. Mr. Chong is an experienced entrepreneur and businessman. Chong is also since 1993 the Founder and Chairman of Plexus International, a consulting and training organization with 14 international offices and its principal office located in Minneapolis, Minnesota. Since 2007 Chong has also been CEO and Director of Chong Corporation, a Minnesota-based company with investment interests in technology and a variety of Asia-based opportunities. He has broad experience in international business and manufacturing quality. Chong also has vast experience serving on independent Boards of Directors, identifying key joint venture partners and negotiating and securing international distribution agreements with large multi-national companies. In connection with the developer of the original e-cigarette, Chong oversaw U.S. patent filings and developed the first disposable e-cigarette offered for distribution and sale in the U.S.

Chong received a BS degree in Chemistry from Boston University.

William Bartkowski, President, Chief Operating Officer

Mr. Bartkowski has had a three decade career in banking, consulting and marketing. He has been our president and COO since inception. Bartkowski, since 2008, has been engaged as a business consultant and from 1988 to 1995 he was an executive officer of Metropolitan Financial Corp., a NYSE listed company. From 1996 to 2004 Bartkowski was a partner in Neuger, Henry, Bartkowski, a public relations firm. He has been involved with the electronic cigarette business since late 2006. In that capacity he has organized, directed and optimized marketing, consumer focus group testing, market analysis and sales testing and he has negotiated and finalized plans and agreements with major U.S. distributors and retailers with respect to electronic cigarettes. Bartkowski has also been involved extensively in U.S. and International regulatory and legal issues affecting electronic cigarettes and tobacco issues. Bartkowski previously provided investor relations and capital markets advisory services, including capital formation and M&A counsel for more than a dozen public companies. Bartkowski currently serves on the Board of Directors and is an officer of the Smoke Free Alternatives Trade Association (SFATA) - the leading international advocacy group for keeping e-cigarettes innovative, accessible and unencumbered by burdensome laws and regulations.

Bartkowski received a B.A. in English from the University of Mary, an M.A. in English from North Dakota State University and a PhD in Adult Education from Columbia Pacific University.

Dan Markes, Vice President, Chief Financial Officer and Member of the Board

Mr. Markes is an experienced businessman and financial executive. He has been our CFO and member of our board since inception. Since 1997 Markes has been the controller of Plexus Corporation. Markes' background includes having served in various capacities as controller, human resources director, business development specialist and member of the board of directors of a number of organizations throughout his professional career.

Markes received a BBA degree from Brock College.

Roger Nielsen, Vice President and Secretary of the Corporation

Mr. Nielsen is an experienced businessman with broad and lengthy experience in international commerce and world-wide distribution. He has been our vice president and secretary since inception. He and Chong have worked closely together for over 25 years in various international businesses. He has established global distribution centers throughout Asia Pacific, negotiated and closed distribution agreements with major international manufacturers for export and directed and managed international logistics for a number of global distribution networks.

Nielsen studied Business Administration at Dana College.

Involvement in certain legal proceedings

During the past ten years, none of our directors or executive officers has been:

- The subject of any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time;
- convicted in a criminal proceeding or is subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);
- subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities;
- found by a court of competent jurisdiction (in a civil action), the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, that has not been reversed, suspended, or vacated;
- subject of, or a party to, any order, judgment, decree or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of a federal or state securities or commodities law or regulation, law or regulation respecting financial institutions or insurance companies, law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
- subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization, any registered entity or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

EXECUTIVE COMPENSATION OF ACQUISITION CANDIDATE

No compensation was paid to any executive officer or director of VapAria for the years ended December 31, 2013 and December 31, 2012.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Effective on December 31, 2013, VapAria entered into an Exclusive License and Option to License Agreement with the Chong Corporation, a corporation owned and controlled by Alexander Chong, VapAria's CEO and director. In consideration for the Agreement, the Chong Corporation was paid a license issue fee and option to license fee (the "License Issue Fee") of $525,844 in the form of 500,000 shares of VapAria's 10% Series A Convertible Preferred Stock. In accordance with generally acceptable accounting principles ("GAAP"), the intellectual property is carried on the VapAria balance sheet at the historical carrying basis incurred by Chong Corporation of $196,401. In addition to the License Issue Fee, VapAria is obligated to pay a 3% royalty, which royalty commencing January 1, 2015, shall not be less than $50,000 per year. Further, VapAria is required to launch a commercial product based upon the license by December 31, 2015. See Exclusive License and Option to License Agreement section for additional details.

During the year ended December 31, 2013, $3,500 was advanced by related parties for operating expenses.

SECURITY OWNERSHIP OF ACQUISITION CANDIDATE

The following table sets forth certain information as of the date of this offering with respect to the beneficial ownership of our common stock by all persons known to us to be beneficial owners of more than 5% of any such outstanding classes, and by the director and executive officer, and by all officers and directors as a group. Unless otherwise specified, the named beneficial owner has, to our knowledge, either sole or majority voting and investment power.

	Common Stock	
Name	**Number of Common Shares**	**% Outstanding**
Alexander Chong [1][2]	23,400	65%
William Bartkowski [2]	—	—
Dan Markes [2]	2,200	6.1%
Roger Nielson [2]	2,200	6.1%
All directors and officers as a group	27,800	77.7%

	Preferred Stock	
Name	**Number of Preferred Shares**	**% Outstanding**
Chong Corporation [3]	500,000	100%

(1) Owned through an affiliate of Alexander Chong.

(2) Address of each is 5500 Nicollet Avenue, Minneapolis, Minnesota 55419

(3) Chong Corporation is owned 95% by Alexander Chong and 5% by a non-affiliated party

DESCRIPTION OF PROPERTY

We maintain our corporate offices at 5550 Nicollet Avenue, Minneapolis, MN 55419. The premises are leased at $800.00 per month.

LEGAL PROCEEDINGS

There are no known legal proceedings against VapAria.

VAPARIA RISK FACTORS

You should consider carefully the following information about the risks described below, together with the other information contained in this filing before you decide to buy or maintain an investment in our common stock. We believe the risks described below are the risks that are material to us as of the date of this filing. Additional risks and uncertainties that we are unaware of may also become important factors that affect us. If any of the following risks actually occur, our business, financial condition, results of operations and future growth prospects would likely be materially and adversely affected. In these circumstances, the market price of our common stock could decline, and you may lose all or part of the money you paid to buy our common stock.

Risks Related to the Early Stage of our Company

We are a development stage company and our success is subject to the substantial risks inherent in the establishment of a new business venture.

The implementation of our business strategy is in a very early stage. Our business and operations should be considered to be in an early stage and subject to all of the risks inherent in the establishment of a new business venture. Accordingly, our intended business and operations may not prove to be successful in the near future, if at all. Any future success that we might enjoy will depend upon many factors, several of which may be beyond our control, or which cannot be predicted at this time, and which could have a material adverse effect upon our consolidated financial condition, business prospects and operations and the value of an investment in our company.

We have a very limited operating history and our business plan is unproven and may not be successful.

Our limited operating history means that there is a high degree of uncertainty in our ability to execute our business plan, obtain customers and create new products and services, respond to competition or operate the business, as management has not previously undertaken such actions as a company. Our inability to achieve any of the foregoing, could materially and adversely affect our business.

We have suffered losses since inception and we may not be able to achieve profitability.

Our company has generated net losses of more than $50,000 since inception through December 31, 2013 and we expect to continue to incur significant expenses in the foreseeable future related to the completion of development and commercialization of our products and the expansion of our business. As a result and subject to the availability of capital, we will be sustaining substantial operating and net losses, and it is possible that we will never be able to sustain or develop the revenue levels necessary to attain profitability or generate positive cash flows.

Our auditors have raised substantial doubts as to our ability to continue as a going concern.

Our financial statements have been prepared assuming we will continue as a going concern. We have experienced losses from operations, which losses have caused an accumulated deficit of more than $50,000 at December 31, 2013. We have been and expect to continue funding our business until, if ever, we generate sufficient cash flow to internally fund our business, with and through sales of our securities. These factors, among others, raise substantial doubt about our ability to continue as a going concern. Our consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. We anticipate that our operating expenses will continue to increase and we will continue to incur substantial losses in future periods until we are successful in significantly increasing our revenues and cash flow. There are no assurances that we will be able to increase our revenues and cash flow to a level which supports profitable operations and provides sufficient funds to pay our obligations. If we are unable to meet those obligations, we could be forced to cease operations in which event investors would lose their entire investment in our company.

We may have difficulty raising capital, which could deprive us of necessary revenues.

We have not generated any revenues to date and do not expect to launch our first products until 2015. In order to support the initiatives envisioned in our business plan, we will need to raise funds through public or private debt or equity financing, collaborative relationships or other arrangements with well capitalized companies. Our ability to raise additional financing depends on many factors beyond our control, including the state of the capital markets, the market price of our common stock and the development or prospects for development of competitive technology by others. Sufficient additional financing many not be available to us or may be available only on terms that would result in further dilution to the current owners of our common stock. We anticipate that we will need to raise $1,500,000 during 2014 to fund our operations but we do not have any firm commitments for funding. If we are unsuccessful in raising additional capital, or the terms of raising such capital are unacceptable, we may have to modify our business plan and/or significantly curtail our planned activities and other operations.

We are a development stage company and have not developed or launched any products.

We are a development stage company with a limited operating history. We have not yet completed the development of any new products using our proprietary technology. As a result, we have not generated any revenues. We are subject to the substantial risk of failure facing businesses seeking to develop and commercialize new products and technologies. Certain factors that could, alone or in combination, affect our ability to successfully develop and market our products, include:

- our ability to build and finance our products at our targeted scale on a cost-effective basis and in the time frame we anticipate;
- technical challenges developing our commercial production processes or systems that we are unable to overcome;
- reliance on third-party manufacturers for fabricating and assembling significant our products;
- our ability to obtain financing;
- our ability to meet our potential customers' requirements or specifications;
- our ability to secure and maintain all necessary regulatory approvals and to comply with applicable laws and regulations for our products;
- our ability to establish new relationships, or maintain and expand our existing relationships, with strategic partners, including strategic partners that will manufacture our products;
- actions of direct and indirect competitors or that may seek to compete with the products that we develop.

Certain of our officers and directors may have conflicts of interest.

We do not have any employees as of the date of this filing. Our officers have professional interests in a variety of activities other than those relevant to the Company. Accordingly, conflicts may arise in the allocation of time between the Company and one or more of these activities. Potential conflicts of interest could exist or may develop in the future among the Company, its investors, and/or any affiliate of the foregoing. Although the officers expect to devote substantial time to the activities of the Company, only Mr. Bartkowski is expected to devote full time to the affairs of the Company until such time as additional capital has been raised. All other officers, however, currently have no intention of pursuing business activities that would compete with the Issuer.

We and an affiliate have engaged and continue to work with a team of experienced and expert engineers to complete significant design, product development and design for manufacturing projects. No member of the engineering team is an employee of the Company and, as such, conflicts may arise in the allocation of time between the engineers and the Company.

In addition, we have entered into the Exclusive License and Option to License Agreement with the Chong Corporation. There may be conflicts of interest in determining the option price under the agreement and resolving other possible provisions of the agreement.

We will rely exclusively on third parties to formulate and manufacture our products.

We have no experience in the formulation or manufacturing of the products we intend to develop and do not intend to establish our own manufacturing facilities. We will rely on one or more third-party contractors to manufacture our products. Our anticipated future reliance on a limited number of third-party manufacturers exposes us to the following risks:

- We may be unable to identify manufacturers on acceptable terms or at all.
- Our third-party manufacturers might be unable to formulate and manufacture our products in the volume and quality required to meet our needs.

- Our contract manufacturers may not perform as agreed or may not remain in the contract manufacturing business for the time required to successfully produce, store and distribute our products.
- Our manufacturers may fail to comply with federal or state regulations.

Each of these risks could delay our product development or result in higher costs or deprive us of potential product revenues.

We have no experience selling, marketing or distributing products and have no internal capability to do so.

We currently have no sales, marketing or distribution capabilities. We do not anticipate having the resources in the foreseeable future to allocate to the sales and marketing of our proposed products. Our future success depends, in part, on our ability to enter into and maintain collaborative relationships for such capabilities, the collaborator's strategic interest in the products under development and such collaborator's ability to successfully market and sell any such products. We intend to pursue collaborative arrangements regarding the sales and marketing of our products, however, there can be no assurance that we will be able to establish or maintain such collaborative arrangements, or if able to do so, that our collaborators will have effective sales forces. To the extent that we decide not to, or are unable to, enter into collaborative arrangements with respect to the sales and marketing of our proposed products, significant capital expenditures, management resources and time will be required to establish and develop an in-house marketing and sales force with technical expertise. There can also be no assurance that we will be able to establish or maintain relationships with third party collaborators or develop in-house sales and distribution capabilities. To the extent that we depend on third parties for marketing and distribution, any revenues we receive will depend upon the efforts of such third parties, and there can be no assurance that such efforts will be successful. In addition, there can also be no assurance that we will be able to market and sell our products in the United States or overseas.

We may not be successful in establishing and maintaining strategic partnerships, which could adversely affect our ability to develop and commercialize products.

We intend to enter into strategic partnerships in the future, including alliances with other e-cigarette or consumer product companies, to enhance and accelerate the development and commercialization of our products. We face significant competition in seeking appropriate strategic partners and the negotiation process is time-consuming and complex. Moreover, we may not be successful in our efforts to establish a strategic partnership or other alternative arrangements for any future proposed products and programs because our research and development pipeline may be insufficient, our proposed products and programs may be deemed to be at too early of a stage of development for collaborative effort and/or third parties may not view our product candidates and programs as having the requisite potential to demonstrate safety and efficacy. Even if we are successful in our efforts to establish strategic partnerships, the terms that we agree upon may not be favorable to us and we may not be able to maintain such strategic partnerships if, for example, development or approval of a product candidate is delayed or sales of an approved product are disappointing.

If we ultimately determine that entering into strategic partnerships is in our best interest but either fail to enter into, are delayed in entering into or fail to maintain such strategic partnerships:

- the development of certain of our current or future proposed products may be terminated or delayed;
- our cash expenditures related to development of certain of our current or future proposed products would increase significantly and we may need to seek additional financing;
- we may be required to hire additional employees or otherwise develop expertise, such as sales and marketing expertise, for which we have not budgeted;
- we will bear all of the risk related to the development of any such products; and
- the competitiveness of any product that is commercialized could be reduced.

To the extent we elect to enter into licensing or collaboration agreements to partner our product candidates, our dependence on such relationships may adversely affect our business.

Our commercialization strategy for certain of our products may depend on our ability to enter into agreements with collaborators to obtain assistance and funding for the development and potential commercialization of these product candidates. Supporting diligence activities conducted by potential collaborators and negotiating the financial and other terms of a collaboration agreement are long and complex processes with uncertain results. Even if we are successful in entering into one or more collaboration agreements, collaborations may involve greater uncertainty for us, as we have less control over certain aspects of our collaborative programs than we do over our proprietary development and commercialization programs. We may determine that continuing a collaboration under the terms provided is not in our best interest, and we may terminate the collaboration. Our collaborators could delay or terminate their agreements, and our products subject to collaborative arrangements may never be successfully commercialized.

Chong Corporation may be unable to protect its intellectual property, which is licensed to us.

We rely on the availability of protection for the proprietary aspects of the Chong Corporation technology and information. Our future success depends, in part, on the ability of Chong Corporation to defend and enforce their issued patents and other intellectual property rights, obtain additional patents or other intellectual property protection where warranted, and pursue adequate and meaningful protection of the proprietary aspects of our technology and information. The existing patent applications or any applications filed in the future may not be allowed, and the failure of Chong Corporation to secure these patents may limit their ability to protect the intellectual property rights these applications were intended to cover. Any issued patents may be challenged, invalidated or circumvented to avoid infringement liability. Any of the Chong Corporation patents, issued or pending, may not provide us with any competitive advantage or may be challenged by third parties.

The technology we license may be found to infringe third-party intellectual property rights.

Third parties may in the future assert claims or initiate litigation related to their patent, copyright, trademark and other intellectual property rights in technology that is important to us. The asserted claims and/or litigation could include claims against us, our licensors or our suppliers alleging infringement of intellectual property rights with respect to our products or components of those products. Regardless of the merit of the claims, they could be time consuming, result in costly litigation and diversion of technical and management personnel, or require us to develop a non-infringing technology or enter into license agreements. We cannot assure you that licenses will be available on acceptable terms, if at all. Furthermore, because of the potential for significant damage awards, which are not necessarily predictable, it is not unusual to find even arguably unmeritorious claims resulting in large settlements. If any infringement or other intellectual property claim made against us by any third party is successful, or if we fail to develop non-infringing technology or license the proprietary rights on commercially reasonable terms and conditions, our business, operating results and financial condition could be materially adversely affected.

If our products, methods, processes and other technologies infringe the proprietary rights of other parties, we could incur substantial costs and we may have to:

- obtain licenses, which may not be available on commercially reasonable terms, if at all;
- abandon product;
- redesign our products or processes to avoid infringement;
- stop using the subject matter claimed in the patents held by others;
- pay damages; and
- defend litigation or administrative proceedings which may be costly whether we win or lose, and which could result in a substantial diversion of our financial and management resources.

