

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/02/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Mayhem, LLC		04/02/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	CrowdGather, Inc.
Street Address:	20300 Ventura Blvd
Internal Address:	Suite 330
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91364
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77418682	CROWDGATHER

**CORRESPONDENCE DATA**

Fax Number: (310)868-2656  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310 670-4656  
 Email: david.michail@michaillaw.com  
 Correspondent Name: David Michail  
 Address Line 1: 5959 West Century Blvd  
 Address Line 2: Suite 950  
 Address Line 4: Los Angeles, CALIFORNIA 90045

ATTORNEY DOCKET NUMBER:	01-0249
NAME OF SUBMITTER:	David Michail

OP \$40.00 77418682

Signature:

/david Michail/

Date:

06/24/2008

**Total Attachments: 91**

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## EDGAR Submission Header Summary

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Submission Type	8-K
Live File	on
Return Copy	on
Exchange	NONE
Confirming Copy	off
Filer CIK	0001328670
Filer CCC	xxxxxxxx
Period of Report	04/02/08
Item IDs	1.01 2.01 3.02 5.01 5.02 5.03 5.06 9.01
Fiscal Year	/
Notify via Filing website Only	off
Emails	edgar@formatds.com

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### Documents

8-K	crowdgather_8k-040208.htm Current Report
EX-2.1	ex_02-01.htm Agreement and Plan of Merger
EX-2.2	ex_02-02.htm Agreement and Plan of Merger
EX-3.2	ex_03-02.htm Certificate of Change
EX-3.3	ex_03-03.htm Articles of Merger
EX-4.1	ex_04-01.htm Subscription Agreement
EX-10.1	ex_10-01.htm Stock Cancellation Agreement
EX-16.1	ex_16-01.htm Letter from Chartered Accountants
EX-23.1	ex_23-01.htm Consent of Accountant
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**Module and Segment References**

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 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): April 2, 2008

CrowdGather, Inc.  
(Exact name of registrant as specified in Charter)

Nevada  
(State or other jurisdiction of  
incorporation or organization)

000-52143  
(Commission File No.)

20-2706319  
(IRS Employee Identification No.)

20300 Ventura Blvd. Suite 330, Woodland Hills, CA 91364  
(Address of Principal Executive Offices)

(818) 435-2472  
(Issuer Telephone number)

WestCoast Golf Experiences, Inc.  
4199 Campus Drive, Suite 550  
Irvine, California 92612

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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 Share Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Share Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Share Exchange Act (17 CFR 240.13e-4(c))

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

See Item 2.01 for a description of the agreement and plan of merger, dated April 2, 2008, among WestCoast Golf Experiences, Inc. (hereinafter referred to as the "Company" or "WestCoast"), General Mayhem, LLC and General Mayhem Acquisition Corp, a wholly owned subsidiary of the Company.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On April 2, 2008, the Company, General Mayhem LLC ("General") and the Company's wholly owned subsidiary, General Mayhem Acquisition Corp. (the "Acquisition Subsidiary"), entered into an agreement and plan of merger (the "Merger Agreement"). The merger contemplated by the Merger Agreement ("the "Merger") closed on April 2, 2008. The Merger resulted in General merging into the Acquisition Subsidiary, with the acquisition subsidiary surviving. Prior to the Merger, the Company effected a 13-for-1 stock split of its Shares. All share numbers presented in this filing have been adjusted to reflect the stock split. Each share of General was converted into and became one (1) Share, on a post-stock split basis, such that former members of General now hold 26,000,000, or approximately 64.9%, of the outstanding Shares. On April 8, 2008, the Acquisition Subsidiary merged with and into WestCoast, with WestCoast surviving. In connection with the latter merger, WestCoast changed its name to CrowdGather, Inc. ("CrowdGather").

Additional information in response to this Item 2.01 is keyed to the Item numbers of Form 10. References throughout to "General" refer to General prior to the Merger. References to "WestCoast" or "our predecessor" refer to WestCoast prior to the Merger. References to the "Company," "we," or "our" refer to CrowdGather following the Merger.

**PART I**

**Item 1. Description of Business.**

See Forward Looking Statements *below*.

**General Mayhem**

General was organized in California on May 6, 2004. Our principal place of business is at 20300 Ventura Blvd. Suite 330, Woodland Hills, CA 91364.

We are an Internet company that specializes in developing online forums and message boards designed to engage, provide information to and gather information from users. We are in the process of building what we hope will become one of the largest social networks by consolidating groups of online users that post on message boards and forums. Our goal is to create the world's best user experience for forum communities, and world class service offerings for forum owners. We believe that the communities built around messageboards and forums are the one of the most dynamic sources of information available on the web because forums are active communities built around interest and information exchange around specific topics.

By providing users with the ability to search forums, we hope to improve the world's search experience by giving people the ability to query and contribute to those communities on the web. We hope to bring the world of forums together by providing a central destination for forum goers and forum owners to find forum news, forum tools and resources for growing communities, and most importantly, a search engine specifically for forums, to provide an environment where people can ask questions and provide answers based on human experience and shared knowledge.

