CONEXUS CATTLE CORP.

FORM 8-K
(Current report filing)

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Address	11622 EL CAMINO REAL, SUITE 100 ATTN. W. SCOTT LAWLER SAN DIEGO, CA 92160
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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **May 13, 2015**

Conexus Cattle Corp.

(Exact name of registrant as specified in its charter)

Nevada	**001-33714**	**98-0430746**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

242 West Main Street, Hendersonville, Tennessee	**37075**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(888) 613-7164**

_____

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On May 13, 2015, Conexus Cattle Corp., a Nevada corporation (the "Company"), Bitcoin Direct LLC, a Nevada limited liability company ("Bitcoin") and all of the members of Bitcoin, entered into a Securities Exchange Agreement, pursuant to which the Company acquired memberships interests representing 51% of Bitcoin in exchange for 500 shares of the Company's Series H Preferred (as defined below), with an aggregate stated value equal to $500,000 (the "Exchange Agreement"). In accordance with the terms of the Exchange Agreement, the Company has provided a working capital facility to Bitcoin in an amount up to $300,000 to be utilized by Bitcoin as needed and to be repaid by Bitcoin from working capital generated from Bitcoin's operations. In addition, the Exchange Agreement provides an option to the members of Bitcoin for a period of five years to repurchase from the Company 10% of the Bitcoin membership interests held by the Company for $250,000.

On the same date, the Company issued a Convertible Promissory Note (the "Note") in favor of Mr. Conrad Huss ("Huss"), in the principal amount of $85,500 (the "Principal Amount"), in exchange for Huss' agreement to forgive all deferred compensation and any and all unpaid expenses accrued and owed to Huss by the Company. The Note supersedes and replaces in full that certain Promissory Note issued to Huss by the Company, dated December 31, 2013, as amended. The Note shall mature on December 31, 2017 (the "Maturity Date") and the Principal Amount shall be paid on the Maturity Date. In accordance with the terms of the Note, Huss shall be entitled to convert a portion or all of the Principal Amount due and outstanding under the Note into shares of the Company's common stock at a price per share equal to $0.0025.

On May 13, 2015, the Company and Huss entered into a twelve month Employment Agreement whereby Huss will serve as President of the Company (the "President"). In accordance with the terms of the Employment Agreement, the President shall receive monthly compensation of $10,000 and the Company shall reimburse the President for all normal, usual and necessary expenses incurred in furtherance of the business affairs of the Company. Additionally, the Company issued to Mr. Huss 51 shares of Series F Preferred (as defined below) with certain voting rights in order for Mr. Huss to efficiently facilitate the corporate governance activities of the Company.

On May 13, 2015, the Company and Southridge Partners II LP ("SRPII" and together with the Company, the "Parties") entered into an additional Exchange Agreement (the "SRPII Agreement") whereby (i) the Parties cancelled that certain Consulting Agreement dated January 15, 2015 between the Parties, (ii) the Company issued to SRPII 242 shares of the Company's Series G Preferred (as defined below) with an aggregate stated value of $242,000, as consideration for (i) the surrender and retirement of certain Convertible Promissory Notes held by SRPII in the aggregate principal amount of $242,000, and (ii) the Company granting SRPII an investment right to purchase additional shares of Series C Convertible Preferred Stock of the Company.

Additionally, on May 13, 2015, the Company and Adirondack Partners, LLC ("Adirondack") entered into a Letter Agreement (the "Letter Agreement") whereby the Company and Adirondack agreed to cancel that certain Consulting Agreement dated April 7, 2014 in exchange for the issuance by the Company to Adirondack of 140 shares of the Company's Series E Preferred (as defined below). Pursuant to the Letter Agreement, Adirondack agreed to forgive any and all obligations and unpaid expenses accrued and owed to Adirondack by the Company under the Consulting Agreement.

These securities were not registered under the Securities Act of 1933, as amended (the "Securities Act"). The securities issued under the SRPII Agreement qualified for exemption under Section 3(a)(9) of the Securities Act. The securities issued under the other agreements disclosed above qualified for exemption under Section 4(a)(2) of the Securities Act since the issuance of securities by us did not involve a public offering. The offering was not a "public offering" as defined in Section 4(a)(2) due to the insubstantial number of persons involved in the transaction, size of the offering, manner of the offering and number of securities offered. In addition, these shareholders had the necessary investment intent as required by Section 4(a)(2) of the Securities Act because such shareholders agreed to and received share certificates bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(a)(2) of the Securities Act.

The foregoing description of the Securities Exchange Agreement, Note, Employment Agreement, SRPII Agreement and the Letter Agreement (the "Transaction Documents") do not purport to be complete and are subject to, and qualified in its entirety by, the Transaction Documents, copies of which are filed with the Securities and Exchange Commission as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, Exhibit 10.4, and Exhibit 10.5 to this Current Report on Form 8-K.

Item 3.02. Unregistered Sales of Equity Securities

Item 1.01 and Item 5.02 are hereby incorporated by reference.

As disclosed above, the securities issued pursuant to the Transaction Documents were not registered under the Securities Act, but qualified for exemption under Section 3(a)(9) and Section 4(a)(2) of the Securities Act. The securities were exempt from registration under Section 4(a)(2) of the Securities Act because the issuance of such securities by the Company did not involve a "public offering," as defined in Section 4(a)(2) of the Securities Act, due to the insubstantial number of persons involved in the transaction, size of the offering, and manner of the offering and number of securities offered. The Company did not undertake an offering in which it sold a high number of securities to a high number of investors. In addition, the Investor had the necessary investment intent as required by Section 4(a)(2) of the Securities Act since they agreed to, and received, the securities bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, the Company has met the requirements to qualify for exemption under Section 4(a)(2) of the Securities Act.

Item 3.03 Material Modification to Rights of Security Holders.

Series D 8% Convertible Preferred Stock

On May 13, 2015, the board of directors (the "Board") of the Company authorized a Certificate of Designations, Rights and Preferences designating 13,000 shares of a new series of preferred stock, par value $0.001 per share with a stated value of $1,000 per share, as Series D 8% Convertible Preferred Stock (the "Series D Preferred"). The Series D Preferred Certificate of Designation was filed as an amendment to the Company's Articles of Incorporation with the State of Nevada on May 18, 2015.

Holders of outstanding shares of Series D Preferred shall be entitled to vote, on an as converted basis, but subject to a beneficial ownership limit of no greater than 9.99% of the common stock then outstanding (the "Beneficial Ownership Limitation"), on any matter that may from time to time be submitted to the Company's shareholders for vote, either by written consent or by proxy. Holders of Series D Preferred shall be entitled to receive, when and as declared by the Board out of funds legally available therefor, and the Company shall accrue, quarterly in arrears on March 31, June 30, September 30, and December 31 of each year, commencing on the issuance date, cumulative dividends on the Series D Preferred at the rate per share (as a percentage of the stated value per share) equal to eight percent (8%) per annum on the stated value, payable in cash or common stock at the option of the holder of the Series D Preferred.

Each share of Series D Preferred shall be convertible into shares of common stock of the Company, at the option of the holder, but subject to the Beneficial Ownership Limitation, at any time and from time to time after the issuance of the Series D Preferred by dividing the stated value of each share of Series D Preferred by a conversion ratio equal to $0.0025. The Series D Preferred ranks pari passu with all other designated preferred stock issued by the Company.

The summary of the rights, privileges and preferences of the Series D Preferred described above is qualified in its entirety by reference to the Series D Preferred Certificate of Designation filed as Exhibit 4.1 to this Current Report on Form 8-K.

Series E Preferred Stock

On May 13, 2015, the Board authorized a Certificate of Designations, Rights and Preferences of Series E Preferred Stock, designating 440 shares of a new series of preferred stock, par value $0.001 per share with a stated value of $1,000 per share, as Series E Preferred Stock (the "Series E Preferred"). The Series E Preferred Certificate of Designation was filed as an amendment to the Company's Articles of Incorporation with the State of Nevada on May 18, 2015.

Holders of outstanding shares of Series E Preferred shall not be entitled to vote on any matter that may from time to time be submitted to the Company's shareholders for vote, either by written consent or by proxy. The Company shall have the right to redeem the outstanding shares of Series E Preferred from the holders at any time after the issuance date at a redemption price per share equal to its stated value, in cash. The Company shall provide written notice to holders of its intention to redeem such shares, and shall have five business days from the date of such written notice to pay such redemption price to the holder by check or wire transfer, at the option of the holder. The Series E Preferred ranks pari passu with all other designated preferred stock issued by the Company.

The summary of the rights, privileges and preferences of the Series E Preferred described above is qualified in its entirety by reference to the Series E Preferred Certificate of Designation filed as Exhibit 4.2 to this Current Report on Form 8-K.

Series F Preferred Stock

On May 13, 2015, the Board authorized a Certificate of Designations, Rights and Preferences of Series F Preferred Stock, designating Fifty One (51) shares of a new series of preferred stock, par value $0.001 per share with a stated value of $1.00 per share, as Series F Preferred Stock (the "Series F Preferred"). The Series F Preferred Certificate of Designation was filed as an amendment to the Company's Articles of Incorporation with the State of Nevada on May 18, 2015.

Each one (1) share of the Series F Preferred shall have voting rights equal to (x) (i) 0.019607 *multiplied by* the aggregate total of (A) the issued and outstanding shares of common stock eligible to vote at the time of the respective vote, plus (B) the number of votes which all other series or classes of securities other than this Series F Preferred are entitled to cast together with the holders of common stock at the time of the relevant vote (the amount determined by this clause (i), the "Numerator"), *divided by* (ii) 0.49, *minus* (y) the Numerator. For purposes of illustration only, if the total issued and outstanding shares of common stock eligible to vote at the time of the respective vote is 5,000,000 the voting rights of one share of the Series F Preferred shall be equal to 102,036 ((0.019607 x 5,000,000) / 0.49) – (0.019607 x 5,000,000) = 102,036). With respect to all matters upon which stockholders are entitled to vote or to which stockholders are entitled to give consent, the holders of the outstanding shares of Series F Preferred shall vote together with the holders of common stock without regard to class, except as to those matters on which separate class voting is required by applicable law or the Certificate of Incorporation or bylaws. If the Company affects a stock split which either increases or decreases the number of shares of common stock outstanding and entitled to vote, the voting rights of the Series F Preferred shall not be subject to adjustment unless specifically authorized.

The Series F Preferred, with respect to rights on liquidation, dissolution and winding-up of the Company, rank junior to all of the other designated preferred stock of the Company, and on a parity with each other class or series of capital stock of the Company the terms of which do not expressly provide that such class or series shall rank senior or junior to the Series F Preferred.

The summary of the rights, privileges and preferences of the Series F Preferred described above is qualified in its entirety by reference to the Series F Preferred Certificate of Designation filed as Exhibit 4.3 to this Current Report on Form 8-K.

Series G 8% Convertible Preferred Stock

On May 13, 2015, the Board authorized a Certificate of Designations, Rights and Preferences of Series G 8% Convertible Preferred Stock, designating 1,500 shares of a new series of preferred stock, par value $0.001 per share with a stated value of $1,000 per share, as Series G 8% Convertible Preferred Stock (the "Series G Preferred"). The Series G Preferred Certificate of Designation was filed as an amendment to the Company's Articles of Incorporation with the State of Nevada on May 18, 2015.

Holders of outstanding shares of Series G Preferred shall be entitled to vote, on an as converted basis, but subject to the Beneficial Ownership Limitation, on any matter that may from time to time be submitted to the Company's shareholders for vote, either by written consent or by proxy. Holders of Series G Preferred shall be entitled to receive, when and as declared by the Board out of funds legally available therefor, and the Company shall accrue, quarterly in arrears on March 31, June 30, September 30, and December 31 of each year, commencing on the issuance date, cumulative dividends on the Series G Preferred at the rate per share (as a percentage of the stated value per share) equal to eight percent (8%) per annum on the stated value, payable in cash or common stock at the option of the holder.

Each share of Series G Preferred shall be convertible into shares of common stock, at the option of the holder, but subject to the Beneficial Ownership Limitation, at any time and from time to time after the issuance of the Series G Preferred by dividing the stated value of such share of Series G Preferred by a conversion ratio equal to $0.0025. The Series G Preferred ranks pari passu with all other designated preferred stock issued by the Company.

The summary of the rights, privileges and preferences of the Series G Preferred described above is qualified in its entirety by reference to the Series G Preferred Certificate of Designation filed as Exhibit 4.4 to this Current Report on Form 8-K.

Series H 8% Convertible Preferred Stock

On May 13, 2015, the Board authorized a Certificate of Designations, Rights and Preferences of Series H 8% Convertible Preferred Stock, designating 500 shares of a new series of preferred stock, par value $0.001 per share with a stated value of $1,000 per share, as Series H 8% Convertible Preferred Stock (the "Series H Preferred"). The Series H Preferred Certificate of Designation was filed as an amendment to the Company's Articles of Incorporation with the State of Nevada on May18, 2015.

Holders of outstanding shares of Series H Preferred shall be entitled to vote, on an as converted basis, but subject to the Beneficial Ownership Limitation, on any matter that may from time to time be submitted to the Company's shareholders for vote, either by written consent or by proxy. Holders of Series H Preferred shall be entitled to receive, when and as declared by the Board out of funds legally available therefor, and the Company shall accrue, quarterly in arrears on March 31, June 30, September 30, and December 31 of each year, commencing on the issuance date, cumulative dividends on the Series H Preferred at the rate per share (as a percentage of the stated value per share) equal to eight percent (8%) per annum on the stated value, payable in cash or common stock at the option of the holder.

Each share of Series H Preferred shall be convertible into shares of common stock, at the option of the holder, but subject to the Beneficial Ownership Limitation, at any time and from time to time after the issuance of the Series H Preferred by dividing the stated value of each share of Series H Preferred by a conversion ratio equal to $0.0025. The Series H Preferred ranks pari passu with all other designated preferred stock issued by the Company.