VapAria Corporation
(A Development Stage Company)
Balance Sheet
December 31, 2013 and 2012

	Dec 31, 2013	Dec 31, 2012
ASSETS		
Current Assets		
Cash and cash equivalents	$ 2,395	$ 75
Prepaid expenses	3,000	—
Loan to related party	6,490	—
Total Current Assets	11,885	75
Intellectual property, net	196,401	—
TOTAL ASSETS	$ 208,286	$ 75
LIABILITIES & STOCKHOLDERS' EQUITY		
LIABILITIES		
Current Liabilities		
Accounts payable	$ 9,121	$ —
Interest payable	2,356	—
Note Payable	50,000	—
Total Current Liabilities	61,477	—
TOTAL LIABILITIES	61,477	—
STOCKHOLDERS' EQUITY		
Preferred Stock: $0.0001 par value; 1,000,000 shares authorized; 500,000 shares issued and outstanding	196,401	—
Common Stock: $0.01 par value; 100,000,000 shares authorized; 36,000 shares issued and outstanding	360	—
Additional paid-in capital	100	100
Retained (deficit)	(50,052)	(25)
TOTAL STOCKHOLDERS' EQUITY	146,809	75
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ 208,286	$ 75

See accompanying notes to financial statements

VapAria Corporation
(A Development Stage Company) Statement of Expenses

	Year Ended December 31, 2013	Year Ended December 31, 2012	Period of March 22, 2010 (Inception) to December 31, 2013
Operating Expenses			
General and administrative	$ 11,527	$ 25	$ 11,552
Professional Fees	38,500	—	38,500
Total Operating Expenses	$ 50,027	$ 25	$ 50,052
Net Loss	$ (50,027)	$ (25)	$ (50,052)
Basic and diluted loss per common share	$ (2.80)	NA	
Basic and diluted weighted average shares outstanding	$ 17,852	NA	

See accompanying notes to financial statements

VapAria Corporation
(A Development Stage Company)
Statement of Changes in Stockholders ' Equity (Deficit)

	Series A Preferred Stock		Common Stock		Addition		
	Number of Shares	$0.001 Par Value	Number of Shares	$0.01 Par Value	Paid In Capital	Accumulated Deficit	Total
Balance March 22, 2010 (Inception)	—	$ —	—	$ —	$ —	$ —	$ —
Contribution to capital					100		100
Net loss, period December 31, 2010		—	—				
Balance, December 31, 2010	—	—	—	—	100	—	100
Net loss, period December 31, 2011			—	—	—	—	—
Balance, December 31, 2011	—	—	—	—	100	—	100
Net loss, period December 31, 2012			—	—	—	(25)	(25)
Balance, December 31, 2012	—	—	—	—	—	(25)	75
Common stock issued to founders for cash			36,000	360	—	—	360
Preferred stock issued for Intellectual Property	500,000	196,401					196,401
Net loss, year ending December 31, 2013						(50,027)	(50,027)
Balance, December 31, 2013	500,000	$ 196,401	36,000	$ 360	$ 100	$ (50,027)	$ 146,809

See accompanying notes to financial statements

VapAria Corporation
(A Development Stage Company)
Statement of Cash Flows

	Year Ended December 31, 2013	Year Ended December 31, 2012	Period of March 22, 2010 (Inception) to December 31, 2013
Cash flows from operating activities			
Net (loss)	$ (50,027)	$ (25)	$ (50,052)
Adjustments to reconcile net(loss) to net cash provided by operations:			
Prepaid Expenses	(3,000)	—	(3,000)
Accounts Payable	9,121	—	9,121
Interest Payable	2,356	—	2,356
Net cash used by operating activities	(41,550)	(25)	(41,575)
Investing Activities			
Loan to Related Party	(6,490)	—	(6,490)
Net Cash used by investing activities	(6,490)	—	(6,490)
Cash flows from financing activities			
Contribution to capital	—		100
Note payable	50,000	—	50,000
Common stock for cash	360	—	360
Net Cash provided by financing activities	50,360	—	50,460
Net change in cash	2,320	(25)	2,395
Cash, beginning of period	75	100	—
	$ 2,395	$ 75	$ 2,395
Non cash investing and financing activities			
Preferred Stock issued for Intellectual Property License	$ 196,401	$ —	$ 196,401

See accompanying notes to financial statements

VapAria Corporation
(A Development Stage Company)
Notes to the Financial Statements

Note 1 - Nature of Business

VapAria Corporation (the Company) was incorporated under the laws of the State of Minnesota on March 22, 2010 to engage in the research, development, manufacturing and commercialization of novel, in-demand, proprietary products designed to deliver fast-acting, convenient solutions for contemporary lives and lifestyles. The basis of the Company's product development is proprietary, patented and patent-pending technologies and formulas focused on three specific markets: the smoke-free tobacco alternative market (e-cigarettes); the over-the- counter (OTC) consumer market with products intended to increase energy and alertness, suppress appetite and aid in restful sleep; and, the pharmaceutical market - partnering with international pharmaceutical companies that desire to utilize our technologies to maximize and extend the value and the lives of their proprietary, patented product portfolios. The Company has limited operations and, in accordance with ASC915 "Development Stage Entities" is considered a Development Stage Company. The Company has been in the developmental stages since inception with only organizational matters up to fiscal 2013 and, as of December 31, 2013, had no employees.

Note 2 - Significant Accounting Policies

Basis of Presentation -- This summary of significant accounting policies is presented in understanding the Company's financial statements. These accounting policies conform to accounting principles, generally accepted in the United States of America, and have been consistently applied in the preparation of the financial statements.

Estimates -- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash -- For the Statements of Cash Flows, all highly liquid investments with maturity of three months or less are considered to be cash equivalents.

Earnings per Share Information -- FASB ASC 260 "Earnings Per Share" provides for calculation of "basic" and "diluted" earnings per share. Basic earnings per share includes no dilution and is computed by dividing net income (loss) available to common shareholders by the weighted average common shares outstanding for the period. Diluted earnings per share reflect the potential dilution of securities that could share in the earnings of an entity similar to fully diluted earnings per share. Basic and diluted loss per share was the same, at the reporting date in 2013, due to no common stock equivalents being granted or issued.

Income Tax – – Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. These assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which the temporary differences are expected to reverse.

The Company has net operating loss carryforwards available to reduce future taxable income. Future tax benefits for these net operating loss carryforwards are recognized to the extent that realization of these benefits is considered more likely than not. To the extent that the Company will not realize a future tax benefit, a valuation allowance is established.

Long Lived Assets – Assessing long-lived assets for impairment will require us to make assumptions and judgments regarding the carrying value of these assets. We will evaluate long- lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. The assets will be considered to be impaired if we determine that the carrying value may not be recoverable based upon our assessment of the following events or changes in circumstances:

- Significant changes in our strategic business objectives and utilization of the assets;
- Loss of legal ownership, title or license to the assets;
- A significant, adverse change in the legal factors or in the business climate that could affect the value of a long-lived assets, including an adverse action or assessment by a regulator; or
- The impact of significant negative industry or economic trends.

If we believe our assets to be impaired, the impairment we will recognize will be the amount by which the carrying value of the assets exceeds the fair value of the assets. Any write down will be treated as permanent reductions in the carrying amount of the asset and an operating loss would be recognized. In addition, we base the useful lives and related amortization or depreciation expense on our estimate of the useful lives of the assets. If a change were to occur in any of the above-mentioned factors or estimates, our reported results could materially change.

Intellectual Property

Intellectual property assets primarily represent rights acquired under technology licenses and are generally amortized on a straight-line basis over periods of benefit, ranging up to 17 years.

Stock-based Compensation – The Company currently has no stock-based compensation plans, but expects to implement a plan in the 2014 calendar year. The plan is expected to comply with GAAP and all relevant FASB guidelines and pronouncements as well as follow ASC 714 for employees and ASC 505 for non-employees.

Recent Accounting Pronouncements -- Recent accounting pronouncements issued by the FASB (including its Emerging Task Force), the AICPA, and the SEC did not, or are not believed by management to have a material impact on the Company's present or future consolidated financial statements.

Note 3 – Going Concern

The Company's financial statements are prepared in accordance with generally accepted accounting principles applicable to a going concern. This contemplates the realization of assets and the liquidation of liabilities in the normal course of business. Currently, the Company has minimal cash and no source of revenue sufficient to cover its operations costs and allow it to continue as a going concern. These conditions raise substantial doubt about the Company's ability to continue as a going concern. The Company will be dependent upon the raising of additional capital.

Note 4 – Stockholder's Equity

Preferred Stock -- The 10% Series A convertible preferred stock of the Company which consists of 1,000,000 shares with a $0.0001 par value was authorized by the Company's board of directors in December of 2013.

The Company issued 500,000 shares at a stated value of $1.00/share in exchange for an exclusive License Agreement on December 31, 2013. Under the terms of the Preferred the Company pays the holder a 10% annual dividend in common stock and the Preferred becomes convertible to common stock five years from issuance at a conversion rate of one share of the Company's common stock for each share of the Preferred.

The License Agreement is with an affiliate of the Company, Chong Corporation, and it provides an exclusive license with industry standard royalty provisions for Chong's intellectual property portfolio consisting of Lobelia Patent 8,287,922 - Issued October 16, 2012- A method for lobelia delivery is provided comprising: providing a lobelia solution suitable for vaporization in a compact handheld device; providing the compact handheld device; vaporizing the lobelia solution at a low temperature upon activation by a user such that an effective serving of lobelia is provided to the user; Device Patent Application 20130199528 - A control system for a hand-held vapor delivery device, comprising: a circuit configured to provide a precise amount of power from a power source to heat a heating element to a minimum required temperature to completely vaporize a predetermined volume of a liquid, and control a precise duration of time to supply the precise amount of power to completely vaporize the predetermined volume of liquid at the required temperature. The application also utilizes alkaline battery chemistry and an enclosed cartridge that eliminates leaking and restricts adulteration; Tobacco Formula Patent Application 20130213417 - A tobacco solution prepared by a process and ingredients enabling vaporization at low temperature; and, Vaporized Medicants and Methods of Use Patent Application 20130072577 - Medicant solutions, i.e. suitable for vaporization at a low temperature. Medicants or active ingredients that are covered by the application include energy boosters, analgesics, sleep aids, motion sickness remedies and erectile dysfunction remedies. In addition to providing the license, the Agreement also obligates the Company to continue to fund and manage the patent process on behalf of the current portfolio.

There were 500,000 shares issued and outstanding as of December 31, 2013.

GAAP requires that intellectual property be carried on the balance sheet at the historical carrying basis of the portfolio's patent development. That historical carrying basis, incurred at the affiliate, Chong Corporation, and controlled by the Company's Chairman and CEO, Alexander Chong, who also was deemed a controlling Company shareholder at the time of the License Agreement was determined to be $196,401- the amount reflected on the Company's balance sheet for the period ending December 31, 2013. The Company expects to amortize portions of this amount consistent with its policy to do on a straight-line basis over periods of benefit, ranging up to 17 years.

Common Stock -- The authorized common stock of the Company consists of 100,000,000 shares with a $0.01 par value. The Company issued 36,000 shares at par value during the period ending December 31, 2013 to founders, friends and family of the Company and were considered nominal in value and priced at $360. The Company issued no shares from its organization in March of 2010 until July 3, 2013. There were 36,000 shares issued and outstanding as of December 31, 2013.

Note 5 – Income Taxes

We did not provide any current or deferred U.S. federal income tax provision or benefit for any of the periods presented because we reported no activity the first two years and have experienced operating losses in both 2012 and 2013. Under ACS 740 "Income Taxes", when it is more likely than not that a tax asset cannot be realized through future income the Company must allow for this future tax benefit. We provided a full valuation allowance on the net deferred tax asset, consisting of net operating loss carryforwards, because management has determined that it is more likely than not that we will not earn income sufficient to realize the deferred tax assets during the carryforward period. The component of the Company's deferred tax asset as of December 31, 2013 and 2012 are as follows: The component of the Company's deferred tax asset as of December 31, 2013 and 2012 are as follows:

The Component of the Company's deferred tax asset as of December 31, 2013 and 2012 are as follows:

	December 31, 2013	December 31, 2012
Net opening loss carry forward	$ 50,052	$ 25
Valuation allowance	(50,052)	(25)
Net deferred asset	$ —	$ —

A reconciliation of income taxes computed at the 35% statutory rate to the income tax recorded is as follow:

	December 31, 2013	December 31, 2012
Net opening loss carry forward	$ 17,518	$ 9
Valuation allowance	(17,518)	(9)
Net deferred asset	$ —	$ —

The company did not pay any income taxes during the years ended December 31, 2013 or 2012.

The net federal operating loss carry forward will expire between December 31, 2032 and December 31, 2033.

Note 6 – Related Party Transactions

As of December 31, 2013, the Company was owed $6,490 from an entity related to the Company through common ownership. This receivable is a temporary loan, noninterest bearing, unsecured and is expected to be repaid during 2014.

Preferred stock was issued for Intellectual Property whereby the transferor was also the controlling shareholder of the Company. See note 4.

Note 7 – Note Payable

As of December 31, 2013, the Company has a note payable in the amount of $50,000 due to an individual. The note was issued on May 31, 2013, bears eight per cent (8%) annual interest. The note, all principal and accrued interest, is due and payable May 31, 2014.

Note 8 – Subsequent Events

On April 11, 2014, the company entered into a Share Exchange Agreement and Plan of Reorganization ("Agreement") with OICco Acquisition IV, Inc. At the closing of the Agreement (which is contingent upon the effectiveness of a post-effective amendment to OICco's registration statement and a 80% reconfirmation vote under Rule 419 and other closing conditions), pursuant to the terms of the Agreement, 36,000,000 shares of OICco common stock, par value $0.0001 per share (the "Common Stock") will be issued to VapAria shareholders holding 100% of the issued and outstanding common shares and 500,000 shares of OICco's to be designated Series A convertible preferred stock ("Preferred Stock") will be issued to VapAria shareholders holding 100% of the issued and outstanding shares of VapAria's Series A convertible preferred stock. Upon completion of the foregoing transactions, (i) VapAria will become a wholly-owned subsidiary of OICco, (ii) VapAria's common stockholders will acquire 72% of the issued and outstanding common stock of OICco, and (iii) VapAria's holders of its Series A convertible preferred stock will own 100% of the to be issued and outstanding shares of OICco's Preferred Stock, and (iv) OICco will change its name to VapAria Corporation.

PART II: INFORMATION NOT REQUIRED IN PROSPECTUS

OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses payable by OICco in connection with the sale of the common stock being registered. OICco has agreed to pay all costs and expenses in connection with this offering of common stock. Miguel Dotres is the source of the funds for the costs of the offering. Mr. Dotres fully paid for the expenses of the offering as set forth below.

Legal and Professional Fees	$
Accounting Fees	$
Escrow Fees	$
Registration Fee	$
Total	$

INDEMNIFICATION OF DIRECTORS AND OFFICERS

OICco Acquisition IV, Inc.'s Articles of Incorporation and Bylaws provide for the indemnification of a present or former director or officer. OICco indemnifies any director, officer, employee or agent who is successful on the merits or otherwise in defense on any action or suit. Such indemnification shall include, but not necessarily be limited to, expenses, including attorney's fees actually or reasonably incurred by him. Delaware law also provides for discretionary indemnification for each person who serves as or at our request as an officer or director. We may indemnify such individual against all costs, expenses and liabilities incurred in a threatened, pending or completed action, suit or proceeding brought because such individual is a director or officer. Such individual must have conducted himself in good faith and reasonably believed that his conduct was in, or not opposed to, our best interests. In a criminal action, he must not have had a reasonable cause to believe his conduct was unlawful.

RECENT SALES OF UNREGISTERED SECURITIES

During the past three years, OICco Acquisition IV, Inc. issued the following unregistered securities in private transactions without registering the securities under the Securities Act:

On December 31, 2009, Ronald Davis, our officer and director, paid for expenses involved with the incorporation of the Company with personal funds on behalf of the Company and provided services, in exchange for 8,000,000 shares of common stock of the Company, each, par value $0.0001 per share.

- At the time of the issuance, Ronald Davis was in possession of all available material information about us, as he is the only officer and director. On the basis of these facts, OICco Acquisition IV, Inc. claims that the issuance of stock to its founding shareholder qualifies for the exemption from registration contained in Section 4(2) of the Securities Act of 1933. OICco believes that Ronald Davis had fair access to all material information about OICco before investing;

- There was no general advertising or solicitation; and

- The shares bear a restrictive transfer legend.

All shares issued to Ronald Davis were at a par price per share of $0.0001. The price of the common stock issued to them was arbitrarily determined and bore no relationship to any objective criterion of value. At the time of issuance, OICco was recently formed or in the process of being formed and possessed no assets.