**Our Community of Online Forums.**

Our forum community connects what we believe is a robust and vibrant network of people sharing their questions, expertise and experiences. We hope that this collection of forums will help users easily access relevant, dynamic, and compelling user-generated content, conversations, and commerce. Our current community currently includes these forums:

<u>Forum Name</u>	<u>Target Community/Discussion Topic</u>
General Mayhem	General discussion humor
Parenting Forums	Parenting
abX zone	Computers
Love that Sound	Audiophiles and musicians
BigScreen Talk	Movies
Talk Video Games	Video Games
Iron Mass	Bodybuilding
The Weather Vane	Weather
Vista babble	Microsoft Vista discussion
Fashion Forums	Fashion
Democracy Forums	Politics
Eternal Allegiance	Celebrity and Fan
Graffiti Spot	Urban culture
Actors Forum	Acting
Club Conspiracy	Conspiracy theories
Dark Forum	General discussions, dark stories and dark art
Tech-gfx	Graphics
Alltopix	General discussion
Metal throne	Heavy metal
Beat-boot-ique	Music mash-ups
Forum Junkies	General discussion
Food Forums	Food
Metalhorde	Heavy Metal Music
Mums-room	Motherhood and parenting
Forum babes	Photographs
Spice	Relationships

We seek to continually add to the number of communities our website services by acquiring additional active forums, thereby increasing traffic to our site and the number of forums we host.

#### **Revenues**

We intend to derive revenue principally from the sale of Internet advertising and sponsorships, as well as from subscription services and e-commerce. The Internet is an attractive method for certain advertisers, depending on the number of users we have and a variety of other factors. Internet advertising spending continues to increase on an annual basis. We believe that significant revenues can be generated from online advertising from small business service providers and product vendors.

#### **Sales, Marketing and Distribution**

We intend to pursue direct sales with advertisers interested in exposing their products or services to our forum populations on a targeted basis. We will work not only with direct advertisers, but also advertising syndicates as represented by intermediaries. A key component of our strategy will be to customize advertising programs that are directly relevant to an advertiser, but also not at odds with our online communities. We will also allow for direct personalized advertising sales to the members of our respective forum communities who wish to market their products or services to their fellow members.



We hope to develop a widely recognized brand, which will enable us to attract, retain, and more deeply engage users, forum owners, advertisers, publishers, and developers. We believe a great brand begins with a great product, services, and content. We focus on each step of product and services development, deployment, and management and content design to understand our offerings and how best to market them to our communities of potential and existing users. We hope to use online advertising, and we leverage our online network and our distribution partnerships to market our products and services to the right people at the right time. With continued investment in brand and product marketing, we believe we can continue to attract and engage users, advertisers, publishers, and developers.

## Competition

We operate in the Internet products, services, and content markets, which are highly competitive and characterized by rapid change, converging technologies, and increasing competition from companies offering communication, information, and entertainment services integrated into other products and media properties.

We compete for users, advertisers, publishers, and developers with many other providers of online services, including Web businesses where expertise in a particular market segment may provide a competitive advantage and with social media and networking competitors. Ad networks (such as Yahoo!'s Yahoo! Properties, Google Inc.'s "Google" Ad sense, Ad.com, and Valueclick), which create specialized marketing solutions for specific advertiser or publishers segments, also compete with us for a share of marketing budgets.

We compete with companies to attract users and developers as well as attract advertisers and publishers to our forums. The principal competitive factors relating to attracting and retaining users include the usefulness, accessibility, integration, and personalization of the forums that we offer and the overall user experience on our site.

Many of our current and potential competitors have longer operating histories, more industry experience, larger customer or user bases, greater brand recognition and significantly greater financial, marketing and other resources than we do. We may not be able to compete with either the large or mid-sized companies. We are also at a significant competitive disadvantage within the Internet industry because we have limited capital resources. Our ability to compete will depend on our ability to obtain users of our products without spending any significant funds to market and promote our products.

## Intellectual Property

Our intellectual property assets include products and services; trademarks related to our brands, products and services; copyrights in software and creative content; trade secrets; and other intellectual property rights and licenses of various kinds. We also currently own the web domain [www.crowdgather.com](http://www.crowdgather.com), which serves as our corporate website and the future home of our new forum software platform which is currently in development. We also currently own the following domains:

### Domain Names

<http://www.genmay.com/> [www.genmay.net/](http://www.genmay.net/) [www.genmay.info/](http://www.genmay.info/) [www.genmay.biz](http://www.genmay.biz)  
<http://www.crowdgather.com/> [www.crowdgather.net/](http://www.crowdgather.net/) [www.crowdreport.com/](http://www.crowdreport.com/) [www.crowdreport.net](http://www.crowdreport.net)  
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<http://www.parentingforums.org>  
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<http://www.darkforum.com>  
<http://www.fashion-forums.com>  
<http://www.theweathervane.info>  
<http://www.tech-gfx.net>  
<http://www.topgfxsite.com>  
<http://www.talkvideogames.com>  
<http://www.democracyforums.com>  
<http://www.beat-boot-ique.co.uk/> [www.bbi.me.uk/](http://www.bbi.me.uk/) [www.bbi-radio.co.uk](http://www.bbi-radio.co.uk)  
<http://www.clubconspiracy.com>  
<http://www.alltopix.com/> [www.alltopix.net](http://www.alltopix.net)  
<http://www.metalthrone.net>

<http://www.forumbabes.com/www.forumbabes.net>  
<http://www.graffittispot.com>  
<http://www.eternal-allegiance.com>  
<http://www.bigscreeentalk.com/www.bigscreeentalk.net>  
<http://www.spiceforums.com>  
<http://www.lovethatssound.com>  
<http://www.actorsforum.com>  
<http://www.vistababble.com/www.vistababble.net/www.vistababble.org/www.vista-babble.com>  
<http://www.ironmass.com/www.ironmass.net/www.ironmass.org/www.ironmass.info>  
<http://www.forunjunkies.net>  
<http://www.metalhorde.net>  
<http://www.mums-room.co.uk>  
<http://www.foodforums.com>

Under current domain name registration practices, no one else can obtain an identical domain name, but someone might obtain a similar name, or the identical name with a different suffix, such as “.org”, or with a country designation. The regulation of domain names in the United States and in foreign countries is subject to change, and we could be unable to prevent third parties from acquiring domain names that infringe or otherwise decrease the value of our domain names.

We seek to protect our intellectual property assets through patent, copyright, trade secret, trademark and other laws of the U.S. and other countries, and through contractual provisions. We enter into confidentiality and invention assignment agreements with our employees and contractors, and non-disclosure agreements with third parties with whom we conduct business in order to secure our proprietary rights and additionally limit access to, and disclosure of, our proprietary information. We consider our trademarks to be our most valuable assets and we will seek to register these trademarks in the U.S. and will seek to protect them. We have licensed in the past, and expect that we may license in the future, certain of our proprietary rights, such as trademark, patent, copyright, and trade secret rights to third parties.

#### **Government Regulation**

We are subject to regulations and laws directly applicable to providers of Internet content and services. Many laws and regulations, however, are pending and may be adopted in the United States, individual states and local jurisdictions and other countries with respect to the Internet. The federal government and some state governments have introduced or considered legislation relating to Internet usage generally, including measures relating to privacy and data security, as well as specific legislation aimed at social networking sites, such as ours. It is not possible to predict whether or when such legislation may be adopted, and certain proposals, if adopted, could negatively affect our business. We do not know for certain how existing laws governing issues such as property ownership, copyright and other intellectual property issues, digital rights management, security, illegal or obscene content, retransmission of media, spyware, and personal privacy and data protection apply to the Internet. We monitor pending legislation to ascertain relevance, analyze impact and develop strategic direction surrounding regulatory trends and developments within the industry.

A number of U.S. federal laws, including those referenced below, impact our business. The Digital Millennium Copyright Act (“DMCA”) is intended, in part, to limit the liability of eligible online service providers for listing or linking to third-party Websites that include materials that infringe copyrights or other rights of others. Portions of the Communications Decency Act (“CDA”) are intended to provide statutory protections to online service providers who distribute third-party content. We rely on the protections provided by both the DMCA and CDA in conducting our business. Any changes in these laws or judicial interpretations narrowing their protections will subject us to greater risk of liability and may increase our costs of compliance with these regulations or limit our ability to operate certain lines of business. The Children’s Online Privacy Protection Act of 1998 (“COPPA”) prohibits web sites from collecting personally identifiable information online from children under age 13 without prior parental consent. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM”) regulates the distribution of unsolicited commercial emails, or “spam.” Online services provided by the Company may be subject to COPPA and CAN-SPAM requirements. Congress and individual states may also consider online privacy legislation that would apply to personal information collected from teens and adults. We believe that we are in material compliance with the requirements imposed by those laws and regulations.

We are also subject to federal, state and local laws and regulations applied to businesses generally. We believe that we are in conformity with all applicable laws in all relevant jurisdictions. We do not believe that we have not been affected by any of the rules and regulations specified in this section.

#### **Research and Development**

We seek to continually enhance, expand, and launch products and features to meet evolving user, advertiser, and publisher needs for technological innovation and a deeper, more integrated experience for the online community of social network users. We intend to leverage our internal development efforts through technology acquisitions. We anticipate that our internal development costs for the first generation forum networking software will approximate \$50,000.

#### **Employees**

We currently have approximately 4 employees, of whom 4 are full-time. None of our employees is covered by a collective bargaining agreement, nor are they represented by a labor union. We have not experienced any work stoppages, and we consider relations with our employees to be good.