The summary of the rights, privileges and preferences of the Series H Preferred described above is qualified in its entirety by reference to the Series H Preferred Certificate of Designation filed as Exhibit 4.5 to this Current Report on Form 8-K.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors, Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 10, 2015, the Company was informed that, effective May 13, 2015, Mr. Stephen Price, Chief Executive Officer and Director of the Company and Mr. Gerard Daignault, Chief Financial Officer and Director of the Company shall resign from their respective positions, and all other positions to which they may have been assigned, regardless of whether they served in such capacity (the "Resignations"). The Resignations are not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

In connection with the Resignations, the Company issued 7,500 shares of Series D Preferred to each of Mr. Price and Mr. Daignault, in exchange for the surrender and retirement of the 7,500 shares of Series B Preferred Stock held by both Mr. Price and Mr. Daignault. In addition, the Company issued 150 shares of Series E Preferred to each of Mr. Price and Mr. Daignault in return for the cancellation of all deferred compensation and forgiveness of any and all unpaid expenses accrued and owing to each of Mr. Price and Mr. Daignault by the Company.

These securities were not registered under the Securities Act of 1933, as amended (the "Securities Act"). These securities qualified for exemption under Section 4(a)(2) of the Securities Act since the issuance of securities by us did not involve a public offering. The offering was not a "public offering" as defined in Section 4(a)(2) due to the insubstantial number of persons involved in the transaction, size of the offering, manner of the offering and number of securities offered. In addition, these shareholders had the necessary investment intent as required by Section 4(a)(2) of the Securities Act because such shareholders agreed to and received share certificates bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(a)(2) of the Securities Act.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Item 1.01 and Item 3.03 is hereby incorporated by reference.

Item 9.01. Financial Statements and Exhibits

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Exhibit No. Description:

EXHIBIT	DESCRIPTION
4.1	Form of Certificate of Designations, Right and Preferences of Series D 8% Convertible Preferred Stock
4.2	Form of Certificate of Designations, Right and Preferences of Series E Preferred Stock
4.3	Form of Certificate of Designations, Right and Preferences of Series F Preferred Stock
4.4	Form of Certificate of Designations, Right and Preferences of Series G 8% Convertible Preferred Stock
4.5	Form of Certificate of Designations, Right and Preferences of Series H 8% Convertible Preferred Stock
10.1	Form of Exchange Agreement by and among Conexus Cattle Corp., Bitcoin Direct LLC, and the Members of Bitcoin Direct LLC, dated May 13, 2015
10.2	Form of Convertible Promissory Note issued by Conexus Cattle Corp. in favor of Mr. Conrad Huss, dated May 13, 2015
10.3	Form of Employment Agreement by and between Conexus Cattle Corp. and Mr. Conrad Huss, dated May 13, 2015
10.4	Form of Exchange Agreement by and between Conexus Cattle Corp., and South Ridge Partners II LP, dated May 13, 2015
10.5	Form of Letter Agreement by and between Conexus Cattle Corp. and Adirondack Partners LLC, dated May 13, 2015
99.1	Press Release

SIGNATURES

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

Conexus Cattle Corp.

May 19, 2015

By: */s/ Conrad Huss*
Conexus Cattle Corp.
President

EXHIBIT 4.1

CERTIFICATE OF DESIGNATION OF RIGHTS AND PREFERENCES
FOR SERIES D 8% CONVERTIBLE PREFERRED STOCK
OF
CONEXUS CATTLE CORP.

Conexus Cattle Corp., a Nevada corporation (the " Company "), does hereby certify:

FIRST: That pursuant to authority expressly vested in it by the Articles of Incorporation of the Company, the Board of Directors of the Company has adopted the following resolution establishing a new series of Preferred Stock of the Company, consisting of Thirteen Thousand (13,000) shares designated "Series D 8% Convertible Preferred Stock," with such powers, designations, preferences, and relative participating, optional, or other rights, if any, and the qualifications, limitations, or restrictions thereof, as are set forth in the resolutions:

> RESOLVED, that the Company's Board of Directors hereby approves the designation and issuance of the Series D 8% Convertible Preferred Stock according to the terms and conditions as set forth in Exhibit A attached hereto and authorizes and instructs the Company's executive officers to proceed in filing the Certificate of Designation with the State of Nevada and to take such other action as shall be appropriate in connection with the issuance of the Series D 8% Convertible Preferred Stock.

SECOND: That said resolutions of the directors of the Company were duly adopted in accordance with the provisions of the Nevada Revised Statutes.

THIRD: That any action taken by any director, executive officer, employee or agent of the Company on or prior to the date hereof in furtherance of any of the foregoing matters be, and each such action hereby is, approved, ratified and confirmed in all respects as the action and deed of the Company; and be it further

IN WITNESS WHEREOF, the undersigned hereby affirms, under penalties of perjury, that the foregoing instrument is the act and deed of the Company and that the facts stated therein are true. Dated as of ____ May, 2015.

CONEXUS CATTLE CORP.,
a Nevada corporation

By:
Name: Conrad Huss
Title: President

EXHIBIT A

SERIES D 8% CONVERTIBLE PREFERRED STOCK TERMS

Section 1. Designation, Amount and Par Value . (a) The series of preferred stock shall be designated as the Series D 8% Convertible Preferred Stock (the " Series D Preferred Stock "), and the number of shares so designated and authorized shall be Thirteen Thousand (13,000). Each share of Series D Preferred Stock shall have a par value of $0.001 per share and a stated value of $1,000 per share (the " Stated Value ").

(b) Transfers . Shares of Series D Preferred Stock may be transferred, assigned, pledged or hypothecated by the Holder of such shares with the written consent of the Company, not to be unreasonably withheld.

Section 2. Dividends .

(a) Holders of Series D Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors out of funds legally available therefor, and the Company shall accrue, quarterly in arrears on March 31, June 30, September 30, and December 31 of each year, commencing on the Issuance Date (as defined in Section 7), cumulative dividends on the Series D Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to eight percent (8%) per annum on the Stated Value, payable in cash or common stock at the option of the Holder, subject to the ownership limitation set forth in Section 5(g). The Company may pay, at its option, accrued dividends at any time while the Series D Preferred Stock remains outstanding. The Company shall pay all accrued and unpaid dividends within five (5) days following the conversion of any or all of the Series D Preferred Stock pursuant to Section 5 hereof. Dividends on the Series D Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing on the Issuance Date, and shall be deemed to accrue on such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series D Preferred Stock on an applicable record date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such dividend payment date, without regard to any sale or disposition of such Series D Preferred Stock subsequent to the applicable record date but prior to the applicable dividend payment date. Except as otherwise provided herein, if at any time the Company pays less than the total amount of dividends then accrued on account of the Series D Preferred Stock, such payment shall be distributed ratably among the Holders of the Series D Preferred Stock based upon the number of shares then held by each Holder in proportion to the total number of shares of Series D Preferred Stock then outstanding. In order for the Holders to exercise the right to have dividends paid in cash on any Conversion Date (as defined in Section 5), the Holders (as defined in Section 7) must indicate such intention in the Conversion Notice (as defined in Section 5), which notice will remain in effect for subsequent Conversion Notices until rescinded by the Holder in a written notice to such effect that is addressed to the Company.

(b) So long as any shares of Series D Preferred Stock remain outstanding, neither the Company nor any subsidiary thereof shall, without the consent of the Holders of seventy percent (70%) of the shares of Series D Preferred Stock then outstanding (the " Requisite Holders "), redeem, repurchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 7), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities.

Section 3. Voting Rights; Negative Covenants . Subject to the ownership limitation set forth in Section 5(g) below, the Series D Preferred Stock shall have the right to vote, on an as converted basis, on any matter that may from time to time be submitted to the Company's shareholders for a vote, either by written consent or by proxy. So long as any shares of Series D Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of the Requisite Holders, (a) alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock, (b) alter or amend this Certificate of Designation, (c) amend its certificate of incorporation, bylaws or other charter documents so as to affect adversely any rights of any Holders of the Series D Preferred Stock, (d) increase the authorized or designated number of shares of Series D Preferred Stock, (e) issue any additional shares of Series D Preferred Stock (including the reissuance of any shares of Series D Preferred Stock converted for Common Stock) or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation . Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary or a Sale (as defined below) (a " Liquidation "), the holders of the Series D Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series D Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, and all other amounts in respect thereof then due and payable prior to any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders of Series D Preferred Stock shall be distributed among the holders of Series D Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Company shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each record Holder of Series D Preferred Stock. A " Sale " shall mean a sale of the majority of assets, a merger (other than where the Company is the surviving entity) or consolidation by the Company with another corporation or other entity.

Section 5. Conversion .

(a) Conversion at Option of Holder . Subject to the ownership limitation set forth in Section 5(g) below, each share of Series D Preferred Stock shall be convertible into shares of Common Stock, at the option of a Holder, at any time and from time to time after the issuance of the Series D Preferred Stock by dividing the Stated Value of such share of Series D Preferred Stock by a conversion ratio equal to $0.0025 ("Conversion Ratio"); A Holder shall effect a conversion by surrendering to the Company the original certificate or certificates representing the shares of Series D Preferred Stock to be converted to the Company, together with a completed form of conversion notice attached hereto as Exhibit B (the " Conversion Notice "). Each Conversion Notice shall specify the number of shares of Series D Preferred Stock to be converted, the date on which such conversion is to be effected, which date may not be prior to the date the Holder delivers such Conversion Notice (the " Conversion Date "). If no Conversion Date is specified in a Conversion Notice, the Conversion Date shall be the date that the Conversion Notice is delivered pursuant to this Section 5(a).

(b) Not later than five (5) Trading Days after a Conversion Date, the Company will deliver to the Holder (i) a certificate or certificates representing the number of shares of Common Stock being issued upon the conversion of shares of Series D Preferred Stock, (ii) one or more certificates representing the number of shares of Series D Preferred Stock not converted, and (iii) a bank check in the amount of accrued and unpaid dividends on the shares of Series D Preferred Stock so converted. The Company shall, upon request of the Holder, use reasonable efforts to deliver any certificate or certificates required to be delivered by the Company under this Section electronically through the Depository Trust Company or another established clearing corporation performing similar functions.

(c) If at any time conditions shall arise by reason of action taken by the Company which in the sole opinion of the Board of Directors are not adequately covered by the other provisions hereof and which would be reasonably expected to materially and adversely affect the rights of the holders of Series D Preferred Stock (different than or distinguished from the effect generally on rights of holders of any class of the Company's capital stock) or if at any time any such conditions would be reasonably expected to arise by reason of any action contemplated by the Company, the Company shall mail a written notice briefly describing the action contemplated and the material adverse effects of such action on the rights of the holders of Series D Preferred Stock at least 30 calendar days prior to the effective date of such action, and an appraiser selected by the holders of majority in interest of the Series D Preferred Stock shall give its opinion as to the adjustment, if any (not inconsistent with the standards established in this Section 5), of the Conversion Price (including, if necessary, any adjustment as to the securities into which shares of Series D Preferred Stock may thereafter be convertible) and any distribution which is or would be required to preserve without diluting the rights of the holders of shares of Series D Preferred Stock; provided , however , that the Company, after receipt of the determination by such appraiser, shall have the right to select an additional appraiser, in good faith, in which case the adjustment shall be equal to the average of the adjustments recommended by each such appraiser. The Board of Directors shall make the adjustment recommended forthwith upon the receipt of such opinion or opinions or the taking of any such action contemplated, as the case may be; provided , however , that no such adjustment of the Conversion Price shall be made which in the opinion of the appraiser(s) giving the aforesaid opinion or opinions would result in an increase of the Conversion Price to more than the Conversion Price then in effect.

(d) The Company covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series D Preferred Stock, as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series D Preferred Stock, not less than 100% of such number of shares of Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 6 upon the conversion of all outstanding shares of Series D Preferred Stock hereunder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid and nonassessable.

(e) The issuance of certificates for shares of Common Stock on conversion of Series D Preferred Stock shall be made without charge to the Holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of such shares of Series D Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(f) Any and all notices or other communications or deliveries to be provided by the Holders of the Series D Preferred Stock hereunder, including, without limitation, any Conversion Notice, shall be in writing and delivered by facsimile, sent by a nationally recognized overnight courier service, or sent by certified or registered mail, postage prepaid, addressed to the attention of the President of the Company at the facsimile telephone number or address of the principal place of business of the Company. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each Holder of Series D Preferred Stock at the facsimile telephone number or address of such Holder appearing on the books of the Company, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 5:00 p.m. (New York time), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 5:00 p.m. (New York time) on any date and earlier than 11:59 p.m. (New York time) on such date, (iii) four days after deposit in the United States mails, (iv) the Business Day (as defined in Section 7) following the date of mailing, if send by nationally recognized overnight courier service, or (v) upon actual receipt by the party to whom such notice is required to be given.

(g) Beneficial Ownership Limitation . The Company shall not effect any conversion of the Series D Preferred Stock, and a Holder shall not have the right to convert any portion of the Series D Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's affiliates, and any Persons acting as a group together with such Holder or any of such Holder's affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined herein). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its affiliates shall include the number of shares of Common Stock issuable upon conversion of the Series D Preferred Stock with respect to which such determination is being made and the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted shares of Series D Preferred Stock beneficially owned by such Holder or any of its affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Series D Preferred Stock or any other convertible securities of the Company) beneficially owned by such Holder or any of its affiliates. For purposes of this Section 5, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 5 applies, the determination of whether the Series D Preferred Stock is convertible (in relation to other securities owned by such Holder together with any affiliates) and of how many shares of Series D Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Series D Preferred Stock may be converted (in relation to other securities owned by such Holder together with any affiliates) and how many shares of the Series D Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 5, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) a more recent public announcement by the Company or (ii) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Series D Preferred Stock, by such Holder or its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The " Beneficial Ownership Limitation " shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Series D Preferred Stock held by the applicable Holder. A Holder, upon not less than sixty five (65) days' prior notice to the Company, may increase the Beneficial Ownership Limitation provisions of this Section 5 applicable to its Series D Preferred Stock and the provisions of this Section 5 shall continue to apply. Any such increase will not be effective until the sixty-sixth (66th) day after such notice is delivered to the Company and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor Holder of Series D Preferred Stock.

Section 6. Adjustments to Conversion Ratio .