UNDERTAKINGS

a. The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

   i. To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided however, That:

A. Paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement; and

B. Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

i. If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

5. That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

a. The undersigned registrant hereby undertakes that:

1. For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

2. For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

INDEX OF EXHIBITS

Exhibit No.	**Name/Identification of Exhibit**
3*	Articles of Incorporation and bylaws
	(a) Articles of Incorporation
	(b) Bylaws
5.1**	Opinion of Pearlman Schneider LLP
23.1**	Consent of Independent Auditor
23.2**	Opinion of Pearlman Schneider LLP (Included in Exhibit 5.1 to this Post-Effective Amendment No. 1 to the Registration Statement on Form S-1)
10**	Material Contracts
	(a) Share Exchange Agreement and Plan of Reorganization
	(b) Exclusive License and Option to License Agreement
99**	Additional Exhibits
	(a) Escrow Agreement (previously filed on 11/27/2013)*
	(b) Subscription Agreement

*	Previously filed
**	Filed herewith
***	To be filed by exhibit

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto authorized in the City of Vero Beach, state of Florida on May 1, 2014.

OICco Acquisition IV, Inc.
(Registrant)

By: /s/ Miguel Dotres
Miguel Dotres, President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Miguel Dotres Miguel Dotres	President, Secretary, Director and Chief Executive Officer	May 1, 2014
/s/ Miguel Dotres Miguel Dotres	Treasurer, Chief Accounting Officer, and Principal Financial Officer	May 1, 2014

Exhibit 5.1

PEARLMAN SCHNEIDER LLP

Attorneys-at-Law

2200 Corporate Boulevard, N.W., Suite 210
Boca Raton, Florida 33431-7307

James M. Schneider, Esq.
Charles B. Pearlman, Esq.
Brian A. Pearlman, Esq.

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(561) 362-9595

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(561) 362-9612

May __, 2014

OICco Acquisition IV, Inc.
5881 NW 151 st Street, Suite 216
Miami Lakes, FL 33044

RE: Registration Statement on Form S-1 (the “Registration Statement”) of OICco Acquisition IV, Inc. (the “Company”)

Ladies and Gentlemen:

This opinion is submitted pursuant to the applicable rules of the Securities and Exchange Commission in connection with the registration for public sale of an aggregate of 9,000,000 shares (the “Registerable Shares”) of the Company’s common stock, $0.001 par value per share, all as described in the Registration Statement.

In connection therewith, we have examined and relied upon original, certified, conformed, photostat or other copies of (a) the Certificate of Incorporation, as amended, and Bylaws of the Company, as amended; (b) resolutions of the Board of Directors of the Company authorizing the issuance of the Registerable Shares; (c) the Registration Statement and the exhibits thereto; (d) the agreements, instruments and documents pursuant to which the Registerable Shares were or are to be issued; and (e) such other matters of law as we have deemed necessary for the expression of the opinion herein contained. In all such examinations, we have assumed the genuineness of all signatures on original documents, and the conformity to originals or certified documents of all copies submitted to us as conformed, photostat or other copies. In passing upon certain corporate records and documents of the Company, we have necessarily assumed the correctness and completeness of the statements made or included therein by the Company, and we express no opinion thereon. As to the various questions of fact material to this opinion, we have relied, to the extent we deemed reasonably appropriate, upon representations or certificates of officers or directors of the Company and upon documents, records and instruments furnished to us by the Company, without independently checking or verifying the accuracy of such documents, records and instruments.

Based upon and subject to the foregoing, we are of the opinion that the Registerable Shares presently issued are validly issued, fully paid and non-assessable. We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware (including the statutory provisions and all applicable judicial decisions interpreting those laws) and the federal laws of the United States of America.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption “Legal Matters” in the prospectus forming a part of the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Sincerely,

/s/ PEARLMAN SCHNEIDER LLP
Pearlman Schneider LLP

Exhibit 10.a

SHARE EXCHANGE AGREEMENT AND PLAN OF REORGANIZATION

This **SHARE EXCHANGE AGREEMENT AND PLAN OF REORGANIZATION** (this "Agreement") is entered into as of this 11th day of April 2014 by and among, OICco Acquisition IV, Inc., a Delaware corporation ("OICco"), VapAria Corporation., a Minnesota corporation ("VAPARIA") and each of the shareholders listed on Schedule 1.01(b) hereto (the "VAPARIA Shareholders").

RECITALS:

A. The Boards of Directors of OICco and VAPARIA and the VAPARIA Shareholders have determined that an acquisition of all of the issued and outstanding shares of capital stock of VAPARIA by OICco through a share exchange upon the terms and subject to the conditions set forth in this Agreement (the "Share Exchange") would be in the best interests of OICco and VAPARIA, and the Boards of Directors of OICco and VAPARIA have each approved the Share Exchange, pursuant to which all of the right, title and interest in and to all of the issued and outstanding shares of capital stock, including both common stock and preferred stock of VAPARIA (the "Ownership Interest") will be exchanged for 36,000,000 shares of common stock of OICco (the "Common Exchange Shares") and 500,000 shares of preferred stock of VAPARIA (the "Preferred Exchange Shares", and collectively with the Common Exchanges Shares, the "Exchange Shares"), **upon approval of 80% of the purchasers in OICco's 419 offering in the required reconfirmation offering.**

B. OICco and VAPARIA and the VAPARIA Shareholders desire to make certain representations, warranties, covenants and agreements in connection with the Share Exchange and also to prescribe various conditions to the Share Exchange.

C. For federal income tax purposes, the parties intend that the Share Exchange shall qualify as reorganization under the provisions of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

THE EXCHANGE

Share Exchange. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware Revised Statutes ("Delaware Statutes"), at the Closing (as hereinafter defined), the parties shall do the following:

VAPARIA shall cause the VAPARIA Shareholders to convey, assign, and transfer the Ownership Interest to OICco by delivering to OICco executed and transferable share certificates endorsed in blank (or accompanied by duly executed stock powers endorsed in blank) in proper form for transfer. The Ownership Interest transferred to OICco at the Closing shall constitute a 100% of the issued and outstanding shares of capital stock, both common and preferred, of VAPARIA.

As consideration for its acquisition of the Ownership Interest, OICco shall issue the Exchange Shares to the VAPARIA Shareholders in the denominations set forth on Schedule 1.01(b) hereto by delivering book entry records and/or share certificates to the VAPARIA Shareholders evidencing the Exchange Shares (the "Exchange Shares Certificates").

For federal income tax purposes, the Share Exchange is intended to constitute a "reorganization" within the meaning of Section 368 of the Code, and the parties shall report the transactions contemplated by the this Agreement consistent with such intent and shall take no position in any tax filing or legal proceeding inconsistent therewith. The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations. None of OICco or VAPARIA has taken or failed to take, and after the Effective Time (as defined below), OICco shall not take or fail to take, any action which reasonably could be expected to cause the Exchange to fail to qualify as a "reorganization" within the meaning of Section 368(a) of the Code.

Effect of the Share Exchange. The Share Exchange shall have the effects set forth in the applicable provisions of the Delaware Statutes.

Effectiveness of Agreement. This Agreement shall be effective only upon the initial declaration of effectiveness of the post-effective amendment to the S-1 Registration Statement filed by OICco.

Closing. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to Article VII and subject to the satisfaction or waiver of the conditions set forth in Article VI, the closing date of the Exchange (the "Closing") will take place at 10:00 a.m. Eastern Daylight Time on the business day upon satisfaction of the conditions set forth in Article VI (or as soon as practicable thereafter following satisfaction or waiver of the conditions set forth in Article VI) (the "Closing Date"), at the offices of Pearlman Schneider LLP, 2200 Corporate Boulevard NW, Suite 210, Boca Raton, Florida 33431 unless another date, time or place is agreed to in writing by the parties hereto. **The closing of this transaction between OICco and VAPARIA is contingent upon the effectiveness of the post-effective amendment to the OICco 419 registration statement and 80% approval of the investors under the 419 registration statement.**

Reorganization.

As of the Closing, Miguel Dotres shall resign from the board of directors of OICco and Alexander Chinhak Chong and Daniel Markes shall be appointed as the directors of OICco until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with OICco's Articles of Incorporation and Bylaws.

The nominees of VAPARIA shall, as of the Closing, be appointed as the officers of OICco until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with OICco's Articles of Incorporation and Bylaws. As of the Closing, Miguel Dotres shall resign from all positions he holds as an officer of OICco.

If at any time after the Closing, any party shall consider that any further deeds, assignments, conveyances, agreements, documents, instruments or assurances in law or any other things are necessary or desirable to vest, perfect, confirm or record in OICco the title to any property, rights, privileges, powers and franchises of VAPARIA by reason of, or as a result of, the Share Exchange, or otherwise to carry out the provisions of this Agreement, the remaining parties, as applicable, shall execute and deliver, upon request, any instruments or assurances, and do all other things necessary or proper to vest, perfect, confirm or record title to such property, rights, privileges, powers and franchises in OICco, and otherwise to carry out the provisions of this Agreement.

Cancellation and/or Surrender of OICco Common Stock . Simultaneous with the Closing of the Share Exchange, OICco shall, as a condition of Closing cause the cancellation and/or the surrender to OICco's Treasury of a number of shares of common stock so that upon Closing, and after the issuance of 36,000,000 shares to the VAPARIA shareholders, the VAPARIA shareholders will own Seventy-two (72%) percent of the issued and outstanding shares of OICco's common stock.

Effective Time of Share Exchange . As soon as practicable following the satisfaction or waiver of the conditions set forth in Article VI, the parties shall make all filings or recordings required under Delaware Statutes. The Share Exchange shall become effective at such time as is permissible in accordance with Delaware Statutes (the "Effective Time"). OICco and VAPARIA shall use reasonable efforts to have the Closing Date and the Effective Time to be the same day.

COMPLIANCE WITH APPLICABLE SECURITIES LAWS

Covenants, Representations and Warranties of the VAPARIA Shareholders.

The shareholders of VAPARIA listed on Schedule 1.01(a) acknowledge and agree that they are acquiring the Exchange Shares for investment purposes and will not offer, sell or otherwise transfer, pledge or hypothecate any of the Exchange Shares issued to them (other than pursuant to an effective Registration Statement under the Securities Act of 1933, as amended [the "Securities Act"]) directly or indirectly unless:

the sale is to OICco;

the Exchange Shares are sold in a transaction that does not require registration under the Securities Act, or any applicable United States state laws and regulations governing the offer and sale of securities, and the seller has furnished to OICco an opinion of counsel to that effect or such other written opinion as may be reasonably required by OICco.

The shareholders of VAPARIA acknowledge and agree that the certificates representing the Exchange Shares shall bear a restrictive legend, substantially in the following form:

> "THE SECURITIES REPRESENTED BY THIS STOCK CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR APPLICABLE STATE SECURITIES LAWS, AND SHALL NOT BE SOLD, PLEDGED, HYPOTHECATED, DONATED, OR OTHERWISE TRANSFERRED (WHETHER OR NOT FOR CONSIDERATION) BY THE HOLDER EXCEPT UPON THE ISSUANCE TO THE COMPANY OF A FAVORABLE OPINION OF ITS COUNSEL OR THE SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO COUNSEL FOR THE COMPANY, TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS."

The VAPARIA Shareholders represent and warrant that they:

are not aware of any advertisement of any of the Exchange Shares being issued hereunder; and

acknowledge and agree that OICco will refuse to register any transfer of the shares not made pursuant to an effective registration statement under the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act and in accordance with applicable state and provincial securities laws.

acknowledge and agree to OICco making a notation on its records or giving instructions to the registrar and transfer agent of OICco in order to implement the restrictions on transfer set forth and described herein.

REPRESENTATIONS AND WARRANTIES

Representations and Warranties of VAPARIA . VAPARIA represents and warrants to OICco as follows:

Organization, Standing and Power . VAPARIA is duly organized, validly existing and in good standing under the laws of the State of Minnesota, and has the requisite power and authority and all government licenses, authorizations, permits, consents and approvals required to own, lease and operate its properties and carry on its business as now being conducted. VAPARIA is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed (individually or in the aggregate) would not have a material adverse effect (as defined in Section 9.02).

Subsidiaries. VAPARIA does not own, directly or indirectly, any equity or other ownership interest in any company, corporation, partnership, joint venture or otherwise.

Corporate Documents. Schedule 3.01(c) sets forth a true and correct copy of a shareholder list setting forth all of VAPARIA's shareholders with the number of shares owned by each such shareholder.

Ownership Interest. The Ownership Interest represents 100% of the issued and outstanding shares of capital stock, both common and preferred, of VAPARIA. There are no outstanding bonds, debentures, notes or other indebtedness or other securities of VAPARIA. There are no rights, commitments, agreements, arrangements or undertakings of any kind to which VAPARIA is a party or by which it is bound obligating VAPARIA to issue, deliver or sell, or cause to be issued, delivered or sold, additional ownership interests of VAPARIA or obligating VAPARIA to issue, grant, extend or enter into any such right, commitment, agreement, arrangement or undertaking. There are no outstanding contractual obligations, commitments, understandings or arrangements of VAPARIA to repurchase, redeem or otherwise acquire or make any payment in respect of the ownership interests of VAPARIA.

Capitalization of VAPARIA. The entire authorized capital stock of VAPARIA consists of 100,000,000 common shares having a par value of $0.01 per share, of which 36,000 shares are issued and outstanding and 1,000,000 preferred shares having a par value of $0.0001 per share, of which 500,000 are issued and outstanding. All of VAPARIA'S issued and outstanding shares have been duly authorized, are validly issued, fully paid and non-assessable, and are held by the VAPARIA Shareholders listed on the shareholder list attached as Schedule 1.01(a) hereto.

Authority; Non-contravention. VAPARIA and its shareholders have all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by VAPARIA and its shareholders and the consummation by VAPARIA and its shareholders of the transactions contemplated hereby have been (or at Closing will have been) duly authorized by all necessary action on the part of VAPARIA. This Agreement has been duly executed and when delivered by VAPARIA and its shareholders shall constitute a valid and binding obligation of VAPARIA and its shareholders, enforceable against VAPARIA and its shareholders, as applicable, in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not, conflict with, or result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or "put" right with respect to any obligation or to a loss of a material benefit under, or result in the creation of any lien upon any of the properties or assets of VAPARIA under, (i) the articles of incorporation or bylaws of VAPARIA, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to VAPARIA, its properties or assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule, regulation or arbitration award applicable to VAPARIA, its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses or liens that individually or in the aggregate could not have a material adverse effect with respect to VAPARIA or could not prevent, hinder or materially delay the ability of VAPARIA to consummate the transactions contemplated by this Agreement.

Governmental Authorization . No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any United States court, administrative agency or commission, or other federal, state or local government or other governmental authority, agency, domestic or foreign (a "Governmental Entity"), is required by or with respect to VAPARIA in connection with the execution and delivery of this Agreement by VAPARIA or the consummation by VAPARIA of the transactions contemplated hereby, except, with respect to this Agreement, any filings under the Securities Act or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act") or pursuant to the rules and regulations of FINRA.

Financial Statements .

OICco has received from VAPARIA a copy of its latest audited financial statements for the fiscal year ended December 31, 2013 (collectively, the " **VAPARIA** Financial Statements"). The VAPARIA Financial Statements fairly present the financial condition of VAPARIA at the dates indicated and its results of operations and cash flows for the periods then ended and, except as indicated therein, reflect all claims against, debts and liabilities of VAPARIA, fixed or contingent, and of whatever nature.

Since December 31, 2013, the date of the balance sheet (the "VAPARIA Balance Sheet Date"), there has been no material adverse change in the assets or liabilities, or in the business or condition, financial or otherwise, or in the results of operations or prospects, of VAPARIA, whether as a result of any legislative or regulatory change, revocation of any license or rights to do business, fire, explosion, accident, casualty, labor trouble, flood, drought, riot, storm, condemnation, act of God, public force or otherwise and no material adverse change in the assets or liabilities, or in the business or condition, financial or otherwise, or in the results of operation or prospects, of VAPARIA except in the ordinary course of business.

Since the VAPARIA Balance Sheet Date, VAPARIA has not suffered any damage, destruction or loss of physical property (whether or not covered by insurance) affecting its condition (financial or otherwise) or operations (present or prospective), nor has VAPARIA, issued, sold or otherwise disposed of, or agreed to issue, sell or otherwise dispose of, any securities of VAPARIA and has not granted or agreed to grant any other right to subscribe for or to purchase any securities of VAPARIA or has incurred or agreed to incur any indebtedness for borrowed money.