#### **Risk Factors**

An investment in our securities involves a high degree of risk. You should carefully consider the risks described below together with all of the other information included in this report before making an investment decision with regard to our securities. The statements contained in or incorporated into this offering that are not historic facts are forward-looking statements that are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by forward-looking statements. If any of the following risks actually occurs, our business, financial condition, and/or results of operations could be harmed. In that case, the trading price of our common stock could decline, and you may lose all or part of your investment. You should only purchase our securities if you can afford to suffer the loss of your entire investment.

*Our limited operating history may not serve as an adequate basis to judge our future prospects and results of operations.*

We have a relatively limited operating history and no history as a public reporting company. Such limited operating history and the unpredictability of the success of online social networks makes it difficult for investors to evaluate our business and future operating results. An investor in our securities must consider the risks, uncertainties, and difficulties frequently encountered by companies in new and rapidly evolving markets. The risks and difficulties we face include challenges in accurate financial planning as a result of limited historical data and the uncertainties resulting from having had a relatively limited time period in which to implement and evaluate our business strategies as compared to older companies with longer operating histories.

*We will need additional financing to execute our business plan.*

The revenues from the sale of advertising and forum memberships and the projected revenues from these potential streams are not adequate to support our expansion and product development programs. We will need substantial additional funds to effectuate our business plan; expand our online reach and presence; develop and enhance our technological capabilities; file, prosecute, defend and enforce our intellectual property rights; and hire and retain key employees. We will seek additional funds through public or private equity or debt financing, via strategic transactions, and/or from other sources.

There are no assurances that future funding will be available on favorable terms or at all. If additional funding is not obtained, we will need to reduce, defer or cancel development programs, planned initiatives, or overhead expenditures to the extent necessary. The failure to fund our capital requirements could have a material adverse effect on our business, financial condition and results of operations.

*Online social networking sites are new and rapidly evolving and may not prove to be a viable business model.*

Online social networking sites and interest-group forums are a relatively new business model for delivering information and entertainment over the Internet, and we have only recently launched our efforts to develop a business centered on this model. It is too early to predict whether consumers will accept, and use our products on a regular basis, in significant numbers, and participate in our online community. Our products may fail to attract significant numbers of users, or, may not be able to retain the usership that it attracts, and, in either case, we may fail to develop a viable business model for our online community. In addition, we expect a significant portion of the content that we will provide to be available for free. If we are unable to successfully monetize the use of our content, either through advertising or fees for use, we may not be able to generate revenues.

*We may be unable to attract advertisers to the social networking products that we develop.*

We expect that advertising revenue will comprise a significant portion of the revenue to be generated by the forums that we own. Most large advertisers have fixed advertising budgets, only a small portion of which has traditionally been allocated to Internet advertising. In addition, the overall market for advertising, including Internet advertising, has been generally characterized in recent periods by softness of demand, reductions in marketing and advertising budgets, and by delays in spending of budgeted resources. Advertisers may continue to focus most of their efforts on traditional media or may decrease their advertising spending. If we fail to convince advertisers to spend a portion of their advertising budgets with us, we will be unable to generate revenues from advertising as we intend.

*We hope to generate our revenue almost entirely from advertising and retaining other sites as paid participants in our community, and the reduction in spending by, or loss of, advertisers and member could seriously harm our ability to generate revenues.*

We hope to generate revenues from advertisers and other communities that pay to affiliate with our site. If we are unable provide value to potential advertisers or other online communities, we may not be able to sell any ad space or memberships, which would negatively impact our revenues and business. In addition, we expect that advertisers will be able terminate their contracts with us at any time. We may encounter difficulty collecting from our advertisers because we are a very small company with limited resources to collect outstanding balances.

*If we are unable to compete effectively in the social networking sector of the Internet industry, our business will fail.*

The social networking sector of the Internet industry is extremely competitive. The competition comes from both companies within the same business and companies in other entertainment media which create alternative forms of entertainment. We compete with several major Internet companies studios which are dominant in the industry, as well as with numerous small and independent social networking companies. Many of the organizations with which we compete have significantly greater financial and other resources than we do. The majors are typically large, diversified entertainment and media companies or subsidiaries of diversified corporations which have strong relationships with advertisers and others involved in the Internet industry. We may not be able to compete with those companies for users and advertisers.

*We may not be able to sustain or grow our business unless we keep up with changes in technology and consumer tastes.*

The Internet and electronic commerce industries are characterized by:

- rapidly changing technology;
- evolving industry standards and practices that could render our website and proprietary technology obsolete;
- changes in consumer tastes and user demands;
- challenges, such as "click fraud," that cast doubt on otherwise legitimate activities and practices; and
- frequent introductions of new services or products that embody new technologies.

Our future performance will depend, in part, on our ability to develop, license or acquire leading technologies and program formats, enhance our existing services and respond to technological advances and consumer tastes and emerging industry standards and practices on a timely and cost-effective basis. Developing website and other proprietary technology involves significant technical and business risks. We also cannot assure you that we will be able to successfully use new technologies or adapt our website and proprietary technology to emerging industry standards. We may not be able to remain competitive or sustain growth if we do not adapt to changing market conditions or customer requirements.