(a) The Conversion Ratio shall be subject to adjustment from time to time as follows:

(i). Spin Off . If, for so long as any shares of Series D Preferred Stock remain outstanding the Company consummates a spin off or otherwise divests itself of a part of its business or operations or disposes of all or substantially all of its assets in a transaction in which the Company, in addition to or in lieu of any other compensation received by the Company for such business, operations or assets, causes securities of another entity to be issued to security holders of the Company (the " Spin Off Securities "), then the Company shall cause to be reserved Spin Off Securities (the " Reserved Spin Off Securities ") in the amount equal to the amount that would have been issued to all Holders had all shares of Series D Preferred Stock been outstanding as of the record date (the " Record Date ") of the Spinoff (such outstanding shares of Series D Preferred Stock, the " Outstanding Preferred Stock "). For determining the amount and number of Spin Off Securities to be issued to security holders of the Company, after accounting for the Reserved Spin Off Securities, the Company shall treat all Shares of Series D Preferred Stock as if they had been converted as of the close of business on the Trading Day immediately before the Record Date;

(ii). Stock Splits, etc . If, at any time while any shares of Series D Preferred Stock remain outstanding, the Company effectuates a stock split or reverse stock split of its Common Stock or issues a dividend on its Common Stock consisting of shares of Common Stock, the Conversion Ratio and any other amounts calculated as contemplated by this Certificate of Designations shall be equitably adjusted to reflect such action. By way of illustration, and not in limitation, of the foregoing (a) if the Company effectuates a 2:1 split of its Common Stock, thereafter, with respect to any conversion for which the Company issues shares after the record date of such split, the Conversion Ratio shall be adjusted to equal one-half of what it had been calculated to be immediately prior to such split; (b) if the Company effectuates a 1:10 reverse split of its Common Stock, thereafter, with respect to any conversion for which the Company issues shares after the record date of such reverse split, the Conversion Ratio shall be adjusted to equal ten times what it had been calculated to be immediately prior to such split; and (c) if the Company declares a stock dividend of one share of Common Stock for every 10 shares outstanding, thereafter, with respect to any conversion for which the Company issues shares after the record date of such dividend, the Conversion Ratio shall be adjusted to equal such amount multiplied by a fraction, of which the numerator is the number of shares (10 in the example) for which a dividend share will be issued and the denominator is such number of shares plus the dividend share(s) issuable or issued thereon (11 in the example).

(iii). Notice of Adjustments . Upon the occurrence of each adjustment or readjustment of the Conversion Ratio pursuant to this Section 6, the Company, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to each Holder of Series D Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any Holder of Series D Preferred Stock, furnish to such Holder a like certificate setting forth (a) such adjustment or readjustment, (b) the Conversion Ratio in effect at the time and (c) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of a share of Series D Preferred Stock.

Section 7. Definitions . For the purposes hereof, the following terms shall have the following meanings:

" Business Day " means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

" Common Stock " means the common stock, $0.001 par value per share, of the Company, and stock of any other class into which such shares may hereafter have been reclassified or changed.

" Issuance Date " means the earliest date on which a Holder receives shares of the Series D Preferred Stock, regardless of the number of certificates which may be issued to evidence such Series D Preferred Stock.

" Holder " means a registered holder of a share or shares of Series D Preferred Stock.

" Junior Securities " means the Common Stock and all other equity securities of the Company ranking junior to the Series D Preferred Stock in terms of payment of dividends or liquidation proceeds. The Series D shall rank pari passu with all other designated preferred stock issued by the Company.

" Person " means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

EXHIBIT B

NOTICE OF CONVERSION

(To be executed by the registered holder
to convert shares of Series D Preferred Stock)

The undersigned hereby elects, in accordance with the terms and conditions of the Certificate of Designation, to convert the number of shares of Series D 8% Convertible Preferred Stock indicated below, into shares of Common Stock, par value $0.001 per share (the " Common Stock "), of Conexus Cattle Corp. (the " Company "), as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the undersigned for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to effect conversion

Number of shares of Series D 8% Convertible Preferred Stock to be converted

Number of shares of Common Stock to be issued

_____
Applicable conversion price

Name of Holder

Address of Holder

Authorized Signature

EXHIBIT 4.2

CERTIFICATE OF DESIGNATION OF RIGHTS AND PREFERENCES
FOR SERIES E PREFERRED STOCK
OF
CONEXUS CATTLE CORP.

Conexus Cattle Corp., a Nevada corporation (the " Company "), does hereby certify:

FIRST: That pursuant to authority expressly vested in it by the Articles of Incorporation of the Company, the Board of Directors of the Company has adopted the following resolution establishing a new series of Preferred Stock of the Company, consisting of Four Hundred Forty (440) shares designated "Series E Preferred Stock," with such powers, designations, preferences, and relative participating, optional, or other rights, if any, and the qualifications, limitations, or restrictions thereof, as are set forth in the resolutions:

> RESOLVED, that the Company's Board of Directors hereby approves the designation and issuance of the Series E Preferred Stock according to the terms and conditions as set forth in Exhibit A and authorizes and instructs the Company's Executive Officers to proceed in filing the Certificate of Designation with the State of Nevada and to take such other action as shall be appropriate in connection with the issuance of the Series E Preferred Stock.

SECOND: That said resolutions of the directors of the Company were duly adopted in accordance with the provisions of the Nevada Revised Statutes.

THIRD: That any action taken by any director, executive officer, employee or agent of the Company on or prior to the date hereof in furtherance of any of the foregoing matters be, and each such action hereby is, approved, ratified and confirmed in all respects as the action and deed of the Company; and be it further

IN WITNESS WHEREOF, the undersigned hereby affirms, under penalties of perjury, that the foregoing instrument is the act and deed of the Company and that the facts stated therein are true. Dated as of ____ May, 2015.

CONEXUS CATTLE CORP.,
a Nevada corporation

By:
Name: Conrad Huss
Title: President

EXHIBIT A

SERIES E PREFERRED STOCK TERMS

Section 1. Designation, Amount and Par Value . (a) The series of preferred stock shall be designated as the Series E preferred Stock (the " Series E Preferred Stock "), and the number of shares so designated and authorized shall be Four Hundred Forty (440). Each share of Series E Preferred Stock shall have a par value of $0.001 per share and a stated value of $1,000 per share (the " Stated Value ").

(b) Transfers . Shares of Series E Preferred Stock may be transferred, assigned, pledged or hypothecated by the Holder of such shares with the written consent of the Company, not to be unreasonably withheld.

Section 2. Redemption . The Company shall have the right to redeem the outstanding shares of Series E Preferred Stock from the Holders at any time after the Issuance Date at a redemption price per share equal to its Stated Value, in cash. The Company shall provide written notice to Holders of its intention to redeem such shares, and shall have five (5) Business Days from the date of such written notice to pay such redemption price to Holder by check or wire transfer, at the option of the Holder.

Section 3. Voting Rights; Negative Covenants . The Series E Preferred Stock shall not have the right to vote on any matter that may from time to time be submitted to the Company's shareholders for a vote, either by written consent or by proxy. So long as any shares of Series E Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of the Requisite Holders, (a) alter or change adversely the powers, preferences or rights given to the Series E Preferred Stock, (b) alter or amend this Certificate of Designation, (c) amend its certificate of incorporation, bylaws or other charter documents so as to affect adversely any rights of any Holders of the Series E Preferred Stock, (d) increase the authorized or designated number of shares of Series E Preferred Stock, (e) issue any additional shares of Series E Preferred Stock (including the reissuance of any shares of Series E Preferred Stock converted for Common Stock) or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation . Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary or a Sale (as defined below) (a " Liquidation "), the holders of the Series E Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series E Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, and all other amounts in respect thereof then due and payable prior to any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders of Series E Preferred Stock shall be distributed among the holders of Series E Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Company shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each record Holder of Series E Preferred Stock. A " Sale " shall mean a sale of the majority of assets, a merger (other than where the Company is the surviving entity) or consolidation by the Company with another corporation or other entity.

Section 5. Definitions . For the purposes hereof, the following terms shall have the following meanings:

" Business Day " means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

" Common Stock " means the common stock, $0.001 par value per share, of the Company, and stock of any other class into which such shares may hereafter have been reclassified or changed.

" Issuance Date " means the earliest date on which a Holder receives shares of the Series E Preferred Stock, regardless of the number of certificates which may be issued to evidence such Series E Preferred Stock.

" Holder " means a registered holder of a share or shares of Series E Preferred Stock.

" Junior Securities " means the Common Stock and all other equity securities of the Company ranking junior to the Series E Preferred Stock in terms of payment of dividends or liquidation proceeds. The Series E shall rank pari passu with all other designated preferred stock issued by the Company.

" Person " means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

EXHIBIT 4.3

CERTIFICATE OF DESIGNATION OF RIGHTS AND PREFERENCES
FOR SERIES F PREFERRED STOCK
OF
CONEXUS CATTLE CORP.

Conexus Cattle Corp., a Nevada corporation (the " Company "), does hereby certify:

FIRST: That pursuant to authority expressly vested in it by the Articles of Incorporation of the Company, the Board of Directors of the Company has adopted the following resolution establishing a new series of Preferred Stock of the Company, consisting of Fifty One (51) shares designated "Series F Preferred Stock," with such powers, designations, preferences, and relative participating, optional, or other rights, if any, and the qualifications, limitations, or restrictions thereof, as are set forth in the resolutions:

> RESOLVED, that the Company's Board of Directors hereby approves the designation and issuance of the Series F Preferred Stock according to the terms and conditions as set forth in Exhibit A and authorizes and instructs the Company's Executive Officers to proceed in filing the Certificate of Designation with the State of Nevada and to take such other action as shall be appropriate in connection with the issuance of the Series F Preferred Stock.

SECOND: That said resolutions of the directors of the Company were duly adopted in accordance with the provisions of the Nevada Revised Statutes.

THIRD: That any action taken by any director, executive officer, employee or agent of the Company on or prior to the date hereof in furtherance of any of the foregoing matters be, and each such action hereby is, approved, ratified and confirmed in all respects as the action and deed of the Company; and be it further

IN WITNESS WHEREOF, the undersigned hereby affirms, under penalties of perjury, that the foregoing instrument is the act and deed of the Company and that the facts stated therein are true. Dated as of ____ May, 2015..

CONEXUS CATTLE CORP.,
a Nevada corporation

By:
Name: Conrad Huss
Title: President

SERIES F PREFERRED STOCK TERMS

Section 1. Designation, Amount and Par Value . The series of preferred stock shall be designated as the Series F Preferred Stock (the " Series F Preferred Stock "), and the number of shares so designated and authorized shall be Fifty One (51). Each share of Series F Preferred Stock shall have a par value of $0.001 per share and a stated value of $1.00 per share (the " Stated Value ").

Section 2. Ranking . The Series F Preferred Stock will, with respect to rights on liquidation, dissolution and winding-up of the Company, rank junior to all of the other series of Preferred Stock of the Company, and on a parity with each other class or series of capital stock of the Company the terms of which do not expressly provide that such class or series shall rank senior or junior to the Series F Preferred Stock (collectively, " Parity Securities ").

Section 3. Voting Rights; Negative Covenants . Each one (1) share of the Series F Preferred Stock shall have voting rights equal to (x) (i) 0.019607 *multiplied by* the aggregate total of (A) the issued and outstanding shares of Common Stock eligible to vote at the time of the respective vote, plus (B) the number of votes which all other series or classes of securities other than this Series F Preferred Stock are entitled to cast together with the holders of Common Stock at the time of the relevant vote (the amount determined by this clause (i), the "Numerator"), *divided by* (ii) 0.49, *minus* (y) the Numerator. For purposes of illustration only, if the total issued and outstanding shares of Common Stock eligible to vote at the time of the respective vote is 5,000,000 the voting rights of one share of the Series F shall be equal to 102,036 ((0.019607 x 5,000,000) / 0.49) – (0.019607 x 5,000,000) = 102,036). With respect to all matters upon which stockholders are entitled to vote or to which stockholders are entitled to give consent, the holders of the outstanding shares of Series F Preferred Stock shall vote together with the holders of Common Stock without regard to class, except as to those matters on which separate class voting is required by applicable law or the Certificate of Incorporation or bylaws. If the Company affects a stock split which either increases or decreases the number of shares of Common Stock outstanding and entitled to vote, the voting rights of the Series F Preferred Stock shall not be subject to adjustment unless specifically authorized. So long as any shares of Series F Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of the Holders of the Series F Preferred Stock, (a) alter or change adversely the powers, preferences or rights given to the Series F Preferred Stock, (b) alter or amend this Certificate of Designation, (c) amend its certificate of incorporation, bylaws or other charter documents so as to affect adversely any rights of any Holders of the Series F Preferred Stock, (d) increase the authorized or designated number of shares of Series F Preferred Stock, (e) issue any additional shares of Series F Preferred Stock (including the reissuance of any shares of Series F Preferred Stock converted for Common Stock), or (f) enter into any agreement with respect to the foregoing.

Section 4. Definitions . For the purposes hereof, the following terms shall have the following meanings:

" Common Stock " means the common stock, $0.001 par value per share, of the Company, and stock of any other class into which such shares may hereafter have been reclassified or changed.

" Holder " means a registered holder of a share or shares of Series F Preferred Stock.

EXHIBIT 4.4

CERTIFICATE OF DESIGNATION OF RIGHTS AND PREFERENCES
FOR SERIES G 8% CONVERTIBLE PREFERRED STOCK
OF
CONEXUS CATTLE CORP.

Conexus Cattle Corp., a Nevada corporation (the " Company "), does hereby certify:

FIRST: That pursuant to authority expressly vested in it by the Articles of Incorporation of the Company, the Board of Directors of the Company has adopted the following resolution establishing a new series of Preferred Stock of the Company, consisting of One Thousand Five Hundred (1,500) shares designated "Series G 8% Convertible Preferred Stock," with such powers, designations, preferences, and relative participating, optional, or other rights, if any, and the qualifications, limitations, or restrictions thereof, as are set forth in the resolutions:

> RESOLVED, that the Company's Board of Directors hereby approves the designation and issuance of the Series G 8% Convertible Preferred Stock according to the terms and conditions as set forth in Exhibit A attached hereto and authorizes and instructs the Company's executive officers to proceed in filing the Certificate of Designation with the State of Nevada and to take such other action as shall be appropriate in connection with the issuance of the Series G 8% Convertible Preferred Stock.

SECOND: That said resolutions of the directors of the Company were duly adopted in accordance with the provisions of the Nevada Revised Statutes.