Absence of Certain Changes or Events . VAPARIA has conducted its business only in the ordinary course consistent with past practice, and there is not and has not been any:

material adverse change with respect to VAPARIA including any amendments to its Articles of Incorporation and Bylaws;

event which, if it had taken place following the execution of this Agreement, would not have been permitted by Section 4.01 without prior consent of OICco;

condition, event or occurrence which could reasonably be expected to prevent, hinder or materially delay the ability of VAPARIA to consummate the transactions contemplated by this Agreement;

incurrence, assumption or guarantee by VAPARIA of any indebtedness for borrowed money other than in the ordinary course and in amounts and on terms consistent with past practices or as disclosed to OICco in writing;

creation or other incurrence by VAPARIA of any lien on any asset other than in the ordinary course consistent with past practices;

transaction or commitment made, or any contract or agreement entered into, by VAPARIA relating to its assets or business (including the acquisition or disposition of any assets) or any relinquishment by VAPARIA of any contract or other right, in either case, material to VAPARIA, other than transactions and commitments in the ordinary course consistent with past practices and those contemplated by this Agreement;

labor dispute, other than routine, individual grievances, or, to the knowledge of VAPARIA, any activity or proceeding by a labor union or representative thereof to organize any employees of VAPARIA or any lockouts, strikes, slowdowns, work stoppages or threats by or with respect to such employees;

payment, prepayment or discharge of liability other than in the ordinary course of business or any failure to pay any liability when due;

write-offs or write-downs of any assets of VAPARIA ;

creation, termination or amendment of, or waiver of any right under, any material contract of VAPARIA;

damage, destruction or loss having, or reasonably expected to have, a material adverse effect on VAPARIA;

other condition, event or occurrence which individually or in the aggregate could reasonably be expected to have a material adverse effect or give rise to a material adverse change with respect to VAPARIA; or

agreement or commitment to do any of the foregoing.

Certain Fees. No brokerage or finder's fees or commissions are or will be payable by VAPARIA to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

Litigation; Labor Matters; Compliance with Laws.

There is no suit, action or proceeding or investigation pending or, to the knowledge of VAPARIA, threatened against or affecting VAPARIA or any basis for any such suit, action, proceeding or investigation that, individually or in the aggregate, could reasonably be expected to have a material adverse effect with respect to VAPARIA or prevent, hinder or materially delay the ability of VAPARIA to consummate the transactions contemplated by this Agreement, nor is there any judgment, decree, injunction, rule or order of any governmental entity or arbitrator outstanding against VAPARIA having, or which, insofar as reasonably could be foreseen by VAPARIA, in the future could have, any such effect.

VAPARIA is not a party to, or bound by, any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor is it the subject of any proceeding asserting that it has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment nor is there any strike, work stoppage or other labor dispute involving it pending or, to its knowledge, threatened, any of which could have a material adverse effect with respect to VAPARIA.

The conduct of the business of VAPARIA complies with all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees or arbitration awards applicable thereto.

Benefit Plans. VAPARIA is not a party to any Benefit Plan under which VAPARIA currently has an obligation to provide benefits to any current or former employee, officer or director of VAPARIA. As used herein, "Benefit Plan" shall mean any employee benefit plan, program, or arrangement of any kind, including any defined benefit or defined contribution plan, ownership plan with respect to any membership interest, executive compensation program or arrangement, bonus plan, incentive compensation plan or arrangement, profit sharing plan or arrangement, deferred compensation plan, agreement or arrangement, supplemental retirement plan or arrangement, vacation pay, sickness, disability, or death benefit plan (whether provided through insurance, on a funded or unfunded basis, or otherwise), medical or life insurance plan providing benefits to employees, retirees, or former employees or any of their dependents, survivors, or beneficiaries, severance pay, termination, salary continuation, or employee assistance plan.

Tax Returns and Tax Payments .

VAPARIA has timely filed with the appropriate taxing authorities all Tax Returns, as that term is hereinafter defined, required to be filed by it (taking into account all applicable extensions). All such Tax Returns are true, correct and complete in all respects. All Taxes, as that term is hereinafter defined, due and owing by VAPARIA have been paid (whether or not shown on any Tax Return and whether or not any Tax Return was required). VAPARIA is not currently the beneficiary of any extension of time within which to file any Tax Return or pay any Tax. No claim has ever been made in writing or otherwise addressed to VAPARIA by a taxing authority in a jurisdiction where VAPARIA does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. The unpaid Taxes of VAPARIA did not, as of the VAPARIA Balance Sheet Date, exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the financial statements (rather than in any notes thereto). Since the VAPARIA Balance Sheet Date, neither VAPARIA nor any of its subsidiaries has incurred any liability for Taxes outside the ordinary course of business consistent with past custom and practice. As of the Closing Date, the unpaid Taxes of VAPARIA and its subsidiaries will not exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the books and records of VAPARIA .

No material claim for unpaid Taxes has been made or become a lien against the property of VAPARIA or is being asserted against VAPARIA, no audit of any Tax Return of VAPARIA is being conducted by a tax authority, and no extension of the statute of limitations on the assessment of any Taxes has been granted by VAPARIA and is currently in effect. VAPARIA has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

As used herein, "Taxes" shall mean all taxes of any kind, including, without limitation, those on or measured by or referred to as income, gross receipts, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium value added, property or windfall profits taxes, customs, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any governmental authority, domestic or foreign. As used herein, "Tax Return" shall mean any return, report or statement required to be filed with any governmental authority with respect to Taxes.

Environmental Matters . VAPARIA is in compliance with all Environmental Laws in all material respects. VAPARIA has not received any written notice regarding any violation of any Environmental Laws, as that term is hereinafter defined, including any investigatory, remedial or corrective obligations. VAPARIA holds all permits and authorizations required under applicable Environmental Laws, unless the failure to hold such permits and authorizations would not have a material adverse effect on VAPARIA, and is in compliance with all terms, conditions and provisions of all such permits and authorizations in all material respects. No releases of Hazardous Materials, as that term is hereinafter defined, have occurred at, from, in, to, on or under any real property currently or formerly owned, operated or leased by VAPARIA or any predecessor thereof and no Hazardous Materials are present in, on, about or migrating to or from any such property which could result in any liability to VAPARIA. VAPARIA has not transported or arranged for the treatment, storage, handling, disposal, or transportation of any Hazardous Material to any off-site location which could result in any liability to VAPARIA. VAPARIA has no liability, absolute or contingent, under any Environmental Law that if enforced or collected would have a material adverse effect on VAPARIA. There are no past, pending or threatened claims under Environmental Laws against VAPARIA and VAPARIA is not aware of any facts or circumstances that could reasonably be expected to result in a liability or claim against VAPARIA pursuant to Environmental Laws. "Environmental Laws" means all applicable foreign, federal, state and local statutes, rules, regulations, ordinances, orders, decrees and common law relating in any manner to contamination, pollution or protection of human health or the environment, and similar state laws. "Hazardous Material" means any toxic, radioactive, corrosive or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics, which in any event is regulated under any Environmental Law.

Material Contract Defaults . VAPARIA is not, or has not received any notice or has any knowledge that any other party is, in default in any respect under any Material Contract, as that term is hereinafter defined; and there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such a material default. For purposes of this Agreement, a "Material Contract" means any contract, agreement or commitment that is effective as of the Closing Date to which VAPARIA is a party (i) with expected receipts or expenditures in excess of $50,000, (ii) requiring VAPARIA to indemnify any person, (iii) granting exclusive rights to any party, (iv) evidencing indebtedness for borrowed or loaned money in excess of $50,000 or more, including guarantees of such indebtedness, or (v) which, if breached by VAPARIA in such a manner would (A) permit any other party to cancel or terminate the same (with or without notice of passage of time) or (B) provide a basis for any other party to claim money damages (either individually or in the aggregate with all other such claims under that contract) from VAPARIA or (C) give rise to a right of acceleration of any material obligation or loss of any material benefit under any such contract, agreement or commitment.

Accounts Receivable . All of the accounts receivable of VAPARIA that are reflected on VAPARIA's Financial Statements or the accounting records of VAPARIA as of the Closing (collectively, the "Accounts Receivable") represent or will represent valid obligations arising from sales actually made or services actually performed in the ordinary course of business and are not subject to any defenses, counterclaims, or rights of set off other than those arising in the ordinary course of business and for which adequate reserves have been established. The Accounts Receivable are fully collectible to the extent not reserved for on the balance sheet on which they are shown.

Properties . VAPARIA has valid land use rights for all real property that is material to its business and good, clear and marketable title to all the tangible properties and tangible assets reflected in the latest balance sheet as being owned by VAPARIA or acquired after the date thereof which are, individually or in the aggregate, material to VAPARIA's business (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business), free and clear of all material liens, encumbrances, claims, security interest, options and restrictions of any nature whatsoever. Any real property and facilities held under lease by VAPARIA is held by it under valid, subsisting and enforceable leases of which VAPARIA is in compliance, except as could not, individually or in the aggregate, have or reasonably be expected to result in a material adverse effect.

Intellectual Property .

As used in this Agreement, the term "Trademarks" means trademarks, service marks, trade names, internet domain names, designs, slogans, and general intangibles of like nature; the term "Trade Secrets" means technology; trade secrets and other confidential information, know-how, proprietary processes, formulae, algorithms, models, and methodologies; the term "Intellectual Property" means patents, copyrights, Trademarks, applications for any of the foregoing, and Trade Secrets; the term "Company License Agreements" means any license agreements granting any right to use or practice any rights under any Intellectual Property (except for such agreements for off-the-shelf products that are generally available for less than $25,000), and any written settlements relating to any Intellectual Property, to which VAPARIA is a party or otherwise bound; and the term "Software" means any and all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code.

VAPARIA owns or has valid rights to use the Trademarks, trade names, domain names, copyrights, patents, logos, licenses and computer software programs (including, without limitation, the source codes thereto) that are necessary for the conduct of its respective businesses as now being conducted. To the knowledge of VAPARIA, none of VAPARIA's Intellectual Property or License Agreements infringe upon the rights of any third party that may give rise to a cause of action or claim against VAPARIA or its successors.

Undisclosed Liabilities . VAPARIA has no liabilities or obligations of any nature (whether fixed or unfixed, secured or unsecured, known or unknown and whether absolute, accrued, contingent, or otherwise.)

Full Disclosure . All of the representations and warranties made by VAPARIA in this Agreement, and all statements set forth in the certificates delivered by VAPARIA at the Closing pursuant to this Agreement, are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such representations, warranties or statements, in light of the circumstances under which they were made, misleading. The copies of all documents furnished by VAPARIA pursuant to the terms of this Agreement are complete and accurate copies of the original documents. The schedules, certificates, and any and all other statements and information, whether furnished in written or electronic form, to OICco or its representatives by or on behalf of any of VAPARIA or its affiliates in connection with the negotiation of this Agreement and the transactions contemplated hereby do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

Representations and Warranties of OICco. As a material inducement for VAPARIA to enter into this Agreement and to consummate the transactions contemplated hereby, OICco hereby makes the following representations and warranties as of the date hereof and as of the Closing Date, each of which is relied upon by VAPARIA regardless of any investigation made or information obtained by VAPARIA (unless and to the extent specifically and expressly waived in writing by VAPARIA on or before the Closing Date):

Organization, Standing and Corporate Power. OICco is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority and all government licenses, authorizations, permits, consents and approvals required to own, lease and operate its properties and carry on its business as now being conducted. OICco is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed (individually or in the aggregate) would not have a material adverse effect with respect to OICco.

Subsidiaries. OICco owns no subsidiaries.

Capitalization of OICco. As of the date of this Agreement, the authorized capital stock of OICco consists of 100,000,000 shares of OICco Common Stock, $0.0001 par value, of which 9,000,000 shares of OICco Common Stock are issued and outstanding. There are no other shares of OICco capital stock issuable upon the exercise of outstanding warrants, convertible notes, options or otherwise. Except as set forth herein, no shares of capital stock or other equity securities of OICco are issued, reserved for issuance or outstanding. As soon as practicable,, OICco shall amend its Articles of Incorporation to provide for a series of preferred stock in such amounts and with such designations, preferences, and rights as are included in VAPARIA's Series A Convertible Preferred Stock. All of the shares of common stock and preferred stock issued pursuant to this Agreement will be, when issued, duly authorized, validly issued, fully paid and non-assessable, not subject to preemptive rights, and issued in compliance with all applicable state and federal laws concerning the issuance of securities.

Corporate Authority; Non-contravention. OICco has all requisite corporate and other power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by OICco and the consummation by OICco of the transactions contemplated hereby have been (or at Closing will have been) duly authorized by all necessary corporate action on the part of OICco. This Agreement has been duly executed and when delivered by OICco shall constitute a valid and binding obligation of OICco, enforceable against OICco in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not, conflict with, or result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or "put" right with respect to any obligation or to loss of a material benefit under, or result in the creation of any lien upon any of the properties or assets of OICco under (i) its articles of incorporation, bylaws, or other charter documents; (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to OICco, its properties or assets; or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule, regulation or arbitration award applicable to OICco, its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses or liens that individually or in the aggregate could not have a material adverse effect with respect to OICco or could not prevent, hinder or materially delay the ability of OICco to consummate the transactions contemplated by this Agreement.

Affiliate Transactions . No officer, director or employee of OICco or any member of the immediate family of any such officer, director or employee, or any entity in which any of such persons owns any beneficial interest (other than any publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than one percent of the stock of which is beneficially owned by any of such persons), has any agreement with OICco or any interest in any of their property of any nature, used in or pertaining to the business of OICco. None of the foregoing persons has any direct or indirect interest in any competitor, supplier or customer of OICco or in any person from whom or to whom OICco leases any property or transacts business of any nature.

Government Authorization . No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Entity, is required by or with respect to OICco in connection with the execution and delivery of this Agreement by OICco, or the consummation by OICco of the transactions contemplated hereby, except, with respect to this Agreement, any filings under the Delaware Statutes, the Securities Act or the Exchange Act.

Financial Statements .

The consolidated financial statements of OICco included in the reports, schedules, forms, statements and other documents filed by OICco with the SEC (collectively, and in each case including all exhibits and schedules thereto and documents incorporated by reference therein, the “OICco SEC Documents”) comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with U.S. generally accepted accounting principles (except, in the case of unaudited consolidated quarterly statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the consolidated financial position of OICco and its consolidated subsidiaries as of the dates thereof and the consolidated results of operations and changes in cash flows for the periods then ended (subject, in the case of unaudited quarterly statements, to normal year-end audit adjustments as determined by OICco’s independent accountants). Except as set forth in the OICco SEC Documents, at the date of the most recent audited financial statements of OICco included in the OICco SEC Documents, OICco has not incurred any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) which, individually or in the aggregate, could reasonably be expected to have a material adverse effect with respect to OICco.

OICco has made the following financial information (collectively, the ("OICco Financial Information") available to VAPARIA:

(x) audited balance sheet and statements of income, changes in stockholders' equity and cash flow as of and for the fiscal years ended December 31, 2012 and December 31, 2011 for OICco; and

(y) the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which OICco maintains safe deposit boxes or accounts of any nature and the names of all persons authorized to have access thereto, draw thereon or make withdrawals therefrom

The audited balance sheet dated as of September 30, 2013 of OICco shall be referred to as the "OICco Balance Sheet." The OICco financial information presents fairly the financial condition of OICco as of such dates and the results of operations of OICco for such periods, in accordance with GAAP and are consistent with the books and records of OICco (which books and records are correct and complete).

Events Subsequent to OICco Balance Sheet . Since the date of the OICco Balance Sheet, there has not been, occurred or arisen, with respect to OICco:

any change or amendment in its Articles of Incorporation and/or Bylaws;

any reclassification, split-up or other change in, or amendment of or modification to, the rights of the holders of any of its capital stock;

any direct or indirect redemption, purchase or acquisition by any person of any of its capital stock or of any interest in or right to acquire any such stock;

any issuance, sale, or other disposition of any capital stock, or any grant of any options, warrants, or other rights to purchase or obtain (including upon conversion, exchange, or exercise) any capital stock;

any declaration, set aside, or payment of any dividend or any distribution with respect to its capital stock (whether in cash or in kind) or any redemption, purchase, or other acquisition of any of its capital stock;

the organization of any subsidiary or the acquisition of any shares of capital stock by any person or any equity or ownership interest in any business;

any damage, destruction or loss of any of its properties or assets whether or not covered by insurance;

any sale, lease, transfer or assignment of any of its assets, tangible or intangible, other than for a fair consideration in the ordinary course of business;

the execution of, or any other commitment to any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) outside the ordinary course of business;

any acceleration, termination, modification, or cancellation of any agreement, contract, lease or license (or series of related agreements, contracts, leases, and licenses) involving more than $10,000 to which it is a party or by which it is bound;

any security interest or encumbrance imposed upon any of its assets, tangible or intangible;

any grant of any license or sublicense of any rights under or with respect to any OICco Intellectual Property;

any sale, assignment or transfer (including transfers to any employees, affiliates or shareholders) of any OICco Intellectual Property;

any capital expenditure (or series of related capital expenditures) involving more than $2,500 and outside the ordinary course of business;

any capital investment in, any loan to, or any acquisition of the securities or assets of, any other person or entity (or series of related capital investments, loans and acquisitions) involving more than $2,500 and outside the ordinary course of business;

any issuance of any note, bond or other debt security, or created, incurred, assumed, or guaranteed any indebtedness for borrowed money or capitalized lease obligation involving more than $2,500;

any delay or postponement of the payment of accounts payable or other liabilities;

any cancellation, compromise, waiver or release of any right or claim (or series of related rights and claims) involving more than $5,000 and outside the ordinary course of business;

any loan to, or any entrance into any other transaction with, any of its directors, officers and employees either involving more than $500 individually or $2,500 in the aggregate;

the adoption, amendment, modification or termination of any bonus, profit-sharing, incentive, severance, or other plan, contract or commitment for the benefit of any of its directors, officers and employees (or taken away any such action with respect to any other Employee Benefit Plan);

any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement;

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any increase in the base compensation of any of its directors, officers and employees;

any charitable or other capital contribution in excess of $2,500;

any taking of other action or entrance into any other transaction other than in the ordinary course of business, or entrance into any transaction with any insider of OICco, except as disclosed in this Agreement and any disclosures schedules;

any other event or occurrence that may have or could reasonably be expected to have a material adverse effect on OICco (whether or not similar to any of the foregoing); or

any agreement or commitment, whether in writing or otherwise, to do any of the foregoing.