*We intend to rely on third parties to maintain our systems and, if these third parties fail to perform their services adequately, we could experience disruptions in our operations.*

A key element of our strategy will be to generate a high volume of traffic to our forums. Our ability to generate revenues will depend substantially on the number of customers who use our website. Accordingly, the satisfactory performance, reliability and availability of our website and network infrastructure are critical to our ability to generate revenues, as well as to our reputation.

*We face significant competition from large-scale Internet content, product and service aggregators, principally Google, Microsoft and AOL.*

We face significant competition from companies, principally Google, Microsoft, and AOL that have developed or acquired similar online social networking sites. These services may directly compete with us for affiliate and advertiser arrangements, which will be key to our business and operating results. Some of these competitors offer services that indirectly compete with our services: these include consumer e-mail services, desktop search, local search, and instant messaging services; photos, maps, video sharing, content channels, mobile applications, and shopping services; movie, television, music, book, periodical, news, sports, and other media holdings; access to a network of cable and other broadband users and delivery technologies; advertising offerings; and considerable resources for future growth and expansion. Some of the existing competitors and possible additional entrants may have greater operational, strategic, financial, personnel or other resources than we do, as well as greater brand recognition either overall or for certain products and services. We expect these competitors increasingly to use their financial and engineering resources to compete with us, individually and potentially in combination with each other. In certain of these cases, our competition has a direct billing relationship with a greater number of their users through Internet access and other services than we have with our users through our premium services. This relationship may permit such competitors to be more effective than us in targeting services and advertisements to the specific preferences of their users thereby giving them a competitive advantage. If our competitors are more successful than we are in developing compelling products or attracting and retaining users, advertisers, or publishers, then our revenues and growth rates could decline.

*We face significant competition from traditional media companies which could adversely affect our future operating results.*

We also compete with traditional media companies for advertising, both offline as well as increasingly with their online assets as media companies offer more content directly from their own websites. Most advertisers currently spend only a small portion of their advertising budgets on Internet advertising. If we fail to persuade existing advertisers to retain and increase their spending with us and if we fail to persuade new advertisers to spend a portion of their budget on advertising with us, our revenues could decline and our future operating results could be adversely affected.

*We anticipate that the majority of our revenues will be derived from advertising to our users, and the reduction in spending by or loss of current or potential advertisers would cause our revenues and operating results to decline.*

We anticipate that we will primarily rely on our ability to generate revenues from *advertising to our users* rather than from memberships. Our ability to develop revenue from advertising revenue depends upon:

- establishing and maintaining our user base;
- establishing and maintaining our popularity as an Internet destination site;
- broadening our relationships with advertisers to small-and medium-sized businesses;

- attracting advertisers to our user base;
- increasing demand for our services by advertisers, users, businesses and affiliates, including prices paid by advertisers, the number of searches performed by users, the rate at which users click-through to commercial search results and advertiser perception of the quality of leads generated by our forums;
- the successful implementation and acceptance of our advertising exchange by advertisers, networks, affiliates, and publishers;
- the successful development and deployment of technology improvements to our advertising platform;
- establishing and maintaining our affiliate program for our search marketing;
- deriving better demographic and other information from our users; and
- driving acceptance of the Web in general and of our site in particular by advertisers as an advertising medium.

We anticipate that our agreements with advertisers will likely have terms of one year or less, or may be terminated at any time by the advertiser. Accordingly, it is difficult to forecast advertising revenues accurately. Any reduction in spending by or loss of existing or potential future advertisers would cause our revenues to decline. Further, we may be unable to adjust spending quickly enough to compensate for any unexpected revenue shortfall.

***Decreases or delays in advertising spending by our advertisers due to general economic conditions could harm our ability to generate advertising revenues.***

Expenditures by advertisers tend to be cyclical, reflecting overall economic conditions and budgeting and buying patterns. Since we derive most of our revenues from advertising, any decreases in or delays in advertising spending due to general economic conditions could reduce our revenues or negatively impact our ability to grow our revenues.

***Our intellectual property rights are valuable, and any inability to protect them could reduce the value of our brand image and harm our business and our operating results.***

We hope to create, own and maintain a wide array of intellectual property assets, including copyrights, patents, trademarks, trade dress, trade secrets and rights to certain domain names, which we believe will be among our most valuable assets. We seek to protect our intellectual property assets through patent, copyright, trade secret, trademark and other laws of the U.S. and other countries of the world, and through contractual provisions. The efforts we have taken or will take to protect our intellectual property and proprietary rights may not be sufficient or effective at stopping unauthorized use of those rights. In addition, effective trademark, patent, copyright and trade secret protection may not be available or cost-effective in every country in which our products and media properties are distributed or made available through the Internet. There may be instances where we are not able to fully protect or utilize our intellectual property assets in a manner to maximize competitive advantages. Protection of the distinctive elements of our site may not be available under copyright law or trademark law. If we are unable to protect our proprietary rights from unauthorized use, the value of our brand image may be reduced. Any impairment of our brand could negatively impact our business. In addition, protecting our intellectual property and other proprietary rights is expensive and time consuming. Any increase in the unauthorized use of our intellectual property could make it more expensive to do business and consequently harm our operating results.