THIRD: That any action taken by any director, executive officer, employee or agent of the Company on or prior to the date hereof in furtherance of any of the foregoing matters be, and each such action hereby is, approved, ratified and confirmed in all respects as the action and deed of the Company; and be it further

IN WITNESS WHEREOF, the undersigned hereby affirms, under penalties of perjury, that the foregoing instrument is the act and deed of the Company and that the facts stated therein are true. Dated as of ____ May, 2015.

CONEXUS CATTLE CORP.,
a Nevada corporation

By:
Name: Conrad Huss
Title: President

EXHIBIT A

SERIES G 8% CONVERTIBLE PREFERRED STOCK TERMS

Section 1. Designation, Amount and Par Value . (a) The series of preferred stock shall be designated as the Series G 8% Convertible Preferred Stock (the " Series G Preferred Stock "), and the number of shares so designated and authorized shall be One Thousand Five Hundred (1,500). Each share of Series G Preferred Stock shall have a par value of $0.001 per share and a stated value of $1,000 per share (the " Stated Value ").

(b) Transfers . Shares of Series G Preferred Stock may be transferred, assigned, pledged or hypothecated by the Holder of such shares with the written consent of the Company, not to be unreasonably withheld.

Section 2. Dividends .

(a) Holders of Series G Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors out of funds legally available therefor, and the Company shall accrue, quarterly in arrears on March 31, June 30, September 30, and December 31 of each year, commencing on the Issuance Date (as defined in Section 7), cumulative dividends on the Series G Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to eight percent (8%) per annum on the Stated Value, payable in cash or common stock at the option of the Holder, subject to the ownership limitation set forth in Section 5(g). The Company may pay, at its option, accrued dividends at any time while the Series G Preferred Stock remains outstanding. The Company shall pay all accrued and unpaid dividends within five (5) days following the conversion of any or all of the Series G Preferred Stock pursuant to Section 5 hereof. Dividends on the Series G Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing on the Issuance Date, and shall be deemed to accrue on such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series G Preferred Stock on an applicable record date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such dividend payment date, without regard to any sale or disposition of such Series G Preferred Stock subsequent to the applicable record date but prior to the applicable dividend payment date. Except as otherwise provided herein, if at any time the Company pays less than the total amount of dividends then accrued on account of the Series G Preferred Stock, such payment shall be distributed ratably among the Holders of the Series G Preferred Stock based upon the number of shares then held by each Holder in proportion to the total number of shares of Series G Preferred Stock then outstanding. In order for the Holders to exercise the right to have dividends paid in cash on any Conversion Date (as defined in Section 5), the Holders (as defined in Section 7) must indicate such intention in the Conversion Notice (as defined in Section 5), which notice will remain in effect for subsequent Conversion Notices until rescinded by the Holder in a written notice to such effect that is addressed to the Company.

(b) So long as any shares of Series G Preferred Stock remain outstanding, neither the Company nor any subsidiary thereof shall, without the consent of the Holders of seventy percent (70%) of the shares of Series G Preferred Stock then outstanding (the " Requisite Holders "), redeem, repurchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 7), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities.

Section 3. Voting Rights; Negative Covenants . Subject to the ownership limitation set forth in Section 5(g) below, the Series G Preferred Stock shall have the right to vote, on an as converted basis, on any matter that may from time to time be submitted to the Company's shareholders for a vote, either by written consent or by proxy. So long as any shares of Series G Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of the Requisite Holders, (a) alter or change adversely the powers, preferences or rights given to the Series G Preferred Stock, (b) alter or amend this Certificate of Designation, (c) amend its certificate of incorporation, bylaws or other charter documents so as to affect adversely any rights of any Holders of the Series G Preferred Stock, (d) increase the authorized or designated number of shares of Series G Preferred Stock, (e) issue any additional shares of Series G Preferred Stock (including the reissuance of any shares of Series G Preferred Stock converted for Common Stock) or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation . Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary or a Sale (as defined below) (a " Liquidation "), the holders of the Series G Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series G Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, and all other amounts in respect thereof then due and payable prior to any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders of Series G Preferred Stock shall be distributed among the holders of Series G Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Company shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each record Holder of Series G Preferred Stock. A " Sale " shall mean a sale of the majority of assets, a merger (other than where the Company is the surviving entity) or consolidation by the Company with another corporation or other entity.

Section 5. Conversion .

(a) Conversion at Option of Holder . Subject to the ownership limitation set forth in Section 5(g) below, each share of Series G Preferred Stock shall be convertible into shares of Common Stock, at the option of a Holder, at any time and from time to time after the issuance of the Series G Preferred Stock by dividing the Stated Value of such share of Series G Preferred Stock by a conversion ratio equal to $0.0025 ("Conversion Ratio"); A Holder shall effect a conversion by surrendering to the Company the original certificate or certificates representing the shares of Series G Preferred Stock to be converted to the Company, together with a completed form of conversion notice attached hereto as Exhibit B (the " Conversion Notice "). Each Conversion Notice shall specify the number of shares of Series G Preferred Stock to be converted, the date on which such conversion is to be effected, which date may not be prior to the date the Holder delivers such Conversion Notice (the " Conversion Date "). If no Conversion Date is specified in a Conversion Notice, the Conversion Date shall be the date that the Conversion Notice is delivered pursuant to this Section 5(a).

(b) Not later than five (5) Trading Days after a Conversion Date, the Company will deliver to the Holder (i) a certificate or certificates representing the number of shares of Common Stock being issued upon the conversion of shares of Series G Preferred Stock, (ii) one or more certificates representing the number of shares of Series G Preferred Stock not converted, and (iii) a bank check in the amount of accrued and unpaid dividends on the shares of Series G Preferred Stock so converted. The Company shall, upon request of the Holder, use reasonable efforts to deliver any certificate or certificates required to be delivered by the Company under this Section electronically through the Depository Trust Company or another established clearing corporation performing similar functions.

(c) If at any time conditions shall arise by reason of action taken by the Company which in the sole opinion of the Board of Directors are not adequately covered by the other provisions hereof and which would be reasonably expected to materially and adversely affect the rights of the holders of Series G Preferred Stock (different than or distinguished from the effect generally on rights of holders of any class of the Company's capital stock) or if at any time any such conditions would be reasonably expected to arise by reason of any action contemplated by the Company, the Company shall mail a written notice briefly describing the action contemplated and the material adverse effects of such action on the rights of the holders of Series G Preferred Stock at least 30 calendar days prior to the effective date of such action, and an appraiser selected by the holders of majority in interest of the Series G Preferred Stock shall give its opinion as to the adjustment, if any (not inconsistent with the standards established in this Section 5), of the Conversion Price (including, if necessary, any adjustment as to the securities into which shares of Series G Preferred Stock may thereafter be convertible) and any distribution which is or would be required to preserve without diluting the rights of the holders of shares of Series G Preferred Stock; provided , however , that the Company, after receipt of the determination by such appraiser, shall have the right to select an additional appraiser, in good faith, in which case the adjustment shall be equal to the average of the adjustments recommended by each such appraiser. The Board of Directors shall make the adjustment recommended forthwith upon the receipt of such opinion or opinions or the taking of any such action contemplated, as the case may be; provided , however , that no such adjustment of the Conversion Price shall be made which in the opinion of the appraiser(s) giving the aforesaid opinion or opinions would result in an increase of the Conversion Price to more than the Conversion Price then in effect.

(d) The Company covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series G Preferred Stock, as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series G Preferred Stock, not less than 100% of such number of shares of Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 6 upon the conversion of all outstanding shares of Series G Preferred Stock hereunder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid and nonassessable.

(e) The issuance of certificates for shares of Common Stock on conversion of Series G Preferred Stock shall be made without charge to the Holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of such shares of Series G Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(f) Any and all notices or other communications or deliveries to be provided by the Holders of the Series G Preferred Stock hereunder, including, without limitation, any Conversion Notice, shall be in writing and delivered by facsimile, sent by a nationally recognized overnight courier service, or sent by certified or registered mail, postage prepaid, addressed to the attention of the President of the Company at the facsimile telephone number or address of the principal place of business of the Company. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each Holder of Series G Preferred Stock at the facsimile telephone number or address of such Holder appearing on the books of the Company, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 5:00 p.m. (New York time), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 5:00 p.m. (New York time) on any date and earlier than 11:59 p.m. (New York time) on such date, (iii) four days after deposit in the United States mails, (iv) the Business Day (as defined in Section 7) following the date of mailing, if send by nationally recognized overnight courier service, or (v) upon actual receipt by the party to whom such notice is required to be given.

(g) Beneficial Ownership Limitation . The Company shall not effect any conversion of the Series G Preferred Stock, and a Holder shall not have the right to convert any portion of the Series G Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's affiliates, and any Persons acting as a group together with such Holder or any of such Holder's affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined herein). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its affiliates shall include the number of shares of Common Stock issuable upon conversion of the Series G Preferred Stock with respect to which such determination is being made and the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted shares of Series G Preferred Stock beneficially owned by such Holder or any of its affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Series G Preferred Stock or any other convertible securities of the Company) beneficially owned by such Holder or any of its affiliates. For purposes of this Section 5, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 5 applies, the determination of whether the Series G Preferred Stock is convertible (in relation to other securities owned by such Holder together with any affiliates) and of how many shares of Series G Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Series G Preferred Stock may be converted (in relation to other securities owned by such Holder together with any affiliates) and how many shares of the Series G Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 5, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) a more recent public announcement by the Company or (ii) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Series G Preferred Stock, by such Holder or its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The " Beneficial Ownership Limitation " shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Series G Preferred Stock held by the applicable Holder. A Holder, upon not less than sixty five (65) days' prior notice to the Company, may increase the Beneficial Ownership Limitation provisions of this Section 5 applicable to its Series G Preferred Stock and the provisions of this Section 5 shall continue to apply. Any such increase will not be effective until the sixty-sixth (66th) day after such notice is delivered to the Company and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor Holder of Series G Preferred Stock.

Section 6. Adjustments to Conversion Ratio .

(a) The Conversion Ratio shall be subject to adjustment from time to time as follows:

(i). Spin Off . If, for so long as any shares of Series G Preferred Stock remain outstanding the Company consummates a spin off or otherwise divests itself of a part of its business or operations or disposes of all or substantially all of its assets in a transaction in which the Company, in addition to or in lieu of any other compensation received by the Company for such business, operations or assets, causes securities of another entity to be issued to security holders of the Company (the " Spin Off Securities "), then the Company shall cause to be reserved Spin Off Securities (the " Reserved Spin Off Securities ") in the amount equal to the amount that would have been issued to all Holders had all shares of Series G Preferred Stock been outstanding as of the record date (the " Record Date ") of the Spinoff (such outstanding shares of Series G Preferred Stock, the " Outstanding Preferred Stock "). For determining the amount and number of Spin Off Securities to be issued to security holders of the Company, after accounting for the Reserved Spin Off Securities, the Company shall treat all Shares of Series G Preferred Stock as if they had been converted as of the close of business on the Trading Day immediately before the Record Date;

(ii). Stock Splits, etc . If, at any time while any shares of Series G Preferred Stock remain outstanding, the Company effectuates a stock split or reverse stock split of its Common Stock or issues a dividend on its Common Stock consisting of shares of Common Stock, the Conversion Ratio and any other amounts calculated as contemplated by this Certificate of Designations shall be equitably adjusted to reflect such action. By way of illustration, and not in limitation, of the foregoing (a) if the Company effectuates a 2:1 split of its Common Stock, thereafter, with respect to any conversion for which the Company issues shares after the record date of such split, the Conversion Ratio shall be adjusted to equal one-half of what it had been calculated to be immediately prior to such split; (b) if the Company effectuates a 1:10 reverse split of its Common Stock, thereafter, with respect to any conversion for which the Company issues shares after the record date of such reverse split, the Conversion Ratio shall be adjusted to equal ten times what it had been calculated to be immediately prior to such split; and (c) if the Company declares a stock dividend of one share of Common Stock for every 10 shares outstanding, thereafter, with respect to any conversion for which the Company issues shares after the record date of such dividend, the Conversion Ratio shall be adjusted to equal such amount multiplied by a fraction, of which the numerator is the number of shares (10 in the example) for which a dividend share will be issued and the denominator is such number of shares plus the dividend share(s) issuable or issued thereon (11 in the example).

(iii). Notice of Adjustments . Upon the occurrence of each adjustment or readjustment of the Conversion Ratio pursuant to this Section 6, the Company, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to each Holder of Series G Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any Holder of Series G Preferred Stock, furnish to such Holder a like certificate setting forth (a) such adjustment or readjustment, (b) the Conversion Ratio in effect at the time and (c) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of a share of Series G Preferred Stock.

Section 7. Definitions . For the purposes hereof, the following terms shall have the following meanings:

" Business Day " means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

" Common Stock " means the common stock, $0.001 par value per share, of the Company, and stock of any other class into which such shares may hereafter have been reclassified or changed.

" Issuance Date " means the earliest date on which a Holder receives shares of the Series G Preferred Stock, regardless of the number of certificates which may be issued to evidence such Series G Preferred Stock.

" Holder " means a registered holder of a share or shares of Series G Preferred Stock.

" Junior Securities " means the Common Stock and all other equity securities of the Company ranking junior to the Series G Preferred Stock in terms of payment of dividends or liquidation proceeds. The Series G shall rank pari passu with all other designated preferred stock issued by the Company.

" Person " means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

EXHIBIT B

NOTICE OF CONVERSION

(To be executed by the registered holder
to convert shares of Series G Preferred Stock)

The undersigned hereby elects, in accordance with the terms and conditions of the Certificate of Designation, to convert the number of shares of Series G 8% Convertible Preferred Stock indicated below, into shares of Common Stock, par value $0.001 per share (the " Common Stock "), of Conexus Cattle Corp. (the " Company "), as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the undersigned for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to effect conversion

Number of shares of Series G 8% Convertible Preferred Stock to be converted

Number of shares of Common Stock to be issued

Applicable conversion price

_____
Name of Holder

_____
Address of Holder

Authorized Signature

EXHIBIT 4.5

CERTIFICATE OF DESIGNATION OF RIGHTS AND PREFERENCES FOR SERIES H 8% CONVERTIBLE PREFERRED STOCK OF CONEXUS CATTLE CORP.