Certain Fees . No brokerage or finder's fees or commissions are or will be payable by OICco to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

Litigation; Labor Matters; Compliance with Laws .

There is no suit, action or proceeding or investigation pending or, to the knowledge of OICco, threatened against or affecting OICco or any basis for any such suit, action, proceeding or investigation that, individually or in the aggregate, could reasonably be expected to have a material adverse effect with respect to OICco or prevent, hinder or materially delay the ability of OICco to consummate the transactions contemplated by this Agreement, nor is there any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against OICco having, or which, insofar as reasonably could be foreseen by OICco, in the future could have, any such effect.

OICco is not a party to, or bound by, any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor is it the subject of any proceeding asserting that it has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment nor is there any strike, work stoppage or other labor dispute involving it pending or, to its knowledge, threatened, any of which could have a material adverse effect with respect to OICco.

The conduct of the business of OICco complies with all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees or arbitration awards applicable thereto.

Benefit Plans . OICco is not a party to any Benefit Plan under which OICco currently has an obligation to provide benefits to any current or former employee, officer or director of OICco.

Certain Employee Payments. OICco is not a party to any employment agreement which could result in the payment to any current, former or future director or employee of OICco of any money or other property or rights or accelerate or provide any other rights or benefits to any such employee or director as a result of the transactions contemplated by this Agreement, whether or not (i) such payment, acceleration or provision would constitute a "parachute payment" (within the meaning of Section 280G of the Code), or (ii) some other subsequent action or event would be required to cause such payment, acceleration or provision to be triggered.

Tax Returns and Tax Payments.

OICco has timely filed with the appropriate taxing authorities all Tax Returns required to be filed by it (taking into account all applicable extensions). All such Tax Returns are true, correct and complete in all respects. All Taxes due and owing by OICco has been paid (whether or not shown on any Tax Return and whether or not any Tax Return was required). OICco is not currently the beneficiary of any extension of time within which to file any Tax Return or pay any Tax. No claim has ever been made in writing or otherwise addressed to OICco by a taxing authority in a jurisdiction where OICco does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. The unpaid Taxes of OICco did not, as of the OICco Balance Sheet Date, exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the financial statements (rather than in any notes thereto). Since the OICco Balance Sheet Date, neither OICco nor any of its subsidiaries has incurred any liability for Taxes outside the ordinary course of business consistent with past custom and practice. As of the Closing Date, the unpaid Taxes of OICco and its subsidiaries will not exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the books and records of OICco.

No material claim for unpaid Taxes has been made or become a lien against the property of OICco or is being asserted against OICco; no audit of any Tax Return of OICco is being conducted by a tax authority, and no extension of the statute of limitations on the assessment of any Taxes has been granted by OICco and is currently in effect. OICco has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

Environmental Matters. OICco is in compliance with all Environmental Laws in all material respects. OICco holds all permits and authorizations required under applicable Environmental Laws, unless the failure to hold such permits and authorizations would not have a material adverse effect on OICco, and is compliance with all terms, conditions and provisions of all such permits and authorizations in all material respects. No releases of Hazardous Materials have occurred at, from, in, to, on or under any real property currently or formerly owned, operated or leased by OICco or any predecessor thereof and no Hazardous Materials are present in, on, about or migrating to or from any such property which could result in any liability to OICco. OICco has not transported or arranged for the treatment, storage, handling, disposal, or transportation of any Hazardous Material to any off-site location which could result in any liability to OICco. OICco has no liability, absolute or contingent, under any Environmental Law that if enforced or collected would have a material adverse effect on OICco. There are no past, pending or threatened claims under Environmental Laws against OICco and OICco is not aware of any facts or circumstances that could reasonably be expected to result in a liability or claim against OICco pursuant to Environmental Laws.

Contracts. OICco has no written or oral contracts, understandings, agreements and other arrangements executed by an officer or duly authorized employee of OICco or to which OICco is a party:

involving more than $2,500, or

in the nature of a collective bargaining agreement, employment agreement, or severance agreement with any of its directors, officers and employees.

Material Contract Defaults. OICco is not, or has not, received any notice or has any knowledge that any other party is, in default in any respect under any OICco Contract; and there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such a material default. For purposes of this Agreement, a "OICco Material Contract" means any contract, agreement or commitment that is effective as of the Closing Date to which OICco is a party (i) with expected receipts or expenditures in excess of $2,500, (ii) requiring OICco to indemnify any person, (iii) granting exclusive rights to any party, (iv) evidencing indebtedness for borrowed or loaned money in excess of $2,500 or more, including guarantees of such indebtedness, or (v) which, if breached by OICco in such a manner would (A) permit any other party to cancel or terminate the same (with or without notice of passage of time) or (B) provide a basis for any other party to claim money damages (either individually or in the aggregate with all other such claims under that contract) from OICco or (C) give rise to a right of acceleration of any material obligation or loss of any material benefit under any such contract, agreement or commitment.

Properties. OICco has valid land use rights for all real property that is material to its business and good, clear and marketable title to all the tangible properties and tangible assets reflected in the latest balance sheet as being owned by OICco or acquired after the date thereof which are, individually or in the aggregate, material to OICco's business (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business), free and clear of all material liens, encumbrances, claims, security interest, options and restrictions of any nature whatsoever. Any real property and facilities held under lease by OICco are held by them under valid, subsisting and enforceable leases of which OICco is in compliance, except as could not, individually or in the aggregate, have or reasonably be expected to result in a material adverse effect.

Intellectual Property. OICco owns or has valid rights to use the Trademarks, trade names, domain names, copyrights, patents, logos, licenses and computer software programs (including, without limitation, the source codes thereto) that are necessary for the conduct of its business as now being conducted. All of OICco's licenses to use software programs are current and have been paid for the appropriate number of users. To the knowledge of OICco, none of OICco's Intellectual Property or OICco License Agreements infringe upon the rights of any third party that may give rise to a cause of action or claim against OICco or its successors.

SEC Reports and Financial Statements. Except for the annual report on Form 10-K for the year ended December 31, 2013 (the "2013 10-K"), OICco has filed with the SEC all reports and other filings required to be filed by OICco in accordance with the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder (the " **OICco SEC Reports** "). As of their respective dates, the OICco SEC Reports complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the respective rules and regulations promulgated thereunder applicable to such OICco SEC Reports and, except to the extent that information contained in any OICco SEC Report has been revised or superseded by a later OICco SEC Report filed and publicly available prior to the date of this Agreement, none of the OICco SEC Reports contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of OICco included in OICco SEC Reports were prepared from and are in accordance with the accounting books and other financial records of OICco, were prepared in accordance with GAAP (except, in the case of unaudited statements, as permitted by the rules of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and presented fairly the consolidated financial position of OICco and its consolidated subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). Except as set forth in the OICco SEC Reports, OICco has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) other than liabilities or obligations incurred in the ordinary course of business. The OICco SEC Reports accurately disclose (i) the terms and provisions of all stock option plans, (ii) transactions with Affiliates, and (iii) all material contracts required to be disclosed pursuant to Item 601(b)(10) of Regulation S-K promulgated by the SEC. While the 2013 10-K has not been timely filed, OICco shall cause the 2013 10-K to be filed at the earliest practicable time. In addition, if at any time prior to closing should OICco become delinquent in any required filings with the SEC, OICco represents and warrants that such filings shall be brought current in no less than 20 business days from the due date. Until such time as the filing is brought current, OICco will promptly file any and all reports required to advise the SEC of the failure to file the reports when due.

Board Determination. The Board of Directors of OICco has unanimously determined that the terms of the Share Exchange are fair to and in the best interests of OICco and its stockholders.

Required OICco Share Issuance Approval. OICco represents that the issuance of the Exchange Shares to the VAPARIA Shareholders will be in compliance with the Delaware Statutes and the Bylaws of OICco as well as federal and state securities laws.

Undisclosed Liabilities. OICco has no liabilities or obligations of any nature (whether fixed or unfixed, secured or unsecured, known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations reflected or reserved against in the OICco SEC Documents incurred in the ordinary course of business.

Full Disclosure . All of the representations and warranties made by OICco in this Agreement, and all statements set forth in the certificates delivered by OICco at the Closing pursuant to this Agreement, are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such representations, warranties or statements, in light of the circumstances under which they were made, misleading. The copies of all documents furnished by OICco pursuant to the terms of this Agreement are complete and accurate copies of the original documents. The schedules, certificates, and any and all other statements and information, whether furnished in written or electronic form, to VAPARIA or its representatives by or on behalf of OICco and the OICco Stockholders in connection with the negotiation of this Agreement and the transactions contemplated hereby do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

Powers of Attorney . There are no outstanding powers of attorney executed on behalf of OICco.

COVENANTS RELATING TO CONDUCT OF BUSINESS PRIOR TO SHARE EXCHANGE

Conduct of VAPARIA and OICco . From the date of this Agreement and until the Effective Time, or until the prior termination of this Agreement, VAPARIA and OICco shall not, unless mutually agreed to in writing:

engage in any transaction, except in the normal and ordinary course of business, or create or suffer to exist any lien or other encumbrance upon any of their respective assets or which will not be discharged in full prior to the Effective Time;

sell, assign or otherwise transfer any of their assets, or cancel or compromise any debts or claims relating to their assets, other than for fair value, in the ordinary course of business, and consistent with past practice;

fail to use reasonable efforts to preserve intact their present business organizations, keep available the services of their employees and preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others, to the end that its good will and ongoing business not be impaired prior to the Effective Time;

except for matters related to complaints by former employees related to wages, suffer or permit any material adverse change to occur with respect to VAPARIA and OICco or their business or assets;

make any material change with respect to their business in accounting or bookkeeping methods, principles or practices, except as required by GAAP.

Current Information .

During the period from the date of this Agreement to the Closing, each Party hereto shall promptly notify each other Party of any (i) significant change in its ordinary course of business, (ii) proceeding (or communications indicating that the same may be contemplated), or the institution or threat or settlement of proceedings, in each case involving the Parties the outcome of which, if adversely determined, could reasonably be expected to have a material adverse effect on the Party, taken as a whole or (iii) event which such Party reasonably believes could be expected to have a material adverse effect on the ability of any party hereto to consummate the Share Exchange.

During the period from the date of this Agreement to the Closing, OICco shall promptly notify VAPARIA of any correspondence received from the SEC and FINRA and shall deliver a copy of such correspondence to VAPARIA within one (1) business day of receipt.

Material Transactions . Prior to the Closing, neither VAPARIA nor OICco will, without first obtaining the written consent of the other parties hereto:

declare or pay any dividend or make any other distribution to shareholders, whether in cash, stock or other property;

amend its Articles of Incorporation or Bylaws or enter into any agreement to merge or consolidate with, or sell a significant portion of its assets to, any other Person;

except pursuant to options, warrants, conversion rights or other contractual rights, issue any shares of its capital stock or any options, warrants or other rights to subscribe for or purchase such common or other capital stock or any securities convertible into or exchangeable for any such common or other capital stock;

directly redeem, purchase or otherwise acquire any of its common or other capital stock;

effect a reclassification, recapitalization, split-up, exchange of shares, readjustment or other similar change in or to any capital stock or otherwise reorganize or recapitalize;

enter into any employment contract which is not terminable upon notice of ninety (90) days or less, at will, and without penalty except as provided herein or grant any increase (other than ordinary and normal increases consistent with past practices) in the compensation payable or to become payable to officers or salaried employees, grant any stock options or, except as required by law, adopt or make any change in any bonus, insurance, pension or other Employee Benefit Plan, agreement, payment or agreement under, to, for or with any of such officers or employees;

make any payment or distribution to the trustee under any bonus, pension, profit sharing or retirement plan or incur any obligation to make any such payment or contribution which is not in accordance with such Party's usual past practice, or make any payment or contributions or incur any obligation pursuant to or in respect of any other plan or contract or arrangement providing for bonuses, options, executive incentive compensation, pensions, deferred compensation, retirement payments, profit sharing or the like, establish or enter into any such plan, contract or arrangement, or terminate or modify any plan;

prepay any debt in excess of Five Thousand Dollars ($5,000), borrow or agree to borrow any amount of funds except in the ordinary course of business or, directly or indirectly, guarantee or agree to guarantee obligations of others, or fail to pay any monetary obligation in a timely manner prior to delinquency;

enter into any agreement, contract or commitment having a term in excess of three (3) months or involving payments or obligations in excess of Five Thousand ($5,000) Dollars in the aggregate, except in the ordinary course of business;

amend or modify any material contract;

agree to increase the compensation or benefits of any employee (except for normal annual salary increases in accordance with past practices);

place on any of its assets or properties any pledge, charge or other Encumbrance, except as otherwise authorized hereunder, or enter into any transaction or make any contract or commitment relating to its properties, assets and business, other than in the ordinary course of business or as otherwise disclosed herein;

guarantee the obligation of any person, firm or corporation, except in the ordinary course of business;

make any loan or advance in excess of Two Thousand Five Hundred ($2,500) Dollars in the aggregate or cancel or accelerate any material indebtedness owing to it or any claims which it may possess or waive any material rights of substantial value;

sell or otherwise dispose of any real property or any material amount of any tangible or intangible personal property other than leasehold interests in closed facilities, except in the ordinary course of business;

commit any act or fail to do any act which will cause a breach of any contract and which will have a material adverse effect on its business, financial condition or earnings;

violate any applicable law which violation might have a material adverse effect on such party;

purchase any real or personal property or make any other capital expenditure where the amount paid or committed is, in the aggregate, in excess of Two Thousand ($2,500) Dollars per expenditure;

except in the ordinary course of business, enter into any agreement or transaction with any of such party's affiliates; or

engage in any transaction or take any action that would render untrue in any material respect any of the representations and warranties of such party contained in this Agreement, as if such representations and warranties were given as of the date of such transaction or action.

ADDITIONAL AGREEMENTS

<u>Access to Information; Confidentiality</u> .

VAPARIA shall, and shall cause its officers, employees, counsel, financial advisors and other representatives to, afford to OICco and its representatives reasonable access during normal business hours during the period prior to the Effective Time to its and to VAPARIA 's properties, books, contracts, commitments, personnel and records and, during such period, VAPARIA shall, and shall cause its officers, employees and representatives to, furnish promptly to OICco all information concerning its business, properties, financial condition, operations and personnel as such other party may from time to time reasonably request. For the purposes of determining the accuracy of the representations and warranties of OICco set forth herein and compliance by OICco of its obligations hereunder, during the period prior to the Effective Time, OICco shall provide VAPARIA and its representatives with reasonable access during normal business hours to its properties, books, contracts, commitments, personnel and records as may be necessary to enable VAPARIA to confirm the accuracy of the representations and warranties of OICco set forth herein and compliance by OICco of its obligations hereunder, and, during such period, OICco shall, and shall cause its officers, employees and representatives to, furnish promptly to VAPARIA upon its request (i) a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of federal or state securities laws and (ii) all other information concerning its business, properties, financial condition, operations and personnel as such other party may from time to time reasonably request. Except as required by law, each of VAPARIA and OICco will hold, and will cause its respective directors, officers, employees, accountants, counsel, financial advisors and other representatives and affiliates to hold, any nonpublic information in confidence.

No investigation pursuant to this Section 5.01 shall affect any representations or warranties of the parties herein or the conditions to the obligations of the parties hereto.

<u>Best Efforts</u> . Upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Share Exchange and the other transactions contemplated by this Agreement. OICco and VAPARIA shall mutually cooperate in order to facilitate the achievement of the benefits reasonably anticipated from the Share Exchange.

<u>Public Announcements</u> . OICco , on the one hand, and VAPARIA, on the other hand, will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law or court process. The parties agree that the initial press release or releases to be issued with respect to the transactions contemplated by this Agreement shall be mutually agreed upon prior to the issuance thereof.

Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

No Solicitation. Except as previously agreed to in writing by the other party, neither VAPARIA nor OICco shall authorize or permit any of its officers, directors, agents, representatives, or advisors to (a) solicit, initiate or encourage or take any action to facilitate the submission of inquiries, proposals or offers from any person relating to any matter concerning any exchange, merger, consolidation, business combination, recapitalization or similar transaction involving VAPARIA or OICco, respectively, other than the transaction contemplated by this Agreement or any other transaction the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the Share Exchange or which would or could be expected to dilute the benefits to either VAPARIA or OICco of the transactions contemplated hereby. VAPARIA or OICco will immediately cease and cause to be terminated any existing activities, discussions and negotiations with any parties conducted heretofore with respect to any of the foregoing.