***We are subject to U.S. and foreign government regulation of Internet services which could subject us to claims, judgments and remedies including monetary liabilities and limitations on our business practices.***

We are subject to regulations and laws directly applicable to providers of Internet content and services. In addition, we will also be subject to any new laws and regulations directly applicable to our domestic and international activities. We may incur substantial liabilities for expenses necessary to defend such litigation or to comply with these laws and regulations, as well as potential substantial penalties for any failure to comply. Compliance with these laws and regulations may also cause us to change or limit our business practices in a manner adverse to our business.

***We rely on third-party providers for our principal Internet connections and technologies, databases and network services critical to our properties and services, and any errors, failures or disruption in the services provided by these third parties could significantly harm our business and operating results.***

We rely on private third-party providers for our principal Internet connections, co-location of a significant portion of our data servers and network access. Any disruption, from natural disasters, technology malfunctions, sabotage or other factors, in the Internet or network access or co-location services provided by these third-party providers or any failure of these third-party providers to handle current or higher volumes of use could significantly harm our business, operating results and financial condition. We have little control over these third-party providers, which increases our vulnerability to disruptions or problems with their services. Any financial difficulties experienced by our providers may have negative effects on our business, the nature and extent of which we cannot predict.

Furthermore, we depend on hardware and software suppliers for prompt delivery, installation and service of servers and other equipment to deliver our services. Any errors, failures, interruptions or delays experienced in connection with these third-party technologies and information services could negatively impact our relationship with users and adversely affect our brand, our business, and operating results.

*If we are not able to retain the full-time services of senior management, there may be an adverse effect on our operations and/or our operating performance until we find suitable replacements.*

Our business is dependent, to a large extent, upon the services of our senior management. We do not maintain key person life insurance for any members of our senior management at this time. We currently have an employment agreement with Mr. Sabnani, which has a three-year term. The loss of services of this person or any other key members of our senior management could adversely affect our business until suitable replacements can be found. There may be a limited number of personnel with the requisite skills to serve in these positions, and we may be unable to locate or employ such qualified personnel on acceptable terms.

*Potential changes in accounting practices and/or taxation may adversely affect our financial results.*

We cannot predict the impact that future changes in accounting standards or practices may have on our financial results. New accounting standards could be issued that could change the way we record revenues, expenses, assets, and liabilities. These changes in accounting standards could adversely affect our reported earnings. Increases in direct and indirect income tax rates could affect after-tax income. Equally, increases in indirect taxes could affect our products' affordability and reduce our sales.

*Volatility of stock price may restrict sale opportunities.*

Our stock price is affected by a number of factors, including stockholder expectations, financial results, the introduction of new products by us and our competitors, general economic and market conditions, estimates and projections by the investment community and public comments by other persons, and many other factors, many of which are beyond our control. We may be unable to achieve analysts' earnings forecasts, which may be based on projected volumes and sales of many product types and/or new products, certain of which are more profitable than others. There can be no assurance that we will achieve projected levels or mixes of product sales. As a result, our stock price is subject to significant volatility and stockholders may not be able to sell our stock at attractive prices.

*Our cash flow may not be sufficient to fund our long-term goals.*

We may be unable to generate sufficient cash flow to support our capital expenditure plans and general operating activities. In addition, the terms and/or availability of our credit facility and/or the activities of our creditors could affect the financing of our future growth.

*We are subject to the reporting requirements of federal securities laws, which will be expensive.*

We are a public reporting company in the U.S. and, accordingly, subject to the information and reporting requirements of the Exchange Act and other federal securities laws, and the compliance obligations of the Sarbanes-Oxley Act. The costs of preparing and filing annual and quarterly reports, proxy statements and other information with the SEC and furnishing audited reports to stockholders will cause our expenses to be higher than they would be if we remained a privately-held company. In addition, we will incur substantial expenses in connection with the preparation of the registration statement and related documents with respect to the registration of resales of the shares and the reporting of the Merger.

*Because we became public by means of a "reverse merger," we may not be able to attract the attention of major brokerage firms.*

Additional risks may exist since we will become public through a "reverse merger." Securities analysts of major brokerage firms may not provide coverage of us since there is little incentive to brokerage firms to recommend the purchase of our common stock. No assurance can be given that brokerage firms will want to conduct any secondary offerings on behalf of our company in the future.