Conexus Cattle Corp., a Nevada corporation (the " Company "), does hereby certify:

FIRST: That pursuant to authority expressly vested in it by the Articles of Incorporation of the Company, the Board of Directors of the Company has adopted the following resolution establishing a new series of Preferred Stock of the Company, consisting of Five Hundred (500) shares designated "Series H 8% Convertible Preferred Stock," with such powers, designations, preferences, and relative participating, optional, or other rights, if any, and the qualifications, limitations, or restrictions thereof, as are set forth in the resolutions:

> RESOLVED, that the Company's Board of Directors hereby approves the designation and issuance of the Series H 8% Convertible Preferred Stock according to the terms and conditions as set forth in Exhibit A attached hereto and authorizes and instructs the Company's executive officers to proceed in filing the Certificate of Designation with the State of Nevada and to take such other action as shall be appropriate in connection with the issuance of the Series H 8% Convertible Preferred Stock.

SECOND: That said resolutions of the directors of the Company were duly adopted in accordance with the provisions of the Nevada Revised Statutes.

THIRD: That any action taken by any director, executive officer, employee or agent of the Company on or prior to the date hereof in furtherance of any of the foregoing matters be, and each such action hereby is, approved, ratified and confirmed in all respects as the action and deed of the Company; and be it further

IN WITNESS WHEREOF, the undersigned hereby affirms, under penalties of perjury, that the foregoing instrument is the act and deed of the Company and that the facts stated therein are true. Dated as of ____ May, 2015.

CONEXUS CATTLE CORP.,
a Nevada corporation

By:
Name: Conrad Huss
Title: President

EXHIBIT A

SERIES H 8% CONVERTIBLE PREFERRED STOCK TERMS

Section 1. Designation, Amount and Par Value . (a) The series of preferred stock shall be designated as the Series H 8% Convertible Preferred Stock (the " Series H Preferred Stock "), and the number of shares so designated and authorized shall be Five Hundred (500). Each share of Series H Preferred Stock shall have a par value of $0.001 per share and a stated value of $1,000 per share (the " Stated Value ").

(b) Transfers . Shares of Series H Preferred Stock may be transferred, assigned, pledged or hypothecated by the Holder of such shares with the written consent of the Company, not to be unreasonably withheld.

Section 2. Dividends .

(a) Holders of Series H Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors out of funds legally available therefor, and the Company shall accrue, quarterly in arrears on March 31, June 30, September 30, and December 31 of each year, commencing on the Issuance Date (as defined in Section 7), cumulative dividends on the Series H Preferred Stock at the rate per share (as a percentage of the Stated Value per share) equal to eight percent (8%) per annum on the Stated Value, payable in cash or common stock at the option of the Holder, subject to the ownership limitation set forth in Section 5(g). The Company may pay, at its option, accrued dividends at any time while the Series H Preferred Stock remains outstanding. The Company shall pay all accrued and unpaid dividends within five (5) days following the conversion of any or all of the Series H Preferred Stock pursuant to Section 5 hereof. Dividends on the Series H Preferred Stock shall be calculated on the basis of a 360-day year, shall accrue daily commencing on the Issuance Date, and shall be deemed to accrue on such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The party that holds the Series H Preferred Stock on an applicable record date for any dividend payment will be entitled to receive such dividend payment and any other accrued and unpaid dividends which accrued prior to such dividend payment date, without regard to any sale or disposition of such Series H Preferred Stock subsequent to the applicable record date but prior to the applicable dividend payment date. Except as otherwise provided herein, if at any time the Company pays less than the total amount of dividends then accrued on account of the Series H Preferred Stock, such payment shall be distributed ratably among the Holders of the Series H Preferred Stock based upon the number of shares then held by each Holder in proportion to the total number of shares of Series H Preferred Stock then outstanding. In order for the Holders to exercise the right to have dividends paid in cash on any Conversion Date (as defined in Section 5), the Holders (as defined in Section 7) must indicate such intention in the Conversion Notice (as defined in Section 5), which notice will remain in effect for subsequent Conversion Notices until rescinded by the Holder in a written notice to such effect that is addressed to the Company.

(b) So long as any shares of Series H Preferred Stock remain outstanding, neither the Company nor any subsidiary thereof shall, without the consent of the Holders of seventy percent (70%) of the shares of Series H Preferred Stock then outstanding (the " Requisite Holders "), redeem, repurchase or otherwise acquire directly or indirectly any Junior Securities (as defined in Section 7), nor shall the Company directly or indirectly pay or declare any dividend or make any distribution upon, nor shall any distribution be made in respect of, any Junior Securities, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities.

Section 3. Voting Rights; Negative Covenants . Subject to the ownership limitation set forth in Section 5(g) below, the Series H Preferred Stock shall have the right to vote, on an as converted basis, on any matter that may from time to time be submitted to the Company's shareholders for a vote, either by written consent or by proxy. So long as any shares of Series H Preferred Stock are outstanding, the Company shall not and shall cause its subsidiaries not to, without the affirmative vote of the Requisite Holders, (a) alter or change adversely the powers, preferences or rights given to the Series H Preferred Stock, (b) alter or amend this Certificate of Designation, (c) amend its certificate of incorporation, bylaws or other charter documents so as to affect adversely any rights of any Holders of the Series H Preferred Stock, (d) increase the authorized or designated number of shares of Series H Preferred Stock, (e) issue any additional shares of Series H Preferred Stock (including the reissuance of any shares of Series H Preferred Stock converted for Common Stock) or (f) enter into any agreement with respect to the foregoing.

Section 4. Liquidation . Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary or a Sale (as defined below) (a " Liquidation "), the holders of the Series H Preferred Stock shall be entitled to receive out of the assets of the Company, whether such assets are capital or surplus, for each share of Series H Preferred Stock an amount equal to the Stated Value plus all accrued but unpaid dividends per share, whether declared or not, and all other amounts in respect thereof then due and payable prior to any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders of Series H Preferred Stock shall be distributed among the holders of Series H Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Company shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each record Holder of Series H Preferred Stock. A " Sale " shall mean a sale of the majority of assets, a merger (other than where the Company is the surviving entity) or consolidation by the Company with another corporation or other entity.

Section 5. Conversion .

(a) Conversion at Option of Holder . Subject to the ownership limitation set forth in Section 5(g) below, each share of Series H Preferred Stock shall be convertible into shares of Common Stock, at the option of a Holder, at any time and from time to time after the issuance of the Series H Preferred Stock by dividing the Stated Value of such share of Series H Preferred Stock by a conversion ratio equal to $0.0025 ("Conversion Ratio"); A Holder shall effect a conversion by surrendering to the Company the original certificate or certificates representing the shares of Series H Preferred Stock to be converted to the Company, together with a completed form of conversion notice attached hereto as Exhibit B (the " Conversion Notice "). Each Conversion Notice shall specify the number of shares of Series H Preferred Stock to be converted, the date on which such conversion is to be effected, which date may not be prior to the date the Holder delivers such Conversion Notice (the " Conversion Date "). If no Conversion Date is specified in a Conversion Notice, the Conversion Date shall be the date that the Conversion Notice is delivered pursuant to this Section 5(a).

(b) Not later than five (5) Trading Days after a Conversion Date, the Company will deliver to the Holder (i) a certificate or certificates representing the number of shares of Common Stock being issued upon the conversion of shares of Series H Preferred Stock, (ii) one or more certificates representing the number of shares of Series H Preferred Stock not converted, and (iii) a bank check in the amount of accrued and unpaid dividends on the shares of Series H Preferred Stock so converted. The Company shall, upon request of the Holder, use reasonable efforts to deliver any certificate or certificates required to be delivered by the Company under this Section electronically through the Depository Trust Company or another established clearing corporation performing similar functions.

(c) If at any time conditions shall arise by reason of action taken by the Company which in the sole opinion of the Board of Directors are not adequately covered by the other provisions hereof and which would be reasonably expected to materially and adversely affect the rights of the holders of Series H Preferred Stock (different than or distinguished from the effect generally on rights of holders of any class of the Company's capital stock) or if at any time any such conditions would be reasonably expected to arise by reason of any action contemplated by the Company, the Company shall mail a written notice briefly describing the action contemplated and the material adverse effects of such action on the rights of the holders of Series H Preferred Stock at least 30 calendar days prior to the effective date of such action, and an appraiser selected by the holders of majority in interest of the Series H Preferred Stock shall give its opinion as to the adjustment, if any (not inconsistent with the standards established in this Section 5), of the Conversion Price (including, if necessary, any adjustment as to the securities into which shares of Series H Preferred Stock may thereafter be convertible) and any distribution which is or would be required to preserve without diluting the rights of the holders of shares of Series H Preferred Stock; provided , however , that the Company, after receipt of the determination by such appraiser, shall have the right to select an additional appraiser, in good faith, in which case the adjustment shall be equal to the average of the adjustments recommended by each such appraiser. The Board of Directors shall make the adjustment recommended forthwith upon the receipt of such opinion or opinions or the taking of any such action contemplated, as the case may be; provided , however , that no such adjustment of the Conversion Price shall be made which in the opinion of the appraiser(s) giving the aforesaid opinion or opinions would result in an increase of the Conversion Price to more than the Conversion Price then in effect.

(d) The Company covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series H Preferred Stock, as herein provided, free from preemptive rights or any other actual or contingent purchase rights of persons other than the holders of Series H Preferred Stock, not less than 100% of such number of shares of Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 6 upon the conversion of all outstanding shares of Series H Preferred Stock hereunder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid and nonassessable.

(e) The issuance of certificates for shares of Common Stock on conversion of Series H Preferred Stock shall be made without charge to the Holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of such shares of Series H Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(f) Any and all notices or other communications or deliveries to be provided by the Holders of the Series H Preferred Stock hereunder, including, without limitation, any Conversion Notice, shall be in writing and delivered by facsimile, sent by a nationally recognized overnight courier service, or sent by certified or registered mail, postage prepaid, addressed to the attention of the President of the Company at the facsimile telephone number or address of the principal place of business of the Company. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered by facsimile, sent by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, addressed to each Holder of Series H Preferred Stock at the facsimile telephone number or address of such Holder appearing on the books of the Company, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 5:00 p.m. (New York time), (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 5:00 p.m. (New York time) on any date and earlier than 11:59 p.m. (New York time) on such date, (iii) four days after deposit in the United States mails, (iv) the Business Day (as defined in Section 7) following the date of mailing, if send by nationally recognized overnight courier service, or (v) upon actual receipt by the party to whom such notice is required to be given.

(g) Beneficial Ownership Limitation . The Company shall not effect any conversion of the Series H Preferred Stock, and a Holder shall not have the right to convert any portion of the Series H Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's affiliates, and any Persons acting as a group together with such Holder or any of such Holder's affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined herein). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its affiliates shall include the number of shares of Common Stock issuable upon conversion of the Series H Preferred Stock with respect to which such determination is being made and the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted shares of Series H Preferred Stock beneficially owned by such Holder or any of its affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Series H Preferred Stock or any other convertible securities of the Company) beneficially owned by such Holder or any of its affiliates. For purposes of this Section 5, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 5 applies, the determination of whether the Series H Preferred Stock is convertible (in relation to other securities owned by such Holder together with any affiliates) and of how many shares of Series H Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Series H Preferred Stock may be converted (in relation to other securities owned by such Holder together with any affiliates) and how many shares of the Series H Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 5, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) a more recent public announcement by the Company or (ii) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Series H Preferred Stock, by such Holder or its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The " Beneficial Ownership Limitation " shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Series H Preferred Stock held by the applicable Holder. A Holder, upon not less than sixty five (65) days' prior notice to the Company, may increase the Beneficial Ownership Limitation provisions of this Section 5 applicable to its Series H Preferred Stock and the provisions of this Section 5 shall continue to apply. Any such increase will not be effective until the sixty-sixth (66th) day after such notice is delivered to the Company and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor Holder of Series H Preferred Stock.

Section 6. Adjustments to Conversion Ratio .

(a) The Conversion Ratio shall be subject to adjustment from time to time as follows:

(i). Spin Off . If, for so long as any shares of Series H Preferred Stock remain outstanding the Company consummates a spin off or otherwise divests itself of a part of its business or operations or disposes of all or substantially all of its assets in a transaction in which the Company, in addition to or in lieu of any other compensation received by the Company for such business, operations or assets, causes securities of another entity to be issued to security holders of the Company (the " Spin Off Securities "), then the Company shall cause to be reserved Spin Off Securities (the " Reserved Spin Off Securities ") in the amount equal to the amount that would have been issued to all Holders had all shares of Series H Preferred Stock been outstanding as of the record date (the " Record Date ") of the Spinoff (such outstanding shares of Series H Preferred Stock, the " Outstanding Preferred Stock "). For determining the amount and number of Spin Off Securities to be issued to security holders of the Company, after accounting for the Reserved Spin Off Securities, the Company shall treat all Shares of Series H Preferred Stock as if they had been converted as of the close of business on the Trading Day immediately before the Record Date;

(ii). Stock Splits, etc . If, at any time while any shares of Series H Preferred Stock remain outstanding, the Company effectuates a stock split or reverse stock split of its Common Stock or issues a dividend on its Common Stock consisting of shares of Common Stock, the Conversion Ratio and any other amounts calculated as contemplated by this Certificate of Designations shall be equitably adjusted to reflect such action. By way of illustration, and not in limitation, of the foregoing (a) if the Company effectuates a 2:1 split of its Common Stock, thereafter, with respect to any conversion for which the Company issues shares after the record date of such split, the Conversion Ratio shall be adjusted to equal one-half of what it had been calculated to be immediately prior to such split; (b) if the Company effectuates a 1:10 reverse split of its Common Stock, thereafter, with respect to any conversion for which the Company issues shares after the record date of such reverse split, the Conversion Ratio shall be adjusted to equal ten times what it had been calculated to be immediately prior to such split; and (c) if the Company declares a stock dividend of one share of Common Stock for every 10 shares outstanding, thereafter, with respect to any conversion for which the Company issues shares after the record date of such dividend, the Conversion Ratio shall be adjusted to equal such amount multiplied by a fraction, of which the numerator is the number of shares (10 in the example) for which a dividend share will be issued and the denominator is such number of shares plus the dividend share(s) issuable or issued thereon (11 in the example).