CONDITIONS PRECEDENT

Conditions to Each Party's Obligation to Effect the Share Exchange. The obligation of each party to effect the Share Exchange and otherwise consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Share Exchange shall have been issued by any court of competent jurisdiction or any other Governmental Entity having jurisdiction and shall remain in effect, and there shall not be any applicable legal requirement enacted, adopted or deemed applicable to the Share Exchange that makes consummation of the Share Exchange illegal.

Governmental Approvals. All authorizations, consents, orders, declarations or approvals of, or filings with, or terminations or expirations of waiting periods imposed by, any governmental entity having jurisdiction which the failure to obtain, make or occur would have a material adverse effect on OICco or VAPARIA shall have been obtained, made or occurred.

No Litigation. There shall not be pending or threatened any suit, action or proceeding before any court, Governmental Entity or authority (i) pertaining to the transactions contemplated by this Agreement or (ii) seeking to prohibit or limit the ownership or operation by VAPARIA, OICco or any of its subsidiaries, or to dispose of or hold separate any material portion of the business or assets of VAPARIA or OICco.

Conditions Precedent to Obligations of OICco. The obligation of OICco to effect the Share Exchange and otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

Representations, Warranties and Covenants. The representations and warranties of VAPARIA in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or material adverse effect, which representations and warranties as so qualified shall be true and correct in all respects) both when made and on and as of the Closing Date, and (ii) VAPARIA shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by each of them prior to the Effective Time.

Consents. OICco shall have received evidence, in form and substance reasonably satisfactory to it, that such licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and other third parties as necessary in connection with the transactions contemplated hereby have been obtained.

No Material Adverse Change. There shall not have occurred any change in the business, condition (financial or otherwise), results of operations or assets (including intangible assets) and properties of VAPARIA that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on VAPARIA.

Preferred Stock. As soon as practicable OICco shall have amended its Articles of Incorporation to provide for a series of preferred stock with such designations, preferences and rights as are included in VAPARIA's Series A Convertible Preferred Stock.

Name Change. As soon as practicable OICco Acquisition IV, Inc. shall be changed to VapAria Corporation.

Delivery of the Assignment of Ownership Interest. VAPARIA shall have delivered the share certificates to OICco as soon as practicable.

Audited Financial Statements. OICco shall have received from VAPARIA, audited Financial Statements and proforma financial statements as required to be filed by OICco pursuant to the Exchange Act.

Board Resolutions. OICco shall have received resolutions duly adopted by VAPARIA's board of directors approving the execution, delivery, and performance of the Agreement and the transactions contemplated by the Agreement.

Due Diligence Investigation. OICco shall be reasonably satisfied with the results of its due diligence investigation of VAPARIA in its sole and absolute discretion.

Conditions Precedent to Obligation of VAPARIA. The obligation of VAPARIA to effect the Share Exchange and otherwise consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

Representations, Warranties and Covenants. The representations and warranties of OICco in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or material adverse effect, which representations and warranties as so qualified shall be true and correct in all respects) both when made and on and as of the Closing Date, and (ii) OICco shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it prior to the Effective Time.

Consents. VAPARIA shall have received evidence, in form and substance reasonably satisfactory to it, that such licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and other third parties as necessary in connection with the transactions contemplated hereby have been obtained.

No Material Adverse Change. There shall not have occurred any change in the business, condition (financial or otherwise), results of operations or assets (including intangible assets) and properties of OICco that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on OICco.

Board Resolutions. VAPARIA and VAPARIA shall have received resolutions duly adopted by OICco's board of directors approving the execution, delivery and performance of the Agreement and the transactions contemplated by the Agreement.

Resignations. OICco shall have delivered to VAPARIA the resignation of -Miguel Dotres from all positions as an officer and director of OICco.

New Directors. OICco shall have delivered to VAPARIA evidence of the expansion of OICco's Board of Directors to 2 members and evidence of the appointment of 2 new directors nominated by VAPARIA;

Certificates. OICco shall deliver to each of the shareholders of VAPARIA a certificate evidencing ownership of the Exchange Shares described in Section 1.01 hereof.

As of the Closing Date, OICco shall not have any debts or liabilities and shall not have any liens recorded against its properties or assets.

Cash on Hand. OICco, at closing, shall have $0.00 cash on hand.

SEC Reports. Prior to closing all SEC reports shall have been filed and the post-effective amendment to the registration statement shall be effective.

Current Report. OICco will prepare for filing a Form 8-K to be filed within four (4) business days of the Closing Date containing the required information relating to the Share Exchange.

Due Diligence Investigation. VAPARIA shall be reasonably satisfied with the results of its due diligence investigation of OICco in its sole and absolute discretion.

TERMINATION, AMENDMENT AND WAIVER

Termination. This Agreement may be terminated and abandoned at any time prior to the Effective Time of the Share Exchange:

by mutual written consent of OICco and VAPARIA;

by either OICco or VAPARIA if any Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Share Exchange and such order, decree, ruling or other action shall have become final and non-appealable;

by either OICco or VAPARIA if the Share Exchange shall not have been consummated on or before July 30, 2014 (other than as a result of the failure of the party seeking to terminate this Agreement to perform its obligations under this Agreement required to be performed at or prior to the Effective Time).

by OICco, if a material adverse change shall have occurred relative to VAPARIA (and not curable within thirty (30) days);

by VAPARIA if a material adverse change shall have occurred relative to OICco (and not curable within thirty (30) days);

by OICco, if VAPARIA willfully fails to perform in any material respect any of its material obligations under this Agreement; or

by VAPARIA, if OICco willfully fails to perform in any material respect any of its obligations under this Agreement.

Effect of Termination. In the event of termination of this Agreement by either VAPARIA or OICco as provided in Section 7.01, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of OICco or VAPARIA, other than the provisions of the last sentence of Section 4.02(a) and this Section 7.02. Nothing contained in this Section shall relieve any party for any breach of the representations, warranties, covenants or agreements set forth in this Agreement.

Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties upon approval by the party, if such party is an individual, and upon approval of the Board of Director of OICco and of VAPARIA.

Extension; Waiver. Subject to Section 7.01(c), at any time prior to the Effective Time, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement, or (c) waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Return of Documents. In the event of termination of this Agreement for any reason, OICco and VAPARIA will return to the other party all of the other party's documents, work papers, and other materials (including copies) relating to the transactions contemplated in this Agreement, whether obtained before or after execution of this Agreement. OICco and VAPARIA will not use any information so obtained from the other party for any purpose and will take all reasonable steps to have such other party's information kept confidential.

INDEMNIFICATION AND RELATED MATTERS

Survival of Representations and Warranties . The representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement, including any disclosure schedule, shall survive until twelve (12) months after the Effective Time (except for with respect to Taxes, which shall survive for the applicable statute of limitations plus 90 days, and covenants that by their terms survive for a longer period). The right to any remedy based upon such representations and warranties shall not be affected by any investigation conducted with respect to, or any knowledge acquired at any time, whether before or after execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of any such representation or warranty.

Indemnification .

OICco shall indemnify and hold VAPARIA harmless for, from and against any and all liabilities, obligations, damages, losses, deficiencies, costs, penalties, interest and expenses (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever) (collectively, “Losses”) to which OICco may become subject resulting from or arising out of any breach of a representation, warranty or covenant made by OICco as set forth herein.

VAPARIA shall indemnify and hold OICco and OICco’s officers and directors (“OICco’s Representatives”) harmless for, from and against any and all Losses to which OICco or OICco’s Representatives may become subject resulting from or arising out of (1) any breach of a representation, warranty or covenant made by VAPARIA as set forth herein; or (2) any and all liabilities arising out of or in connection with: (A) any of the assets of VAPARIA prior to the Closing; or (B) the operations of VAPARIA prior to the Closing.

Notice of Indemnification . Promptly after the receipt by any indemnified party (the "Indemnitee") of notice of the commencement of any action or proceeding against such Indemnitee, such Indemnitee shall, if a claim with respect thereto is or may be made against any indemnifying party (the "Indemnifying Party") pursuant to this Article VIII, give such Indemnifying Party written notice of the commencement of such action or proceeding and give such Indemnifying Party a copy of such claim and/or process and all legal pleadings in connection therewith. The failure to give such notice shall not relieve any Indemnifying Party of any of its indemnification obligations contained in this Article VIII, except where, and solely to the extent that, such failure actually and materially prejudices the rights of such Indemnifying Party. Such Indemnifying Party shall have, upon request within thirty (30) days after receipt of such notice, but not in any event after the settlement or compromise of such claim, the right to defend, at its own expense and by its own counsel reasonably acceptable to the Indemnitee, any such matter involving the asserted liability of the Indemnitee; provided, however, that if the Indemnitee determines that there is a reasonable probability that a claim may materially and adversely affect it, other than solely as a result of money payments required to be reimbursed in full by such Indemnifying Party under this Article VIII or if a conflict of interest exists between Indemnitee and the Indemnifying Party, the Indemnitee shall have the right to defend, compromise or settle such claim or suit; and, provided, further, that such settlement or compromise shall not, unless consented to in writing by such Indemnifying Party, which shall not be unreasonably withheld, be conclusive as to the liability of such Indemnifying Party to the Indemnitee. In any event, the Indemnitee, such Indemnifying Party and its counsel shall cooperate in the defense against, or compromise of, any such asserted liability, and in cases where the Indemnifying Party shall have assumed the defense, the Indemnitee shall have the right to participate in the defense of such asserted liability at the Indemnitee's own expense. In the event that such Indemnifying Party shall decline to participate in or assume the defense of such action, prior to paying or settling any claim against which such Indemnifying Party is, or may be, obligated under this Article VIII to indemnify an Indemnitee, the Indemnitee shall first supply such Indemnifying Party with a copy of a final court judgment or decree holding the Indemnitee liable on such claim or, failing such judgment or decree, the terms and conditions of the settlement or compromise of such claim. An Indemnitee's failure to supply such final court judgment or decree or the terms and conditions of a settlement or compromise to such Indemnifying Party shall not relieve such Indemnifying Party of any of its indemnification obligations contained in this Article VIII, except where, and solely to the extent that, such failure actually and materially prejudices the rights of such Indemnifying Party. If the Indemnifying Party is defending the claim as set forth above, the Indemnifying Party shall have the right to settle the claim only with the consent of the Indemnitee.

GENERAL PROVISIONS

Notices . Any and all notices and other communications hereunder shall be in writing and shall be deemed duly given to the party to whom the same is so delivered, sent or mailed at addresses and contact information set forth below (or at such other address for a party as shall be specified by like notice.) Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be deemed given and effective on the earliest of: (a) on the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 5:30 p.m. (Eastern Standard Time) on a business day, (b) on the next business day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a business day or later than 5:30 p.m. (Eastern Standard Time) on any business day, (c) on the second business day following the date of mailing, if sent by a nationally recognized overnight courier service, or (d) if by personal delivery, upon actual receipt by the party to whom such notice is required to be given.

If to OICco :

Miguel Dotres
President
OICco Acquisition IV, Inc.
4412 8 th Street SW
Vero Beach, Florida 32968
Tel: (954) 362-7598
Fax: (954) 362-7598

If to VAPARIA :

William Bartkowski
President
VapAria Corporation
5550 Nicollet Avenue
Minneapolis, MN 55419-1930
Tel:
Fax:

with a copy to :

Charles B. Pearlman, Esq.
Pearlman Schneider LLP
2200 Corporate Boulevard NW
Suite 210
Boca Raton, FL 33431
Tel: (561) 362-9595
Fax: (561) 362-9612

Definitions . For purposes of this Agreement:

an "affiliate" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person;

"material adverse change" or "material adverse effect" means, when used in connection with VAPARIA or OICco, any change or effect that either individually or in the aggregate with all other such changes or effects is materially adverse to the business, assets, properties, condition (financial or otherwise) or results of operations of such party and its subsidiaries taken as a whole (after giving effect in the case of OICco to the consummation of the Share Exchange);

"person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity; and

a "subsidiary" of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of Directors or other governing body (or, if there are no such voting interests, fifty percent (50%) or more of the equity interests of which) is owned directly or indirectly by such first person.

Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

Entire Agreement; No Third-Party Beneficiaries. This Agreement and the other agreements referred to herein constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. This Agreement is not intended to confer upon any person other than the parties any rights or remedies.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States located in the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) agrees that it will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (b) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any state court other than such court.

Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Counterparts . This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement. This Agreement, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms hereof and deliver them in person to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

Attorney's Fees . In the event any suit or other legal proceeding is brought for the enforcement of any of the provisions of this Agreement, the parties hereto agree that the prevailing party or parties shall be entitled to recover from the other party or parties upon final judgment on the merits reasonable attorneys' fees, including attorneys' fees for any appeal, and costs incurred in bringing such suit or proceeding.

Currency . All references to currency in this Agreement shall refer to the lawful currency of the United States of America.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement as of the date first above written.

OICco Acquisition IV, Inc.

//Miguel Dotres
Miguel Dotres
President

VapAria Corporation

//William Bartkowski
William Bartkowski
President

//Daniel Markes
Daniel Markes
Vice President

//Roger Nielsen
Roger Nielsen
Vice President

Share Exchange Agreement and Plan of Reorganization
Schedule 1.01(a)

Common Shareholders

NAME and ADDRESS	VapAria MN SHARES
Bartkowski, Sarah K.	1,250
Alexander Chong Chinhak LLC	23,400
Creach, Nathan Daniel	1,000
Kingsley II, Damon Lee	1,000
Markes, Daniel	2,200
Markes, Paula	1,000
Neisen, Dan and Dennis Partnership	850
Nielsen, Roger	2,200
Patterson, James Glyn	1,000
Patterson, James Llyn	1,000
Potter, Roger Neal	100
Wells, Melinda	1,000

Series A Convertible Preferred Shareholders

Chong Corporation 5550 Nicollet Avenue Minneapolis, MN 55419	500,000

Share Exchange Agreement and Plan of Reorganization
Schedule 1.01(b)

NAME and ADDRESS	VapAria MN SHARES	OICco DE SHARES
Bartkowski, Sarah K.	1,250	1,250,000
Alexander Chong Chinhak LLC	23,400	23,400,000
Creach, Nathan Daniel	1,000	1,000,000
Kingsley II, Damon Lee	1,000	1,000,000
Markes, Daniel	2,200	2,200,000
Markes, Paula	1,000	1,000,000
Neisen, Dan and Dennis Partnership	850	850,000
Nielsen, Roger	2,200	2,200,000
Patterson, James Glyn	1,000	1,000,000
Patterson, James Llyn	1,000	1,000,000
Potter, Roger Neal	100	100,000
Wells, Melinda	1,000	1,000,000

Series A Convertible Preferred Shareholders

Chong Corporation 5550 Nicollet Avenue Minneapolis, MN 55419	500,000	500,000

Share Exchange Agreement and Plan of Reorganization
VapAria Shareholder List as of 3/31/14
Schedule 3.01(c)

NAME and ADDRESS	VapAria MN SHARES	OICco DE SHARES
Bartkowski, Sarah K.	1,250	1,250,000
Alexander Chong Chinhak LLC	23,400	23,400,000
Creach, Nathan Daniel	1,000	1,000,000
Kingsley II, Damon Lee	1,000	1,000,000
Markes, Daniel	2,200	2,200,000
Markes, Paula	1,000	1,000,000
Neisen, Dan and Dennis Partnership	850	850,000
Nielsen, Roger	2,200	2,200,000
Patterson, James Glynn	1,000	1,000,000
Patterson, James Llyn	1,000	1,000,000
Potter, Roger Neal	100	100,000
Wells, Melinda	1,000	1,000,000

Series A Convertible Preferred Shareholders

Chong Corporation 5550 Nicollet Avenue Minneapolis, MN 55419	500,000	500,000

Exhibit 10.b

EXCLUSIVE LICENSE AND OPTION TO LICENSE AGREEMENT

BETWEEN

Chong Corporation

AND

VapAria Corporation

LICENSE FOR

US Utility Patent No. 8,287,922 "VAPORIZED LOBELIA PRODUCT AND METHODS OF USE,"

AND OPTION TO LICENSE FOR

U.S. Patent Application No. 13/453,939 for "MEDICANT DELIVERY SYSTEM," US Patent Application No. 12/858,373 "VAPORIZED TOBACCO PRODUCT AND METHODS OF USE," and US Patent Application No. 13/653,320 "VAPORIZED MEDICANTS AND METHODS OF USE."