*Our compliance with the Sarbanes-Oxley Act and SEC rules concerning internal controls will be time consuming, difficult and costly.*

It will be time consuming, difficult and costly for us to develop and implement the internal controls and reporting procedures required by Sarbanes-Oxley after the Merger. We will need to hire additional financial reporting, internal control, and other finance staff in order to develop and implement appropriate internal controls and reporting procedures. If we are unable to comply with Sarbanes-Oxley's internal controls requirements, we may not be able to obtain the independent accountant certifications that Sarbanes-Oxley Act requires publicly-traded companies to obtain.

*Our inability to diversify our operations may subject us to economic fluctuations within our industry.*

Our limited financial resources reduce the likelihood that we will be able to diversify our operations. Our probable inability to diversify our activities into more than one business area will subject us to economic fluctuations within the Internet industry and therefore increase the risks associated with our operations.

*We may not be able to achieve the benefits we expect to result from the Merger.*

On April 2, 2008, we entered into the Merger Agreement and closed the Merger. We may not realize the benefits that we presently hope to receive as a result of the Merger, which includes:

- access to the capital markets of the United States;
- the increased market liquidity expected to result from the Merger;
- the ability to use registered securities to make acquisition of assets or businesses;
- increased visibility in the financial community;
- enhanced access to the capital markets;
- improved transparency of operations; and
- perceived credibility and enhanced corporate image of being a publicly traded company.

There can be no assurance that any of the anticipated benefits of the Merger will be realized in respect to our business operations. In addition, the attention and effort devoted to achieving the benefits of the Merger and attending to the obligations of being a public company, such as reporting requirements and securities regulations, could significantly divert management's attention from other important issues, which could materially and adversely affect our operating results or stock price in the future.

*Upon closing of the Merger, we will operate as a public company subject to evolving corporate governance and public disclosure regulations that may result in additional expenses and continuing uncertainty regarding the application of such regulations.*



Changing laws, regulations, and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002 and related rules and regulations, are creating uncertainty for public companies. We are presently evaluating and monitoring developments with respect to new and proposed rules and cannot predict or estimate the amount of the additional compliance costs we may incur or the timing of such costs. These new or changed laws, regulations, and standards are subject to varying interpretations, in many cases due to their lack of specificity, and as a result, their application in practice may evolve over time as new guidance is provided by courts and regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. Maintaining appropriate standards of corporate governance and public disclosure may result in increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities. In addition, if we fail to comply with new or changed laws, regulations, and standards, regulatory authorities may initiate legal proceedings against us and our business and our reputation may be harmed.

We also expect these new rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our Board of Directors or as executive officers.

We are currently evaluating and monitoring developments with respect to these new rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

***Following the Merger, our shares may have limited liquidity.***

Following the Merger, a substantial portion of our shares of common stock will be subject to registration, and will be closely held by certain insider investors. Consequently, the public float for the shares may be highly limited. As a result, should you wish to sell your shares into the open market you may encounter difficulty selling large blocks of your shares or obtaining a suitable price at which to sell your shares.

***Our stock price may be volatile, which may result in losses to our stockholders.***

The stock markets have experienced significant price and trading volume fluctuations, and the market prices of companies quoted on the Over-The-Counter Bulletin Board, where our shares of common stock will be quoted, generally have been very volatile and have experienced sharp share-price and trading-volume changes. The trading price of our common stock is likely to be volatile and could fluctuate widely in response to many of the following factors, some of which are beyond our control:

- variations in our operating results;
- changes in expectations of our future financial performance, including financial estimates by securities analysts and investors;
- changes in operating and stock price performance of other companies in our industry;
- additions or departures of key personnel; and
- future sales of our common stock.

Domestic and international stock markets often experience significant price and volume fluctuations. These fluctuations, as well as general economic and political conditions unrelated to our performance, may adversely affect the price of our common stock. In particular, following initial public offerings, the market prices for stocks of companies often reach levels that bear no established relationship to the operating performance of these companies. These market prices are generally not sustainable and could vary widely. In the past, following periods of volatility in the market price of a public company's securities, securities class action litigation has often been initiated.

***Upon the closing of the Merger, our officer and director will own a substantial portion of our outstanding common stock, which will enable him to influence many significant corporate actions and in certain circumstances may prevent a change in control that would otherwise be beneficial to our stockholders.***

Upon the closing of the Merger, our designated director and executive officer, Mr. Sabnani, will beneficially control approximately 52.9% of our outstanding shares of common stock. Such stockholder could have a substantial impact on matters requiring the vote of the stockholders, including the election of our directors and most of our corporate actions. This control could delay, defer, or prevent others from initiating a potential merger, takeover or other change in our control, even if these actions would benefit our stockholders and us. This control could adversely affect the voting and other rights of our other stockholders and could depress the market price of our common stock.