(iii). Notice of Adjustments . Upon the occurrence of each adjustment or readjustment of the Conversion Ratio pursuant to this Section 6, the Company, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to each Holder of Series H Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any Holder of Series H Preferred Stock, furnish to such Holder a like certificate setting forth (a) such adjustment or readjustment, (b) the Conversion Ratio in effect at the time and (c) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of a share of Series H Preferred Stock.

Section 7. Definitions . For the purposes hereof, the following terms shall have the following meanings:

" Business Day " means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

" Common Stock " means the common stock, $0.001 par value per share, of the Company, and stock of any other class into which such shares may hereafter have been reclassified or changed.

" Issuance Date " means the earliest date on which a Holder receives shares of the Series H Preferred Stock, regardless of the number of certificates which may be issued to evidence such Series H Preferred Stock.

" Holder " means a registered holder of a share or shares of Series H Preferred Stock.

" Junior Securities " means the Common Stock and all other equity securities of the Company ranking junior to the Series H Preferred Stock in terms of payment of dividends or liquidation proceeds. The Series H shall rank pari passu with all other designated preferred stock issued by the Company.

" Person " means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

EXHIBIT B

NOTICE OF CONVERSION

(To be executed by the registered holder
to convert shares of Series H Preferred Stock)

The undersigned hereby elects, in accordance with the terms and conditions of the Certificate of Designation, to convert the number of shares of Series H 8% Convertible Preferred Stock indicated below, into shares of Common Stock, par value $0.001 per share (the " Common Stock "), of Conexus Cattle Corp. (the " Company "), as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the undersigned for any conversion, except for such transfer taxes, if any.

Conversion calculations:

_____
Date to effect conversion

Number of shares of Series H 8% Convertible Preferred Stock to be converted

Number of shares of Common Stock to be issued

Applicable conversion price

Name of Holder

Address of Holder

Authorized Signature _____

EXHIBIT 10.1

SECURITIES EXCHANGE AGREEMENT

This Securities Exchange Agreement (this "Agreement") is dated as of May ___, 2015, by and among Bitcoin Direct LLC, a Nevada limited liability company, ("Bitcoin") all of the members of Bitcoin (the "Members" and together with Bitcoin, the "Seller"), and Conexus Cattle Corp. ("Conexus").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), the Seller desires to transfer to Conexus, and Conexus desires to acquire from Seller membership interests in the Company representing fifty-one percent (51%) of the issued and outstanding membership interests (the "Majority Interest"), as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Sellers and the Purchaser agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions . In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings indicated in this Section 1.1:

" Affiliate " means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 144.

" Business Day " means any day except Saturday, Sunday and any day which shall be a federal legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

" Closing " means the closing of the transfer of the Majority Interest pursuant to Section 2.1.

" Closing Date " means the Business Day when this Agreement has been executed and delivered by the applicable parties thereto, and all conditions precedent to the Parties' obligations to transfer the Majority Interest have been satisfied.

" Exchange Act " means the Securities Exchange Act of 1934, as amended.

" Liens " means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

" Person " means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

" Preferred Stock " means newly designated Series H Convertible Preferred Stock issued by Conexus as consideration to Seller, the form of certificate of designation of which is set forth as **Exhibit A** attached hereto.

" Proceeding " means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

" Rule 144 " means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

" Working Capital Facility " means a working capital advance to the Company in the aggregate amount of up to $300,000.00.

ARTICLE II
PURCHASE AND SALE

2.1 Closing . At the Closing, the Seller shall transfer the Majority Interest to Conexus, and Conexus shall deliver 500 shares of Preferred Stock with a Stated Value equal to $500,000.00 to Seller as consideration for the transfer of the Majority Interest. Upon satisfaction of the conditions set forth in Section 2.2, the Closing shall occur at the offices of the Company, or such other location as the parties shall mutually agree, on or before May 31, 2015.

2.2 Closing Conditions .

(a) At each Closing the Seller shall deliver to Conexus:

(i) this Agreement duly executed by the Seller; and

(ii) certificate(s) evidencing the Majority Interest registered in the name of Conexus.

(b) At the Closing Conexus shall deliver or cause to be delivered to the Seller the following:

(i) this Agreement duly executed by Conexus; and

(ii) 500 shares of Preferred Stock as set forth on Schedule A; and

(c) All representations and warranties of the other party contained herein shall remain true and correct as of the Closing Date and all covenants of the other party shall have been performed if due prior to such date.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company . The Company hereby makes the following representations and warranties set forth below:

(a) Organization and Qualification . The Company is duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation of any of the provisions of its certificate or articles of incorporation, bylaws or other organizational or charter documents. The Company is duly qualified to do business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, (i) could not, individually or in the aggregate adversely affect the legality, validity or enforceability of this Agreement, (ii) has had or could not reasonably be expected to result in a material adverse effect on the results of operations, assets, prospects, business or condition (financial or otherwise) of the Company, or (iii) could not, individually or in the aggregate, adversely impair the Company's ability to perform fully on a timely basis its obligations under this Agreement (any of (i), (ii) or (iii), a " Material Adverse Effect ").

(b) Authorization; Enforcement . The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder or thereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further consent or action is required by the Company other than required approvals. This Agreement has been (or upon delivery will be) duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and general principles of equity. The Company is not in violation of any of the provisions of its certificate or articles of incorporation, by-laws or other organizational or charter documents.

(c) No Conflicts . The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) subject to obtaining the required approvals, conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) result, in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected; except in the case of each of clauses (ii) and (iii), such as has not had or could not reasonably be expected to result in a Material Adverse Effect.

(d) Filings, Consents and Approvals . The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of this Agreement.

(e) Majority Interest . The Majority Interest is duly authorized and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in this Agreement.

(f) Regulatory Permits . The Company possesses all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their business, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect (" Material Permits "), and the Company has not received any notice of proceedings relating to the revocation or modification of any Material Permit.

(g) Title to Assets . The Company has good and marketable title in fee simple to all real property owned by it that is material to the business of the Company and good and marketable title in all personal property owned by it that is material to the business of the Company, in each case free and clear of all Liens, except for Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company is held by it under valid, subsisting and enforceable leases of which the Company is in compliance, except where the failure to be in compliance would not reasonably be expected to result in a Material Adverse Effect.

(h) Patents and Trademarks . The Company has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, licenses and other similar rights necessary or material for use in connection with its businesses and which the failure to so have has had or could reasonably be expected to result in a Material Adverse Effect (collectively, the " Intellectual Property Rights "). The Company has not received a written notice that the Intellectual Property Rights used by the Company violates or infringes upon the rights of any Person that has had or could reasonably be expected to result in a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights that has had or could reasonably be expected to result in a Material Adverse Effect.

(i) Certain Fees . No brokerage or finder's fees or commissions are or will be payable by the Company 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, and the Company has not taken any action that would cause the Purchaser to be liable for any such fees or commissions.

(j) No Undisclosed Liabilities . Except as otherwise disclosed in the Company' Financial Statements, the Company has no other undisclosed liabilities whatsoever, either direct or indirect, matured or unmatured, accrued, absolute, contingent or otherwise. The Company represents that at the date of Closing, except as set forth on Schedule 3.1 (j) the Company shall have no other liabilities or obligations, either direct or indirect, matured or unmatured, accrued, absolute, contingent or otherwise.

3.2 Representations and Warranties of Conexus . Conexus represents and warrants as of the date hereof and as of the Closing Date as follows:

(a) Organization; Authority . Conexus is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate or partnership power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder. The execution, delivery and performance by Conexus of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Conexus. This Agreement, to which it is party has been duly executed by Conexus, and when delivered in accordance with the terms hereof, will constitute the valid and legally binding obligation, enforceable against Conexus in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) No Undisclosed Liabilities . Except as otherwise disclosed in the Company' Financial Statements and as set forth on Schedule 3.2 (b), the Company has no other undisclosed liabilities, either direct or indirect, matured or unmatured, accrued, absolute, contingent or otherwise.

3.3 Representations and Warranties of Each Seller . Each Seller represents and warrants as of the date hereof and as of the Closing Date as follows:

(a) Ownership . The Seller is the legal, beneficial and registered owner(s) of the Majority Interest, free and clear of any liens, security interests, charges or other encumbrances of any nature whatsoever.

(b) No Conflict . The execution, delivery and performance by the Seller of this Agreement, and the consummation of the transactions contemplated hereby, will not (i) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contractual obligations or other agreements of the Seller, or (ii) violate any provision of law applicable to the Seller.

(c) Consents . No registration, filing with the consent or approval of, or other action by, any federal, state or other governmental authority, agency, regulatory body, third party or other Person is or will be required in connection with the execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE IV
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions .

(a) The Preferred Stock may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Preferred Stock other than pursuant to an effective registration statement or Rule 144, the purchaser may require the transferor thereof to provide an opinion of counsel selected by the transferor and reasonably acceptable to purchaser, the form and substance of which opinion shall be reasonably satisfactory to the purchaser, to the effect that such transfer does not require registration of such transferred Preferred Stock, under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights of the Seller under this Agreement.

(b) The Seller agrees to the imprinting, so long as is required by this Section 4.1(b), of the following or similar legend on any certificate evidencing the Preferred Stock:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

4.2 Working Capital Facility . Conexus shall provide working capital of up to $300,000.00 pursuant to a Working Capital Facility to the Company, which shall be repaid by the Company from working capital generated from Company's operations.

4.3 Option to Purchase. Conexus hereby grants an option to the Seller to re-purchase ten percent (10%) of the membership interests held by Conexus for a period of five (5) years at purchase price of two hundred fifty thousand dollars ($250,000.00). Seller may exercise such option at any time by providing thirty (30) calendar days written notice to Conexus of Seller's exercise of such option.

ARTICLE V
MISCELLANEOUS

5.1 Fees and Expenses . Except as otherwise set forth in this Agreement, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all stamp and other taxes and duties levied in connection with the sale of the Shares.

5.2 Entire Agreement . This Agreement, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.3 Notices . Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) 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 6:00 p.m. (New York time) on a Business Day, (b) 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 6:00 p.m. (New York time) on any Business Day, (c) the second Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

5.4 Amendments; Waivers . No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

5.5 Construction . The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.6 Successors and Assigns . This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser may assign its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Shares.

5.7 No Third-Party Beneficiaries . This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.5.

5.8 Governing Law; Venue; Waiver of Jury Trial . All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Nevada for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of this Agreement), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The parties hereby waive all rights to a trial by jury. If either party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.9 Survival . The representations, warranties and covenants contained herein shall survive for a period of 12 months after the Closing Date and delivery and/or exercise of the Shares, as applicable.

5.10 Execution . This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

5.11 Severability . If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Securities Exchange Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

CONEXUS CATTLE CORP.

By:
Name: Conrad Huss
Title: President

BITCOIN DIRECT LLC

By:
Name:
Title: Manager

SELLER:

BARTON PK LLC

By:

TARPON BAY PARTNERS LLC

By:

SCHEDULE A

Seller	Shares of Preferred Stock
Barton PK LLC	250
Tarpon Bay Partners LLC	250

EXHIBIT A

Certificate of Designation of Series H Preferred Stock

SCHEDULE 3.1(j)

SCHEDULE 3.2 (b)

EXHIBIT 10.2

NEITHER THIS SECURITY NOR THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE OR UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES ARE RESTRICTED AND MAY NOT BE OFFERED, RESOLD, PLEDGED OR TRANSFERRED EXCEPT AS PERMITTED UNDER THE ACT PURSUANT TO REGISTRATION OR EXEMPTION OR SAFE HARBOR THEREFROM.

US $85,500.00

CONEXUS CATTLE CORP.

PROMISSORY NOTE

THIS Note is a duly authorized issuance of up to $85,500.00 of CONEXUS CATTLE CORP., a Nevada corporation and located at 242 West Main Street, Hendersonville, TN 37075 (the "Company") designated as its Note. **This Note shall supersede and replace in full that certain promissory note issued to CONRAD HUSS, dated December 31, 2013, as amended.**

FOR VALUE RECEIVED, the Company promises to pay to CONRAD HUSS the registered holder hereof (the "Holder"), the principal sum of eighty five thousand five hundred and 00/100 Dollars (US $85,500.00) on December 31, 2017. The principal of this Note is payable in United States dollars, at the address last appearing on the Note Register of the Company as designated in writing by the Holder. The Company will pay the outstanding principal amount of this Note in cash to the registered holder of this Note. The forwarding of such wire transfer shall constitute a payment hereunder and shall satisfy and discharge the liability for principal on this Note to the extent of the sum represented by such check or wire transfer plus any amounts so deducted. This Note is convertible at the option of the Holder at any time into shares of common stock of the Company at a price per share equal to $0.0025.

This Note is subject to the following additional provisions:

1. This Note has been issued subject to investment representations of the original purchaser hereof and may be transferred or exchanged only in compliance with the Securities Act of 1933, as amended (the "Act"), and other applicable state and foreign securities laws. In the event of any proposed transfer of this Note, the Company may require, prior to issuance of a new Note in the name of such other person, that it receive reasonable transfer documentation including legal opinions that the issuance of the Note in such other name does not and will not cause a violation of the Act or any applicable state or foreign securities laws. Prior to due presentment for transfer of this Note, the Company and any agent of the Company may treat the person in whose name this Note is duly registered on the Company's Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

2. No provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct obligation of the Company.

3. This Note shall be governed by and construed in accordance with the laws of the State of New York. Each of the parties consents to the jurisdiction of the federal or state courts whose districts encompass any part of the State of New York in connection with any dispute arising under this Note and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non coveniens,* to the bringing of any such proceeding in such jurisdictions.