TABLE OF CONTENTS

PARTIES AND RECITALS	3
1. GRANT	3
2. SUBLICENSES	3
3. LICENSE ISSUE FEE/MAINTENANCE FEES	4
4. ROYALTIES	4
5. DILIGENCE	4
6. PROGRESS AND ROYALTY REPORTS	5
7. PROCEDURE FOR EXERCISE OF THE OPTION	6
8. BOOKS AND RECORDS	6
9. LIFE OF THE AGREEMENT	6
10. TERMINATION BY THE ASSIGNEE	6
11. TERMINATION BY LO	7
12. DISPOSITION OF LICENSED PRODUCTS UPON TERMINATION	7
13. PATENT PROSECUTION AND MAINTENANCE	7
14. MARKING	8
15. USE OF NAMES AND TRADEMARKS	8
16. LIMITED WARRANTIES	8
17. PATENT INFRINGEMENT	9
18. INDEMNIFICATION	10
19. COMPLIANCE WITH LAWS/EXPORT CONTROLS	10
20. GOVERNMENT APPROVAL OR REGISTRATION	10
21. ASSIGNMENT OF AGREEMENT	10
22. NOTICES	10
23. PAYMENTS	11
24. WAIVER	11
25. CONFIDENTIALITY	11
26. SEVERABILITY	12
27. APPLICABLE LAW; VENUE; ATTORNEYS' FEES	12
28. SCOPE OF AGREEMENT	12

PARTIES- AN EXCLUSIVE LICENSE AGREEMENT FOR

This exclusive license agreement (“Agreement”) and option to license agreement is effective December 31, 2013 (“Effective Date”), by and between (a) Chong Corporation, a Minnesota Corporation, at 5550 Nicollet Avenue, Minneapolis, MN 55419 (“Assignee”) and (b) VapAria Corporation (“Licensee/Option”” or “LO”), a Minnesota corporation having a principal place of business at 5550 Nicollet Avenue, Minneapolis, MN 55419. The Assignee and LO will be referred to herein, on occasion, individually as “Party” or collectively as “Parties”.

RECITALS

Whereas, The Assignee has assignments of title to the inventions entitled “MEDICANT DELIVERY SYSTEM,” “VAPORIZED LOBELIA PRODUCT AND METHODS OF USE,” “VAPORIZED TOBACCO PRODUCT AND METHODS OF USE,” and “VAPORIZED MEDICANTS AND METHODS OF USE” and wishes to covey the rights to these inventions to the LO.

Whereas, The LO has provided the Assignee a commercialization plan for these Inventions;

Whereas, The Assignee and LO desire to have the Inventions developed and commercialized so that products resulting therefrom may be available for public use and benefit; and

Whereas, LO desires to acquire, and The Assignee desires to grant, a license under Patent Rights to make, use, sell, offer for sale, and import products, methods, and services in accordance with the terms herein.

Now, therefore, the Parties agree as follows:

1. GRANT

1.1 Subject to the limitations set forth in this Agreement, The Assignee hereby grants to LO an exclusive license and an option to license under Patent Rights, in the Licensed Field of Use in the Licensed Territory, (a) to make, use, offer for Sale, import, and Sell Licensed Products and Licensed Services, and (b) to practice Licensed Methods for the Inventions identified herein.

2. SUBLICENSES

2.1 The Assignee hereby further grants to LO the right to grant to Affiliates of LO, to Affiliates of Sub-Licensees, and to third parties a Sublicense under the rights granted to LO hereunder, provided that LO has exclusive rights under this Agreement at the time of the grant of the Sublicense. However, the option to license is not transferable, but once optioned all rights to sublicense are then in force subject to the terms of this agreement.

2.2 LO will collect and guarantee payment of all monies and other consideration due The Assignee under this Agreement from Sub-Licensees.

2.3 Upon termination of this Agreement for any reason, at The Assignee’s discretion, all Sublicenses that are granted by LO pursuant to this Agreement, where the Sub-Licensee is in compliance with its Sublicense Agreement as of the date of such termination, will remain in effect and will be assigned to The Assignee.

3. LICENSE ISSUE FEE/MAINTENANCE FEES

3. LO will issue to The Assignee a non-creditable, non-refundable license issue fee (“License Issue Fee”) and option to license fee of $525,844 in the form of a five year, convertible preferred stock upon execution of this Agreement. The description and designation of the preferred stock are provided in Exhibit A of this license agreement. The License Issue and Option Issue Fee is non-refundable and not an advance against royalties or other payments due under this Agreement. The licenses subject to option shall not be higher than $5 million and may be payable in cash, equity or issuance of a note acceptable to LO. There shall be no minimum license fee.

4. ROYALTIES

4.1 LO will pay to The Assignee earned royalties (“Earned Royalties”) at the rate of three percent (3%) of the Net Sales of all Licensed Products and Licensed Services. The royalty rate and procedure described herein will also apply to any patents subsequently licensed pursuant to the exercise of the option.

4.2 Earned Royalties accruing to The Assignee will be paid to The Assignee, to be accompanied by the corresponding royalty report as required in Paragraph 7.4, quarterly within sixty (60) days after the end of each calendar quarter as follows: May 31 (for first quarter), August 31 (for second quarter), November 30 (for third quarter), and February 28 (for fourth quarter).

4.3 Beginning in the first calendar year immediately following the calendar year in which the first Sale of Licensed Products or Licensed Services takes place, and in each calendar year thereafter, LO will pay to The Assignee a minimum annual royalty (“Minimum Annual Royalty”) of fifty thousand dollars ($50,000.00) for the life of this Agreement. The Minimum Annual Royalty will be paid to The Assignee by February 28 of each year and will be credited against the Earned Royalties due and owing for the calendar year for which the Minimum Annual Royalty is made.

4.4 All payments due The Assignee will be payable in United States dollars. When Licensed Products and Licensed Services are Sold for monies other than United States dollars, Earned Royalties will first be determined in the foreign currency of the country in which the Sale was made and then converted into equivalent United States dollars. The exchange rate will be that rate quoted in the *Wall Street Journal* on the last business day of the reporting period.

4.5 Earned Royalty payments due to The Assignee for Sales occurring in any country outside the United States will not be reduced by any taxes, fees, or other charges imposed by the government of such country on the remittance of royalty income. LO will also be responsible for all bank transfer charges for payments to The Assignee.

4.6 LO will make all payments under this Agreement either by check or electronic transfer, payable to Chong Corporation and LO will forward such payments to The Assignee at its address as provided above.

4.7 If any patent or patent application, or any claim thereof, included within Patent Rights expires, or is held invalid or unpatentable in a final decision by a court of competent jurisdiction and last resort and from which no appeal has been or can be taken, all obligations to pay Earned Royalties based on such patents, patent applications, or claims will cease as of the date of such expiration or final decision. LO will not, however, be relieved from paying any Earned Royalties that accrued before such expiration or final decision or that are based on another patent, patent application, or claim within Patent Rights which is not expired, or which is not held invalid or unpatentable in such final decision.

5. DILIGENCE

5.1 LO will diligently proceed with the development, manufacture, marketing, and Sale of Licensed Products and Licensed Services in quantities sufficient to meet the market demand.

5.2 In addition to LO's obligations under Paragraph 5.1, LO will accomplish the following milestones in LO's activities under this Agreement: within 24 months of this agreement launch a commercial product based upon the licenses and inventions described herein. This time frame shall be in effect on the intellectual property covered by the option with the 24 months beginning upon exercise of the option.

5.3 If LO is unable to meet any of its diligence obligations set forth in Paragraphs 5.1 and 5.2, then The Assignee will so notify LO of failure to perform. LO will have the right and option to extend the target date of any such diligence obligation for a period of six (6) months upon the payment of Five Thousand dollars ($5,000) within the thirty (30)-day period prior to the date to be extended, for each such extension option exercised by LO. LO may further extend the target date of any diligence obligation for an additional six (6) months upon payment of an additional Five Thousand dollars ($5,000). Additional extensions may be granted only by written agreement of the Parties. These payments are in addition to any other payments owed under this Agreement. Should LO opt not to extend the obligation or fail to meet the obligation by the extended target date, then The Assignee will have the right and option either to terminate this Agreement or to reduce LO's exclusive license to a non-exclusive license. This right, if exercised by The Assignee, supersedes the rights granted in Article 2 (Grant).

5.4 To exercise either the right to terminate this Agreement or to reduce the license to a non-exclusive license for lack of diligence under Paragraph 6.1 or 6.2, The Assignee will give LO written notice of the deficiency. LO thereafter will have sixty (60) days to cure the deficiency. If The Assignee has not received satisfactory written evidence that the deficiency has been cured by the end of the sixty (60)-day period, then The Assignee may, at its option, either terminate the Agreement or reduce LO's exclusive license to a non-exclusive license by giving written notice to LO. These notices will be subject to Article 22 (Notices).

6. PROGRESS AND ROYALTY REPORTS

6.1 For the six (6)-month period beginning no later than 24 months from the effective date of this agreement, within sixty (60) days of each June 30 and December 31 following the end of such six (6)-month period, LO will submit to The Assignee a semi-annual progress report covering LO's activities related to the development and testing of Licensed Products, Licensed Services, and Licensed Methods, including the obtaining of necessary governmental approvals, if any, for marketing in the United States. These progress reports will be made until the first Sale occurs in the United States.

6.2 Each progress report will be a sufficiently detailed summary of activities of LO and any SubLOs so that The Assignee may evaluate and determine LO's progress in the development of Licensed Products, Licensed Services, and Licensed Methods, and in meeting LO's diligence obligations under Article 5.

6.3 After the first Sale of a Licensed Product or a Licensed Service, LO will make quarterly royalty reports to The Assignee, to be accompanied by the corresponding Earned Royalty payment as required in Paragraph 5.2, within sixty (60) days after the quarters ending March 31, June 30, September 30, and December 31, of each year. Each such royalty report will include at least the following:

(a) the volume of Licensed Products and Licensed Services Sold;

(b) gross revenue from Sale of Licensed Products and Licensed Services;

(c) Net Sales pursuant to Paragraph 1.7, and the calculation of Net Sales, including all deductions taken, so that The Assignee can confirm the calculation;

(d) total Earned Royalties due The Assignee; and (e) names and addresses of Sub-Licensees for any new Sublicenses entered into during the reporting quarter.

6.4 If no Sales of Licensed Products or Licensed Services have occurred during the report period, the royalty report will contain a statement to this effect.

7. PROCEDURE FOR EXERCISE OF THE OPTION TO LICENSE

7.1 The LO may option to license that intellectual property of the Assignee at any time during the term of this agreement by following the following procedure(s): by providing the Assignee no less than 30 days written notice of intent to exercise.

7.2 Upon notice of intent to the Assignee will provide LO with the cost of the license and the LO shall then have no more than 60 days to complete the license agreement and arrange for payment- which can be in the form or cash, note or equity or some combination thereof.

8. BOOKS AND RECORDS

8.1 LO will keep full, true, and accurate books of accounts containing all particulars that may be necessary for the purpose of showing (a) the amount of Earned Royalties payable to The Assignee, and (b) LO's compliance with obligations under this Agreement. For five (5) years following the end of the calendar year to which they pertain, said books and the supporting data will be open, during normal business hours upon reasonable notice, to the inspection and audit by representatives of The Assignee for the purpose of verifying LO's royalty reports or compliance in other respects with this Agreement. Such representatives will be required to hold all information in confidence except as necessary to communicate LO's non-compliance with this Agreement to The Assignee.

8.2 The fees and expenses of The Assignee's representatives performing such an examination will be borne by The Assignee, provided that if an error in underpaid royalties to The Assignee of more than five percent (5%) of the total Earned Royalties due for any year is discovered, then the fees and expenses of these representatives in conducting such examination will be borne by LO.

9. LIFE OF THE AGREEMENT

9.1 Unless otherwise terminated by operation of law or by acts of the Parties in accordance with the terms of this Agreement, this Agreement will be in effect from the Effective Date and will remain in effect for the life of the last-to-expire patent or last-to-be-abandoned patent application licensed under this Agreement, whichever is later.

9.2 Any termination of this Agreement will not relieve LO of LO's obligation to pay any payment due or owing at the time of such termination and will not relieve any obligations, owed by either Party to the other Party, established prior to termination.

10. TERMINATION BY THE ASSIGNEE

10.1 If LO should violate or fail to perform any term of this Agreement, then The Assignee may give written notice of such default ("Notice of Default") to LO. If LO should fail to repair such default within sixty (60) days of the effective date of such notice, The Assignee will have the right to terminate this Agreement and the licenses herein by a second written notice ("Notice of Termination") to LO. If a Notice of Termination is sent to LO, this Agreement will automatically terminate on the effective date of such notice. Such termination will not relieve LO of LO's obligation to pay any royalty or license fees owing at the time of such termination and will not impair any accrued rights of The Assignee. These notices will be subject to Article 22 (Notices).

10.2 Notwithstanding Paragraph 9.1, this Agreement will terminate immediately, if LO files a claim including in any way the assertion that any portion of Patent Rights is invalid or unenforceable, where the filing of such claim is by LO, by a third party on behalf of LO, or by a third party at the urging of LO.

10.3 Notwithstanding Paragraph 9.1, this Agreement will terminate immediately in the event of the filing of a petition for relief under the United States Bankruptcy Code by or against LO as a debtor or alleged debtor.

11. TERMINATION BY LO

11.1 LO will have the right at any time to terminate this Agreement in whole or as to any portion of Patent Rights by giving notice in writing to The Assignee. Such notice of termination will be subject to Article 22 (Notices) and such termination of this Agreement in whole or in part will be effective ninety (90) days after the effective date of such notice of termination.

11.2 Any termination pursuant to Paragraph 10.1 will not relieve LO of any obligation or liability accrued hereunder prior to such termination or rescind anything done by LO or any payments made to The Assignee hereunder prior to the time such termination becomes effective, and such termination will not affect in any manner any rights of The Assignee arising under this Agreement prior to such termination.

12. DISPOSITION OF LICENSED PRODUCTS UPON TERMINATION

12.1 Upon termination of this Agreement, for a period of one hundred and twenty (120) days after the date of termination, LO may complete the making of, and may Sell, any partially made Licensed Products, and LO may continue the practice of Licensed Methods only to the extent necessary to do the foregoing; provided that all such Sales will be subject to the terms of this Agreement including, but not limited to, the payment of royalties at the rate and at the time provided herein and the rendering of reports thereon.

13. PATENT PROSECUTION AND MAINTENANCE

13.1 The Assignee will prosecute and maintain the patent applications and patents under Patent Rights, subject to LO’s reimbursement of The Assignees’ out-of-pocket costs. All patent applications and patents under Patent Rights will be held by the Assignee. The Assignee will have sole responsibility for retaining and instructing patent counsel. The Assignee will promptly provide LO with copies of all official patent office correspondence, and LO agrees to keep this documentation confidential in accordance with Article 25 (Confidentiality). LO may comment upon such documentation, and The Assignee will take such comments into account, provided that if LO has not commented upon such documentation in reasonable time for The Assignee to sufficiently consider LO’s comments prior to the deadline for filing a response with the relevant government patent office, The Assignee will be free to respond appropriately without consideration of LO’s comments.

13.2 The Assignee will use reasonable efforts to prepare or amend any patent application within Patent Rights to include claims reasonably requested by LO to protect the Licensed Products or Licensed Services contemplated to be Sold or Licensed Methods to be practiced under this Agreement.

13.3 Subject to Paragraph 12.4, all past, present, and future costs for preparing, filing, prosecuting, and maintaining all patent applications and patents under Patent Rights (including, without limitation, the cost of interferences, reexaminations, oppositions, post-grant review, inter partes review, supplemental examinations, and other patent office administrative proceedings, and their appeals), which have not been previously reimbursed to The Assignee, will be paid by LO, so long as the licenses granted to LO herein are exclusive- the payments by LO for such costs are due within thirty (30) days after receipt by LO of an invoice from The Assignee. If, however, The Assignee reduces the exclusive licenses granted herein to non-exclusive licenses pursuant to Paragraph 5.3 or Paragraph 5.4, and The Assignee grants one or more additional licenses, the subsequent costs of preparing, filing, prosecuting, and maintaining such patent applications and patents will be divided equally among the licensed parties from the effective date of each subsequently granted license agreement.

13.4 LO’s obligation to pay all patent preparation, filing, prosecution, and maintenance costs for Patent Rights will continue for so long as this Agreement remains in effect, provided that LO may terminate LO’s obligations with respect to any given patent application or patent under Patent Rights in any designated country upon three (3) months’ written notice to The Assignee. In the event of such notice to The Assignee, The Assignee will undertake to curtail applicable patent costs billable to LO. The Assignee may continue prosecution and maintenance of such patent applications or patents at The Assignees’ sole discretion and expense, provided that LO will have no further right or licenses thereunder.

14. MARKING

14.1 LO will mark all Licensed Products made, used, offered for Sale, imported, or Sold under this Agreement, or their containers, in accordance with applicable patent marking laws.

15. USE OF NAMES AND TRADEMARKS

15.1 Nothing contained in this Agreement will be construed as conferring upon either Party any right to use in advertising, publicity, or other promotional activities any name, trademark, trade name, or other designation of the other Party (including any contraction, abbreviation, or simulation of any of the foregoing).

16. LIMITED WARRANTIES

16.1 The Assignee warrants to LO that The Assignee has the lawful right to grant this license.

16.2 This license and the associated rights to the Inventions are provided to LO WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY THAT PRACTICE OF THE INVENTION OR PATENT RIGHTS (INCLUDING MAKING, USING, SELLING, OFFERING TO SELL, OR IMPORTING LICENSED PRODUCTS, LICENSED SERVICES, OR LICENSED METHODS) WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

16.3 IN NO EVENT WILL THE ASSIGNEE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE OR A SUBLICENSE, OR THE USE OF THE INVENTION, PATENT RIGHTS, LICENSED METHODS, LICENSED SERVICES, OR LICENSED PRODUCTS.