4. The following shall constitute an "Event of Default":

a. The Company shall default in the payment of principal on this Note and same shall continue for a period of five (5) days; or

b. Any of the representations or warranties made by the Company herein, in any certificate or financial or other written statements heretofore or hereafter furnished by the Company in connection with the execution and delivery of this Note shall be false or misleading in any material respect at the time made; or

c. The Company shall fail to perform or observe, in any material respect, any other covenant, term, provision, condition, agreement or obligation of any Note and such failure shall continue uncured for a period of thirty (30) days after written notice from the Holder of such failure; or

d. The Company shall make an assignment for the benefit of creditors or commence proceedings for its dissolution; or apply for or consent to the appointment of a trustee, liquidator or receiver for its or for a substantial part of its property or business; or

e. A trustee, liquidator or receiver shall be appointed for the Company or for a substantial part of its property or business without its consent and shall not be discharged within sixty (60) days after such appointment; or

f. Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Company and shall not be dismissed within sixty (60) days thereafter; or

h. Any money judgment, writ or warrant of attachment, or similar process in excess of Two Hundred Thousand ($200,000) Dollars in the aggregate shall be entered or filed against the Company or any of its properties or other assets and shall remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or

Bankruptcy, reorganization, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Company and, if instituted against the Company, shall not be dismissed within sixty (60) days after such institution or the Company shall by any action or answer approve of; consent to, or acquiesce in any such proceedings or admit the material allegations of, or default in answering a petition filed in any such proceeding; or

The Company shall have its Common Stock suspended or delisted from an exchange or over-the-counter market from trading for in excess of five trading days.

Then, or at any time thereafter, and in each and every such case, unless such Event of Default shall have been waived in writing by the Holder (which waiver shall not be deemed to be a waiver of any subsequent default) at the option of the Holder and in the Holders sole discretion, the Holder may consider all obligations under this Note immediately due and payable within five (5) days of notice, without presentment, demand, protest or notice of any kinds, all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding, and the Holder may immediately enforce any and all of the Holders rights and remedies provided herein or any other rights or remedies afforded by law.

5. The Holder may not convert this Note to the extent such conversion would result in the Holder, together with any affiliate thereof, beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules promulgated thereunder) in excess of 9.999% of the then issued and outstanding shares of Common Stock held by such Holder after application of this Section. Since the Holder will not be obligated to report to the Company the number of shares of Common Stock it may hold at the time of a conversion hereunder, unless the conversion at issue would result in the issuance of shares of Common Stock in excess of 9.999% of the then outstanding shares of Common Stock without regard to any other shares which may be beneficially owned by the Holder or an affiliate thereof, the Holder shall have the authority and obligation to determine whether the restriction contained in this Section will limit any particular conversion hereunder and to the extent that the Holder determines that the limitation contained in this Section applies, the determination of which portion of the principal amount of Note are convertible shall be the responsibility and obligation of the Holder. If the Holder has delivered a Conversion Notice for a principal amount of Note that would result in the issuance of in excess of the permitted amount hereunder, without regard to any other shares that the Holder or its affiliates may beneficially own, the Company shall notify the Holder of this fact and shall honor the conversion for the maximum principal amount permitted to be converted on such Conversion Date and, at the option of the Holder, either retain any principal amount tendered for conversion in excess of the permitted amount hereunder for future conversions or return such excess principal amount to the Holder. The provisions of this Section may be waived by a Holder (but only as to itself and not to any other Holder) upon not less than 65 days prior notice to the Company.

IN WITNES S WHEREOF, the Company has caused this instrument to be duly executed by an officer thereunto duly authorized.

CONEXUS CATTLE CORP.

Dated: May 13, 2015

By:
Name: Conrad Huss
Title: President

EXHIBIT 10.3

EMPLOYMENT SERVICES AGREEMENT

This Agreement (this " Agreement "), dated as of May 13, 2015 (sometimes the "Effective Date"), by and between Conexus Cattle Corp, a Nevada corporation (the " Company "), and Conrad Huss, residing at _____ (the "Executive").

WITNESSETH:

WHEREAS, the Company desires to employ the Executive as President of the Company, and the Executive desires to serve the Company in such capacity, upon the terms and subject to the conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Employment .

(a) Services . The Executive will be employed by the Company, as its President. The Executive will report to the Board of Directors of the Company (the "Board") and shall perform such duties as are consistent with his position (as applicable, the "Services").

2. Term .

The Executive's employment under this Agreement (the "Term") shall commence as of the Effective Date and shall continue for a term of twelve (12) months unless sooner terminated pursuant to Section 6 of this Agreement. Notwithstanding anything to the contrary contained herein, the provisions of this Agreement governing protection of Confidential Information shall continue in effect as specified in Section 5 hereof and survive the expiration or termination hereof.

3. Best Efforts; Place of Performance .

(a) The Executive shall devote a sufficient portion of his business time, attention and energies to the business and affairs of the Company and shall use his best efforts to advance the best interests of the Company, and shall not during the Term, without prior written Board approval, be actively engaged in any other business activity, whether or not such business activity is pursued for gain, profit or other pecuniary advantage, that will interfere with the performance by the Executive of his duties hereunder or the Executive's availability to perform such duties or that will adversely affect, or negatively reflect upon, the Company.

(b) The duties to be performed by the Executive hereunder shall be performed primarily at the office of the Company, subject to reasonable travel requirements on behalf of the Company, or such other place as the Board may reasonably designate.

4. Compensation . As full compensation for the performance by the Executive of his duties under this Agreement, the Company shall pay the Executive as follows:

(a) Base Salary . The Company shall pay Executive a salary (the " Base Salary ") equal to Ten Thousand Dollars ($10,000.00) per month, payable in the form of cash or a promissory note.

(b) Expenses . The Company shall reimburse the Executive for all normal, usual and necessary expenses incurred by the Executive in furtherance of the business and affairs of the Company, including reasonable travel and entertainment, upon timely receipt by the Company of appropriate vouchers or other proof of the Executive's expenditures and otherwise in accordance with any expense reimbursement policy as may from time to time be adopted by the Company.

5. Confidential Information and Inventions .

(a) The Executive recognizes and acknowledges that in the course of his duties he is likely to receive confidential or proprietary information owned by the Company, its affiliates or third parties with whom the Company or any such affiliates has an obligation of confidentiality. Accordingly, during and after the Term, the Executive agrees to keep confidential and not disclose or make accessible to any other person or use for any other purpose other than in connection with the fulfillment of his duties under this Agreement, any Confidential and Proprietary Information (as defined below) owned by, or received by or on behalf of, the Company or any of its affiliates. "Confidential and Proprietary Information" shall include, but shall not be limited to, confidential or proprietary scientific or technical information, data, and related concepts, business plans (both current and under development), client lists, promotion and marketing programs, trade secrets, or any other confidential or proprietary business information relating to development programs, costs, revenues, marketing, investments, sales activities, promotions, credit and financial data, manufacturing processes, financing methods, plans or the business and affairs of the Company or of any affiliate or client of the Company. The Executive expressly acknowledges the trade secret status of the Confidential and Proprietary Information and that the Confidential and Proprietary Information constitutes a protectable business interest of the Company. The Executive agrees: (i) not to use any such Confidential and Proprietary Information for himself or others; and (ii) not to take any Company material or reproductions (including but not limited to writings, correspondence, notes, drafts, records, invoices, technical and business policies, computer programs or disks) thereof from the Company's offices at any time during his employment by the Company, except as required in the execution of the Executive's duties to the Company. The Executive agrees to return immediately all Company material and reproductions (including but not limited, to writings, correspondence, notes, drafts, records, invoices, technical and business policies, computer programs or disks) thereof in his possession to the Company upon request and in any event immediately upon termination of employment.

(b) Except with prior written authorization by the Company, the Executive agrees not to disclose or publish any of the Confidential and Proprietary Information, or any confidential, technical or business information of any other party to whom the Company or any of its affiliates owes an obligation of confidence, at any time during or after his employment with the Company.

(c) Executive agrees that he will promptly disclose to the Company, or any persons designated by the Company, all improvements, Inventions made or conceived or reduced to practice or learned by him, either alone or jointly with others, during the Term.

6. Termination . The Executive's employment hereunder shall be terminated upon the Executive's death and may be terminated as follows:

(a) The Executive's employment hereunder may be terminated by the Board of Directors of the Company (or its successor) upon the occurrence of a Change of Control. For purposes of this Agreement, " Change of Control " means (i) the acquisition, directly or indirectly, following the date hereof by any person (as such term is defined in Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended), in one transaction or a series of related transactions, of securities of the Company representing in excess of fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities if such person or his or its affiliate(s) do not own in excess of 50% of such voting power on the date of this Agreement, or (ii) the future disposition by the Company (whether direct or indirect, by sale of assets or stock, merger, consolidation or otherwise) of all or substantially all of its business and/or assets in one transaction or series of related transactions (other than a merger effected exclusively for the purpose of changing the domicile of the Company).

(b) The Executive's employment may be terminated by the Board of Directors of Company or by the Executive without Cause at any time.

7. Miscellaneous.

(a) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to its principles of conflicts of laws.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

(c) This Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive. The Company may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business or assets or other Change of Control.

(d) This Agreement cannot be amended orally, or by any course of conduct or dealing, but only by a written agreement signed by the parties hereto.

(e) All notices, requests, consents and other communications, required or permitted to be given hereunder, shall be in writing and shall be delivered personally or by an overnight courier service or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses set forth on the first page of this Agreement, and shall be deemed given when so delivered personally or by overnight courier, or, if mailed, five days after the date of deposit in the United States mails. Either party may designate another address, for receipt of notices hereunder by giving notice to the other party in accordance with this paragraph.

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

Conexus Cattle Corp.

By:
Name:
Title:

Conrad Huss

EXHIBIT 10.4

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this " **Exchange Agreement** "), is dated as of May __, 2015, by and between Conexus Cattle Corp., a Nevada corporation (the " **Company** "), and Southridge Partners II LP (" **SRPII** ").

WHEREAS , the Company and SRPII are executing and delivering this Agreement in reliance upon an exemption from securities registration afforded by the provisions of Section 4(2), Section 3(a)(9), Section 4(6) and/or Regulation D (" **Regulation D** ") as promulgated by the United States Securities and Exchange Commission (the " **Commission** ") under the Securities Act of 1933, as amended (the " **1933 Act** "); and

WHEREAS , the parties desire that, upon the terms and subject to the conditions contained herein, the consulting agreement dated January 15, 2015 between the parties be cancelled ("Consulting Agreement"), and that the Company issue to SRPII two hundred forty two (242) shares of the Company's Series G 8% Convertible Preferred Stock (" **Preferred Stock** ") having the rights, preferences and privileges set forth in the Certificate of Designation, in the form of Exhibit A hereto, convertible into shares of the Company's Common Stock, $0.001 par value (the **"Common Stock"**), together with an Additional Investment Right granting SRPII the right to purchase additional shares of Preferred Stock(" **Purchase Price** ") in exchange for SRPII's surrender to the Company of a series of promissory notes (" **Surrendered Notes** ") issued to and held by SRPII (the " **Exchange** "). The Preferred Stock and shares of Common Stock issuable upon conversion of the Preferred Stock (the " **Conversion Shares** ") are collectively referred to herein as the " **Securities** ".

NOW, THEREFORE , in consideration of the mutual covenants and other agreements contained in this Agreement, the Company and SRPII hereby agree as follows:

1.1 Exchange. On the Closing Date, the Consulting Agreement shall be cancelled and SRPII shall exchange the Surrendered Notes identified on Schedule 1 in return for two hundred forty two (242) shares of Preferred Stock issued by the Company.

1.2 Closing . The " **Closing Date** " shall be the date that the Preferred Stock and Surrendered Notes are delivered to the respective parties. Subject to the satisfaction or waiver of the terms and conditions of this Exchange Agreement, on the Closing Date, SRPII shall purchase and the Company shall sell to SRPII the Preferred Stock and AIR.

1.3 Additional Investment Right. ("AIR") For value received, SRPII is hereby granted the right to voluntarily purchase, upon the terms and conditions hereinafter set forth, at any time on or after the date hereof (the " **INITIAL EXERCISE DATE** ") and on or prior to the close of business twenty four (24) months after the date hereof (" **EXPIRATION DATE** ") with respect to up to $750,000.00 of Stated Value of additional shares of Series C Convertible Preferred Stock. SRPII may exercise the purchase right represented by this AIR in whole or in part at any time or times on or after the Initial Exercise Date and on or before the Expiration Date by (i) delivering to the Company of a duly executed facsimile copy of the Notice of Exercise Form, and (ii) upon receipt of the purchased Preferred Stock by SRPII, the payment to the Company of the stated value per share ("Purchase Price") for the Preferred Stock. If exercised in part, SRPII may continue to exercise the balance of this AIR at any time until the earlier of (i) this AIR has been exercised in whole; or (ii) the Expiration Date. Upon payment for the Preferred Stock, SRPII will receive a legal opinion in form reasonably acceptable SRPII and such other representations and certificates reasonably requested by SRPII.

2. SRPII Representations and Warranties . SRPII for itself only, hereby represents and Surrendered Notes to and agrees with the Company that:

(a) Organization and Standing of SRPII . SRPII is duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization.

(b) Authorization and Power . SRPII has the requisite power and authority to enter into and perform this Exchange Agreement and to purchase the Securities. The execution, delivery and performance of this Exchange Agreement by SRPII and the consummation by SRPII of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, and no further consent or authorization of SRPII or its Board of Directors or stockholders, if applicable, is required. This Exchange Agreement has been or will be duly authorized and executed and when delivered by SRPII will constitute valid and binding obligations of SRPII, enforceable against SRPII in accordance with the terms thereof.

(c) No Conflicts . The execution, delivery and performance of this Exchange Agreement and the consummation by SRPII of the transactions contemplated hereby and thereby or relating hereto do not and will not (i) result in a violation of SRPII's charter documents, bylaws or other organizational documents, if applicable, (ii) conflict with nor constitute a default (or an event which with notice or lapse of time or both would become a default) under any agreement to which SRPII is a party, nor (iii) result in a violation of any law, rule, or regulation, or any order, judgment or decree of any court or governmental agency applicable to SRPII or its properties (except for such conflicts, defaults and violations as would not, individually or in the aggregate, have a material adverse effect on SRPII). SRPII is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Exchange Agreement nor to purchase the Securities in accordance with the terms hereof, provided that for purposes of the representation made in this sentence, SRPII is assuming and relying upon the accuracy of the relevant representations and agreements of the Company herein.

(d) Information on SRPII . SRPII is, and will be at the time of the conversion of the Preferred Stock an " **accredited investor** ", as such term is defined in Regulation D promulgated by the Commission under the 1933 Act, is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States publicly-owned companies in private placements in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable SRPII to utilize the information made available by the Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. SRPII has the authority and is duly and legally qualified to purchase and own the Securities. SRPII is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof. SRPII agrees to provide the Company with such information reasonably required from time to time for the Company to comply with the Company's regulatory filing requirements.