16.4 Nothing in this Agreement is or will be construed as:

(a) a warranty or representation by The Assignee as to the patentability, validity, enforceability, or scope of Patent Rights;

(b) a warranty or representation that anything made, used, Sold, offered for Sale, or imported under any license granted in this Agreement is or will be free from infringement of patents of third parties;

(c) an obligation to bring or prosecute actions or suits against third parties for patent infringement;

(d) conferring by implication, estoppel, or otherwise any license or rights under any patent applications or patents of The Assignee other than Patent Rights, regardless of whether such patent applications or patents are dominant or subordinate to Patent Rights; or

(e) an obligation to furnish any know-how not provided in the patents and patent applications under Patent Rights.

17. PATENT INFRINGEMENT

17.1 In the event that LO learns of the substantial infringement of any Patent Rights, LO will promptly provide The Assignee with notice and reasonable evidence of such infringement ("Infringement Notice"). During the time period and in a jurisdiction where LO has exclusive rights under this Agreement, neither Party will notify a third party, including the infringer, of the infringement without first obtaining consent of the other Party, which consent will not be unreasonably withheld. The Parties will use diligent efforts, in cooperation with each other, to terminate such infringement without litigation.

17.2 (a) If such infringing activity has not been abated within ninety (90) days following the effective date of the Infringement Notice, LO may initiate suit for patent infringement against the infringer. The Assignee may voluntarily join as a party in such suit at The Assignees' expense, but The Assignee may not thereafter separately initiate suit against the infringer for the acts of infringement that are the subject of LO's suit or any judgment rendered in that suit. LO may not cause The Assignee to be joined as a party in a suit initiated by LO without The Assignees' prior written consent. If, in a suit initiated by LO, The Assignee is involuntarily caused to be joined as a party, LO will pay any costs incurred by The Assignee arising out of such suit, including, but not limited to, any legal fees of counsel that The Assignee selects and retains to represent it in the suit.

(b) If, within a hundred and twenty (120) days following the effective date of the Infringement Notice, the infringing activity has not been abated and if LO has not initiated suit against the infringer, The Assignee may in its sole discretion initiate suit for patent infringement against the infringer and LO may not thereafter separately initiate suit against the infringer for the acts of infringement that are the subject of The Assignee's suit or any judgment rendered in that suit.

17.3 Such suit initiated under Paragraph 16.2 will be at the expense of the initiating Party and all recoveries recovered thereby will belong to such Party, provided that suits initiated jointly by The Assignee and LO will be at the joint expense of the Parties and all recoveries will be allocated in the following order: (a) to each Party reimbursement for its attorneys' costs, fees, and other related out-of-pocket expenses, to the extent such Party paid for such costs, fees, and expenses until all such costs, fees, and expenses are consumed for such Party; and (b) any remaining amount shared jointly by the Parties in proportion to the share of expenses paid by each Party, but in no event will The Assignee's share be less than twenty-five percent (25%) of such remaining amount. The foregoing notwithstanding, if such suit is initiated by LO and The Assignee is not a party, The Assignee's share of any recoveries will be twenty-five percent (25%) of the amount of such recoveries remaining after reimbursement to LO of LO's attorneys' costs, fees and other related out-of-pocket expenses. In any suit initiated by The Assignee, any recovery will belong to The Assignee.

17.4 Each Party will cooperate with the other Party in litigation initiated hereunder but at the expense of the initiating Party. Such litigation will be controlled by the initiating Party bringing the action, except that The Assignee may be represented by counsel of its choice in any suit initiated by LO.

17.5 Any agreement made by LO for the purposes of settling litigation initiated hereunder or other related dispute will comply with the requirements of Article 3 (Sublicenses). In no event may LO admit liability or wrongdoing on behalf of The Assignee without The Assignee's prior written consent.

18. INDEMNIFICATION

18.1 LO will, and will require Sub-Licensees to, indemnify, hold harmless, and defend The Assignee and its officers, employees, and agents; sponsors of the research that led to the Invention; and the inventors of any patents and patent applications under Patent Rights and their employers; against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from or arising out of exercise of this license or any Sublicense. This indemnification will include, but not be limited to, any product liability.

18.2 LO, at its sole cost and expense, will insure its activities in connection with any work performed hereunder.

18.3 The coverage and limits referred of any and all insurance will not in any way limit the liability of LO under this Article 17 (Indemnification).

18.4 The Assignee will promptly notify LO in writing of any claim or suit brought against The Assignee for which The Assignee intends to invoke the provisions of this Article 17 (Indemnification). In no event may LO admit liability or wrongdoing on behalf of The Assignee or any other indemnitee without The Assignee's prior written consent. LO will keep The Assignee informed of LO's defense of any claims pursuant to this Article 18 (Indemnification).

19. COMPLIANCE WITH LAWS/EXPORT CONTROLS

19.1 LO will comply with all applicable international, national, state, regional, and local laws and regulations in performing its obligations hereunder and in LO's use, manufacture, Sale, offer for Sale, or import of the Licensed Products or Licensed Services, or in LO's practice of Licensed Methods. LO will observe all applicable United States and foreign laws and regulations governing the transfer to other countries of technical data related to Licensed Products, Licensed Services, or Licensed Methods, including, without limitation, those with respect to the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations.

20. GOVERNMENT APPROVAL OR REGISTRATION

20.1 If this Agreement or any associated transaction is required by the law of any nation to be either approved or registered with any governmental agency, LO will assume all legal obligations to do so. LO will notify The Assignee if LO becomes aware that this Agreement is subject to a United States or foreign government reporting or approval requirement. LO will make all necessary filings and pay all costs, including fees, penalties, and all other out-of-pocket costs, associated with such reporting or approval process.

21. ASSIGNMENT OF AGREEMENT

21.1 This Agreement is binding upon and will inure to the benefit of The Assignee and to The Assignee's successors and assigns. This Agreement is personal to LO and assignable by LO only with the written consent of The Assignee, provided that LO may, on written notice to The Assignee, assign this Agreement, including, without limitation, all obligations owed to The Assignee hereunder, to an acquiror of all or substantially all of LO's stock or assets.

22. NOTICES

22.1 All notices under this Agreement will be deemed to have been fully given and effective when done in writing and (a) delivered in person, (b) mailed by registered or certified United States mail, or (c) deposited with a carrier service requiring signature by recipient, and addressed as indicated previously.

Either Party may change its address upon written notice to the other Party.

23. PAYMENTS

23.1 Payments to The Assignee will be made by check or bank wire transfer.

23.2 If monies owed to The Assignee under this Agreement are not received by The Assignee when due, LO will pay to The Assignee interest charges at a rate of ten percent (10%) per annum. Such interest will be calculated from the date payment was due until actually received by The Regents. Such accrual of interest will be in addition to, and not in lieu of, enforcement of any other rights of The Assignee related to such late payment. Acceptance of any late payment will not constitute a waiver under Article 23 (Waiver).

24. WAIVER

24.1 The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. None of the terms and conditions of this Agreement can be waived except by the written consent of the Party waiving compliance.

25. CONFIDENTIALITY

25.1 With respect to disclosures by one Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement, the Receiving Party will, subject to Paragraphs 24.2 and 24.3, hold the Disclosing Party's proprietary business and technical information, patent prosecution material, and other proprietary information, including the negotiated terms of this Agreement (all such proprietary information referred to collectively herein as "Proprietary Information"), in confidence and against disclosure to third parties, with at least the same degree of care as the Disclosing Party exercises to protect the Disclosing Party's own data and information of a similar nature. This obligation will expire five (5) years after the termination or expiration of this Agreement.

25.2 With respect to Proprietary Information disclosed by the Disclosing Party to the Receiving Party, nothing contained herein will in any way restrict or impair the right of the Receiving Party to use, disclose, or otherwise deal with any information or data which:

(a) at the time of disclosure to the Receiving Party by the Disclosing Party is available to the public by publication or otherwise, or thereafter becomes available to the public by publication or otherwise through no act of the Receiving Party;

(b) the Receiving Party can show by written record was in the Receiving Party's possession prior to the time of disclosure to the Receiving Party hereunder and was not acquired by the Receiving Party from the Disclosing Party;

(c) is independently made available to the Receiving Party without restrictions as a matter of right by a third party, as demonstrated by written record;

(d) is independently developed by employees or agents of the Receiving Party who did not have access to the information disclosed by the Disclosing Party, as demonstrated by written record.

25.3 The Assignee will be free to release to the inventors, the terms and conditions of this Agreement upon their request. If such release is made, The Assignee will inform such individuals of the confidentiality obligations set forth above and will request that such individuals not disclose such terms and conditions to others. Should a third party inquire whether a license to Patent Rights is available, The Assignee may disclose the existence of this Agreement and the extent of the grant in Articles 2 (Grant) and 3 (Sublicenses) to such third party but, unless LO so consents, The Assignee will not otherwise disclose the name of LO (or other negotiated terms of this Agreement) unless the LO or a third party has already made such disclosure publicly.

25.4 Within fifteen (15) days following the effective date of termination or expiration of this Agreement, each Receiving Party agrees to destroy or return to the Disclosing Party Proprietary Information received from the Disclosing Party which is in the possession of the Receiving Party. However, each Receiving Party may retain one copy of Proprietary Information received from the Disclosing Party for archival purposes in non-working files for the sole purpose of verifying the ownership of the Proprietary Information, provided such Proprietary Information will be subject to the confidentiality provisions set forth in this Article 25 (Confidentiality). Subject to such right to retain for archival purposes, each Receiving Party agrees to provide to the Disclosing Party, within thirty (30) days following termination of this Agreement, a written notice that Proprietary Information received from the Disclosing Party has been returned or destroyed.

26. SEVERABILITY

26.1 The provisions of this Agreement are severable, and in the event that any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, such invalidity or enforceability will not in any way affect the validity or enforceability of the remaining provisions hereof

27. APPLICABLE LAW; VENUE; ATTORNEYS' FEES

27.1 This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Minnesota, excluding any choice-of-law rules that would direct the application of the laws of another jurisdiction, except that the scope and validity of any patent or patent application under Patent Rights will be determined by the applicable law of the country of such patent or patent application. Any legal action brought by one Party against the other Party relating to this Agreement will be conducted in Minnesota. The prevailing Party in any such legal action under this Agreement will be entitled to recover its reasonable attorneys' fees in addition to its costs and necessary disbursements.

28. SCOPE OF AGREEMENT

28.1 This Agreement incorporates the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or understandings, whether oral or written, between the Parties relating to the subject matter hereof. This Agreement may be modified only by written amendment duly executed by the Parties.

In witness whereof, the Parties have executed this Agreement in duplicate originals by their respective authorized officers or representatives on the respective dates below:

//Alexander Chong
Name:Alexander Chong
Title: CEO
For Chong Corporation
Date: December 31, 2013

//William Bartkowski
Name:William Bartkowski
Title: President
For VapAria Corporation
Date: December 31, 2013

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation in this Registration Statement on Form S-1 of our report dated April 17, 2014 with respect to the audited financial statements of OICco Acquisition IV, Inc. for the years ended December 31, 2013 and 2012 and the period from December 21, 2009 (inception) through December 31, 2013.

We also consent to the references to us under the heading “Experts” in such Registration Statement.

/s/ MaloneBailey, LLP
MaloneBailey, LLP
www.malone–bailey.com
Houston, Texas

April 29, 2014

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation in this Registration Statement on Form S-1 of our report dated April 29, 2014 with respect to the audited financial statements of Vaparia Corporation for the years ended December 31, 2013 and 2012 and the period from March 22, 2010 (inception) through December 31, 2013.

We also consent to the references to us under the heading “Experts” in such Registration Statement.

/s/ MaloneBailey, LLP
MaloneBailey, LLP
www.malone–bailey.com
Houston, Texas

April 29, 2014

Exhibit 99(b)

Subscription Agreement
OICco Acquisition IV, Inc.

1. Investment:

(a) The undersigned ("Buyer") subscribes for _________ Shares of Common Stock of OICco Acquisition IV, Inc. at $0.02 per share.

(b) Total subscription price ($0.02 times number of Shares): = $____________

PLEASE MAKE CHECKS PAYABLE TO: Branch Banking & Trust Co. fbo OICco Acquisition IV, Inc.

2. Investor Information:

Name (type or print) ______________________ SSN/EIN/Taxpayer I.D. ______________________

E-mail address: ______________________

Address: ______________________

Joint Name (type or print) ______________________ SSN/EIN/Taxpayer I.D. ______________________

E-mail address: ______________________

Address: ______________________

Mailing Address (if different from above): ______________________
Street City/State Zip

Business Phone: (_____) ________________________ Home Phone: (_____) __________________________

3. Type of ownership: (You must check one box)

Individual Custodian for ________________________
Tenants in Common Uniform Gifts to Minors Act of the State of: ___________
Corporation (Inc., LLC, LP) - Please Attach a List all officers, directors, partners, managers, etc.:
Joint Tenants with rights of Survivorship
Partnership (Limited Partnerships use "Corporation")
Trust
Community Property
Other (please explain) ______________________________

4. Further Representations, Warrants and Covenants. Buyer hereby represents, warrants, covenants and agrees as follows:

(a) Buyer is at least eighteen (18) years of age with an address as set forth in this Subscription Agreement.

(b) Except as set forth in the Prospectus and the exhibits thereto, no representations or warranties, oral or otherwise, have been made to Buyer by the Company or any other person, whether or not associated with the Company or this offering. In entering into this transaction, Buyer is not relying upon any information, other than that contained in the Prospectus and the exhibits thereto and the results of any independent investigation conducted by Buyer at Buyer's sole discretion and judgment.

(c) Buyer understands that his or her investment in the Shares is speculative and involves a high degree of risk, and is not recommended for any person who cannot afford a total loss of the investment. Buyer is able to bear the economic risks of an investment in the Offering and at the present time can afford a complete loss of such investment.

(d) Buyer is under no legal disability nor is Buyer subject to any order, which would prevent or interfere with Buyer's execution, delivery and performance of this Subscription Agreement or his or her purchase of the Shares. The Shares are being purchased solely for Buyer's own account and not for the account of others and for investment purposes only, and are not being purchased with a view to or for the transfer, assignment, resale or distribution thereof, in whole or part. Buyer has no present plans to enter into any contract, undertaking, agreement or arrangement with respect to the transfer, assignment, resale or distribution of any of the Shares.

(e) Buyer has (i) adequate means of providing for his or her current financial needs and possible personal contingencies, and no present need for liquidity of the investment in the Shares, and (ii) a liquid net worth (that is, net worth exclusive of a primary residence, the furniture and furnishings thereof, and automobiles) which is sufficient to enable Buyer to hold the Shares indefinitely.

(f) If the Buyer is acting without a Purchaser Representative, Buyer has such knowledge and experience in financial and business matters that Buyer is fully capable of evaluating the risks and merits of an investment in the Offering.

(g) Buyer has been furnished with the Prospectus. Buyer understands that Buyer shall be required to bear all personal expenses incurred in connection with his or her purchase of the Shares, including without limitation, any fees which may be payable to any accountants, attorneys or any other persons consulted by Buyer in connection with his or her investment in the Offering.

5. Indemnification

Buyer acknowledges an understanding of the meaning of the legal consequences of Buyer's representations and warranties contained in this Subscription Agreement and the effect of his or her signature and execution of this Agreement, and Buyer hereby agrees to indemnify and hold the Company and each of its officers and/or directors, representatives, agents or employees, harmless from and against any and all losses, damages, expenses or liabilities due to, or arising out of, a breach of any representation, warranty or agreement of or by Buyer contained in this Subscription Agreement.

6. Acceptance of Subscription

It is understood that this subscription is not binding upon the Company until accepted by the Company, and that the Company has the right to accept or reject this subscription, in whole or in part, in its sole and complete discretion. If this subscription is rejected in whole, the Company shall return to Buyer, without interest, the Payment tendered by Buyer, in which case the Company and Buyer shall have no further obligation to each other hereunder. In the event of a partial rejection of this subscription, Buyer's Payment will be returned to Buyer without interest, whereupon Buyer agrees to deliver a new payment in the amount of the purchase price for the number of Shares to be purchased hereunder following a partial rejection of this subscription.

7. Governing Law

This Subscription Agreement shall be governed and construed in all respects in accordance with the laws of the State of Delaware without giving effect to any conflict of laws or choice of law rules.

IN WITNESS WHEREOF, this Subscription Agreement has been executed and delivered by the Buyer and by the Company on the respective dates set forth below.

Signature of Buyer

____

Printed Name

____

Date:

____

Investor's Subscription
Accepted this_____ day of ________, 2013

OICco Acquisition IV, Inc.

Accepted by:

____

Deliver completed subscription agreements and checks to:
OICco Acquisition IV, Inc.
4412 8 th Street SW
Vero Beach, FL 32968