(e) Compliance with Securities Act . SRPII understands and agrees that the Securities have not been registered under the 1933 Act or any applicable state securities laws, by reason of their issuance in a transaction that does not require registration under the 1933 Act (based in part on the accuracy of the representations and warranties of SRPII contained herein), and that such Securities must be held indefinitely unless a subsequent disposition is registered under the 1933 Act or any applicable state securities laws or is exempt from such registration. Subject to compliance with applicable securities laws, SRPII may enter into lawful hedging transactions in the course of hedging the position they assume and SRPII may also enter into lawful short positions or other derivative transactions relating to the Securities, or interests in the Securities, and deliver the Securities, or interests in the Securities, to close out their short or other positions or otherwise settle other transactions, or loan or pledge the Securities, or interests in the Securities, to third parties who in turn may dispose of these Securities. The immediately preceding sentence does not affect, mitigate or impair any of SRPII's representations, warranties and agreements of this Section 2.

(f) Conversion Shares Legend . The Securities shall bear the following or similar legend:

" **THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.** "

(g) Restricted Securities . SRPII understands that the Securities have not been registered under the 1933 Act and SRPII will not sell, offer to sell, assign, pledge, hypothecate or otherwise transfer any of the Securities unless pursuant to an effective registration statement under the 1933 Act, or unless an exemption from registration is available. Notwithstanding anything to the contrary contained in this Exchange Agreement, SRPII may transfer (without restriction and without the need for an opinion of counsel) the Securities to its Affiliates (as defined below) provided that each such Affiliate is an "accredited investor" under Regulation D and such Affiliate agrees to be bound by the terms and conditions of this Exchange Agreement. For the purposes of this Exchange Agreement, an " **Affiliate** " of any person or entity means any other person or entity directly or indirectly controlling, controlled by or under direct or indirect common control with such person or entity. Affiliate includes each Subsidiary of the Company. For purposes of this definition, " **control** " means the power to direct the management and policies of such person or firm, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

3. Company Representations and Warranties . The Company represents to and agrees with SRPII that:

(a) Due Incorporation . The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power to own its properties and to carry on its business as presently conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the nature of the business conducted or property owned by it makes such qualification necessary, other than those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect. For purposes of this Exchange Agreement, a " **Material Adverse Effect** " shall mean a material adverse effect on the financial condition, results of operations, prospects, properties or business of the Company and its Subsidiaries taken as a whole. For purposes of this Exchange Agreement, " **Subsidiary** " means, with respect to any entity at any date, any direct or indirect corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity of which (A) more than 30% of (i) the outstanding capital stock having ordinary voting power to elect a majority of the board of directors or other managing body of such entity, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such entity, or (B) is under the actual control of the Company.

(b) Authority; Enforceability . This Exchange Agreement and the Preferred Stock and any other agreements delivered or required to be delivered together with or pursuant to this Exchange Agreement or in connection herewith (collectively " **Transaction Documents** ") have been duly authorized, executed and delivered by the Company and Subsidiaries, as the case may be, and are valid and binding agreements of the Company and Subsidiaries, as the case may be, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity. The Company and Subsidiaries, as the case may be, have full corporate power and authority necessary to enter into and deliver the Transaction Documents and to perform their obligations thereunder.

(c) Consents . No consent, approval, authorization or order of any court, governmental agency or body or arbitrator having jurisdiction over the Company, or any of its Affiliates, the OTC Bulletin Board (the " **Bulletin Board** ") or the Company's shareholders is required for the execution by the Company of the Transaction Documents and compliance and performance by the Company of its obligations under the Transaction Documents, including, without limitation, the issuance and sale of the Securities. The Transaction Documents and the Company's performance of its obligations thereunder have been unanimously approved by the Company's Board of Directors. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority in the world, including without limitation, the United States, or elsewhere is required by the Company or any Affiliate of the Company in connection with the consummation of the transactions contemplated by this Exchange Agreement, except as would not otherwise have a Material Adverse Effect or the consummation of any of the other agreements, covenants or commitments of the Company or any Subsidiary contemplated by the other Transaction Documents. Any such qualifications and filings will, in the case of qualifications, be effective on the Closing and will, in the case of filings, be made within the time prescribed by law.

(d) Dilution . The Company's executive officers and directors understand the nature of the Securities being sold hereby and recognize that the issuance of the Securities will have a potential dilutive effect on the equity holdings of other holders of the Company's equity or rights to receive equity of the Company. The board of directors of the Company has concluded, in its good faith business judgment that the issuance of the Securities is in the best interests of the Company. The Company specifically acknowledges that its obligation to issue the Preferred Stock and the issuance of the Conversion Shares upon conversion of the Preferred Stock is binding upon the Company and enforceable regardless of the dilution such issuance may have on the ownership interests of other stockholders of the Company or parties entitled to receive equity of the Company.

4. Miscellaneous .

(a) Notices . All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to the Company, to: Conexus Cattle Corp. Attn: Conrad Huss President, and (ii) if to SRPII, to: the address and fax number indicated on the Signature page hereto.

(b) Entire Agreement; Assignment . This Exchange Agreement and other documents delivered in connection herewith represent the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. Neither the Company nor SRPII has relied on any representations not contained or referred to in this Exchange Agreement and the documents delivered herewith. The rights and obligations of each party may be assigned by given written notice of such assignment to the other party.

(c) Counterparts/Execution . This Exchange Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Exchange Agreement may be executed by facsimile signature and delivered by electronic transmission.

(d) Law Governing this Exchange Agreement . This Exchange Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. References in the Transaction Documents to laws, rules, regulations and forms shall also include successors to and functionally equivalent replacements of such laws, rules, regulations and forms. A successor rule to Rule 144(b)(1)(i) shall include any rule that would be available to a non-Affiliate of the Company for the sale of Common Stock not subject to volume restrictions and after a six month holding period. Any action brought by either party against the other concerning the transactions contemplated by this Exchange Agreement shall be brought only in the state courts of New York or in the federal courts located in the state and county of New York. The parties to this Exchange Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens . **The parties executing this Exchange Agreement and other agreements referred to herein or delivered in connection herewith on behalf of the Company agree to submit to the in personam jurisdiction of such courts and hereby irrevocably waive trial by jury.** The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Exchange Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Exchange Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Exchange Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

(e) Specific Enforcement, Consent to Jurisdiction . The Company and SRPII acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Exchange 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 seek an injunction or injunctions to prevent or cure breaches of the provisions of this Exchange Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which any of them may be entitled by law or equity. Subject to Section 4(d) hereof, the Company and SRPII hereby irrevocably waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction in New York of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. Nothing in this Section shall affect or limit any right to serve process in any other manner permitted by law.

(f) Calendar Days . All references to "days" in the Transaction Documents shall mean calendar days unless otherwise stated. The terms "business days" and "trading days" shall mean days that the New York Stock Exchange is open for trading for three or more hours. Time periods shall be determined as if the relevant action, calculation or time period were occurring in New York City. Any deadline that falls on a non-business day in any of the Transaction Documents shall be automatically extended to the next business day and interest, if any, shall be calculated and payable through such extended period.

(g) Captions: Certain Definitions . The captions of the various sections and paragraphs of this Exchange Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Exchange Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Exchange Agreement.

(h) Severability . In the event that any term or provision of this Exchange Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction and venue, that determination shall not impair or otherwise affect the validity, legality or enforceability: (i) by or before that authority of the remaining terms and provisions of this Exchange Agreement, which shall be enforced as if the unenforceable term or provision were deleted, or (ii) by or before any other authority of any of the terms and provisions of this Exchange Agreement.

(i) Maximum Liability . In no event shall the liability of SRPII or permitted successor hereunder or under any Transaction Document or other agreement delivered in connection herewith be greater in amount than the dollar amount of the net proceeds actually received by SRPII or successor upon the sale of Conversion Shares.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO EXCHANGE AGREEMENT

Please acknowledge your acceptance of the foregoing Exchange Agreement by signing and returning a copy to the undersigned whereupon it shall become a binding agreement between the parties

Conexus Cattle Corp.
a Nevada corporation

Dated: May __, 2015

By:
Name:
Title:

Southridge Partners II LP
a Delaware limited partnership

By:
Name: _____
Title: _____

SCHEDULE 1

Name	Issuance Date	Current Principal
Southridge Partners II LP	11/01/2012	$ 20,000.00
Southridge Partners II LP	12/01/2012	$ 20,000.00
Southridge Partners II LP	01/01/2014	$ 20,000.00
Southridge Partners II LP	02/01/2014	$ 20,000.00
Southridge Partners II LP	03/01/2014	$ 20,000.00
Southridge Partners II LP	04/01/2014	$ 25,478.00
Southridge Partners II LP	05/13/2014	$ 25,000.00
Southridge Partners II LP	01/15/2015	$ 10,000.00
Southridge Partners II LP	02/01/2015	$ 20,000.00
Southridge Partners II LP	03/01/2015	$ 20,000.00
Southridge Partners II LP	04/01/2015	$ 20,000.00
Southridge Partners II LP	05/01/2015	$ 20,000.00

EXHIBIT A

SERIES G PREFERRED STOCK

EXHIBIT 10.5

Conexus Cattle Corp.
242 West Main Street
Hendersonville, TN 37075

May __, 2015

Adirondack Partners, LLC
82 Mountain Road
Wilbraham, MA 01095

Re: Termination of Consulting Agreement

Dear Mr. Gothner,

This letter shall serve as notice to Adirondack Partners, LLC ("Adirondack") that Conexus Cattle Corp. (the "Company" and together with Adirondack, the "Parties") wish to terminate that certain Consulting Agreement, dated April 7, 2014 between the Parties (the "Agreement"), effective immediately.

As compensation in full satisfaction for such services to date, the Company shall issue to Adirondack 140 shares of newly issued Series E Preferred Stock of the Company, with a stated value of $140,000.

Please acknowledge acceptance of this offer in full satisfaction of all obligations of the Company to Adirondack pursuant to the Agreement.

Best regards,

_____
Conrad Huss, President

ACCEPTED AND ACKNOWLEDGED
AS OF THE DATE OF THIS LETTER:

Adirondack Partners, LLC

By: _____
Manager

EXHIBIT 99.1

Conexus Acquires a Majority Interest in Bitcoin Direct LLC

Operator of Automated Bitcoin Machines (ABMs) for Consumers

(New York, NY) – May 19, 2015 - Conexus Cattle Corp., (OTC: CNXS) announced today the acquisition of a 51% membership interest in Bitcoin Direct LLC, Nevada limited liability company ("Bitcoin" or the "Company"), which provides bitcoin transaction solutions for consumers in what we believe is a rapidly expanding industry, still in its infancy. Bitcoin's initial focus is aimed at installing and servicing its ABMs (Automated Bitcoin Machines) in multiple locations. The ABMs provide consumers with the ability to instantaneously purchase bitcoins through their mobile devices. Currently, the Company has installations serving the major metropolitan centers of New York City and Montreal. The Company anticipates rapidly expanding its network of Company owned ABMs in the coming months.

In addition to operating its own bitcoin ABMs, the Company also anticipates partnering with local operators to create an integrated bitcoin distribution network in high traffic locations across North America. The Company, through its relationships with leading bitcoin miners, plans to supply bitcoins, as well as provide ABM equipment to these local operators.

Bitcoin plans to offer a full range of bitcoin transaction solutions to a wide variety of industries, including remittance and gaming, among others.

Under the terms of the transaction, Conexus, Bitcoin, and all of the members of Bitcoin, entered into a Securities Exchange Agreement, pursuant to which Conexus acquired memberships interests representing 51% of Bitcoin in exchange for 500 shares of the Conexus's Series H Preferred, with an aggregate stated value equal to $500,000 (the "Exchange Agreement"). In accordance with the terms of the Exchange Agreement, Conexus agreed to provide a working capital facility to Bitcoin in an amount up to $300,000 to be utilized by Bitcoin as needed, and to be repaid by Bitcoin from working capital generated from Bitcoin's operations. In addition, the Exchange Agreement provides an option to the members of Bitcoin for a period of five years to repurchase from the Conexus 10% of the Bitcoin membership interests held by Conexus for $250,000. Addition details of the transaction are included in the Conexus' Current Report on Form 8-K filed today with the U.S. Securities and Exchange Commission.

Conrad Huss, President of Conexus commented: "We are excited to have acquired the majority interest in Bitcoin Direct LLC, along with its experienced management team. Our strategy is to provide sound, profitable, bitcoin transaction solutions to consumers, and to assist a variety of industries as they grow their markets. The Company is ready to help pioneer and promote the consumer adoption of bitcoin through automated solutions across North America."

About Bitcoin Direct LLC

Bitcoin Direct LLC provides bitcoin transaction solutions for consumers. Bitcoin's initial focus is aimed at installing and servicing its ABMs (Automated Bitcoin Machines) in multiple locations. The ABMs provide consumers with the ability to instantaneously purchase bitcoins through their mobile devices. Currently, the Company has installations serving the major metropolitan centers of New York City and Montreal.

Safe Harbor

This press release may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. The forward-looking statements are based on current expectations, estimates and projections made by management. The Company intends for the forward-looking statements to be covered by the safe harbor provisions for forward-looking statements. Words such as "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates," or variations of such words are intended to identify such forward-looking statements. The forward-looking statements contained in this press release include statements regarding the elimination of debt positioning the Company for growth and the vote of confidence in the growth plans. All forward-looking statements in this press release are made as of the date of this press release, and the Company assumes no obligation to update these forward-looking statements other than as required by law. The forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those set forth or implied by any forward-looking statements and include the Company's ability to complete its intended growth plans in a timely manner and the other factors discussed in Current Reports on Form 8-K. Copies of these filings are available at www.sec.gov

CONTACT INFORMATION

- **Investor Contact:**
  Stephanie Prince
  Managing Director, Investor Relations and Capital Markets
  PCG Advisory
  646.762.4518
  sprince@pcgadvisory.com
  www.pcgadvisory.com

- **Media Contact:**
  Sean Leous
  Managing Director, Media Relations
  PCG Advisory
  646.863.8998
  sleous@pcgadvisory.com
  www.pcgadvisory.com