*If we fail to maintain the adequacy of our internal controls, our ability to provide accurate financial statements and comply with the requirements of the Sarbanes-Oxley Act could be impaired, which could cause our stock price to decrease substantially.*

Since, prior to the Merger, General operated as a private company without public reporting obligations, and it had committed limited personnel and resources to the development of the external reporting and compliance obligations that would be required of a public company. Recently, we have taken measures to address and improve our financial reporting and compliance capabilities and we are in the process of instituting changes to satisfy our obligations in connection with joining a public company, when and as such requirements become applicable to us. Prior to taking these measures, we did not believe we had the resources and capabilities to do so. We plan to obtain additional financial and accounting resources to support and enhance our ability to meet the requirements of being a public company. We will need to continue to improve our financial and managerial controls, reporting systems and procedures, and documentation thereof. If our financial and managerial controls, reporting systems, or procedures fail, we may not be able to provide accurate financial statements on a timely basis or comply with the Sarbanes-Oxley Act of 2002 as it applies to us. Any failure of our internal controls or our ability to provide accurate financial statements could cause the trading price of our common stock to decrease substantially.

*Our common shares may be thinly-traded, and you may be unable to sell at or near ask prices or at all if you need to sell your shares to raise money or otherwise desire to liquidate such shares.*

The Company cannot predict the extent to which an active public market for its common stock will develop or be sustained due to a number of factors, including the fact that we are a small company that is relatively unknown to stock analysts, stock brokers, institutional investors, and others in the investment community that generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk-averse and would be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we became more seasoned and viable. As a consequence, there may be periods of several days or more when trading activity in our shares is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. We cannot give you any assurance that a broader or more active public trading market for our common stock will develop or be sustained, or that current trading levels will be sustained.

The market price for our common stock may be particularly volatile given our status as a relatively small company with a presumably small and thinly-traded "float" and lack of current revenues that could lead to wide fluctuations in our share price. You may be unable to sell your common stock at or above your purchase price if at all, which may result in substantial losses to you.

The market for our common shares may be characterized by significant price volatility when compared to seasoned issuers, and we expect that our share price will be more volatile than a seasoned issuer for the indefinite future. The potential volatility in our share price is attributable to a number of factors. First, as noted above, our common shares may be sporadically and/or thinly traded. As a consequence of this lack of liquidity, the trading of relatively small quantities of shares by our stockholders may disproportionately influence the price of those shares in either direction. The price for our shares could, for example, decline precipitously in the event that a large number of our common shares are sold on the market without commensurate demand, as compared to a seasoned issuer that could better absorb those sales without adverse impact on its share price. Secondly, an investment in us is a speculative or "risky" investment due to our lack of revenues or profits to date and uncertainty of future market acceptance for current and potential products. As a consequence of this enhanced risk, more risk-adverse investors may, under the fear of losing all or most of their investment in the event of negative news or lack of progress, be more inclined to sell their shares on the market more quickly and at greater discounts than would be the case with the stock of a seasoned issuer.

Stockholders should be aware that, according to SEC Release No. 34-29093, the market for penny stocks has suffered in recent years from patterns of fraud and abuse. Such patterns include (1) control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer; (2) manipulation of prices through pre-arranged matching of purchases and sales and false and misleading press releases; (3) boiler room practices involving high-pressure sales tactics and unrealistic price projections by inexperienced sales persons; (4) excessive and undisclosed bid-ask differential and markups by selling broker-dealers; and (5) the wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the resulting inevitable collapse of those prices and with consequent investor losses. Our management is aware of the abuses that have occurred historically in the penny stock market. Although we do not expect to be in a position to dictate the behavior of the market or of broker-dealers who participate in the market, management will strive within the confines of practical limitations to prevent the described patterns from being established with respect to our securities. The occurrence of these patterns or practices could increase the volatility of our share price.

***We do not anticipate paying any cash dividends.***

We presently do not anticipate that we will pay any dividends on any of our capital stock in the foreseeable future. The payment of dividends, if any, would be contingent upon our revenues and earnings, if any, capital requirements, and general financial condition. The payment of any dividends will be within the discretion of our Board of Directors. We presently intend to retain all earnings, if any, to implement our business plan; accordingly, we do not anticipate the declaration of any dividends in the foreseeable future.

***Our common stock may be subject to penny stock rules, which may make it more difficult for our stockholders to sell their common stock.***

Broker-dealer practices in connection with transactions in "penny stocks" are regulated by certain penny stock rules adopted by the Securities and Exchange Commission ("SEC"). Penny stocks generally are equity securities with a price of less than \$5.00 per share. The penny stock rules require a broker-dealer, prior to a purchase or sale of a penny stock not otherwise exempt from the rules, to deliver to the customer a standardized risk disclosure document that provides information about penny stocks and the risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. In addition, the penny stock rules generally require that prior to a transaction in a penny stock the broker-dealer make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for a stock that becomes subject to the penny stock rules.

***Volatility in our common stock price may subject us to securities litigation.***

The market for our common stock is characterized by significant price volatility when compared to seasoned issuers, and we expect that our share price will continue to be more volatile than a seasoned issuer for the indefinite future. In the past, plaintiffs have often initiated securities class action litigation against a company following periods of volatility in the market price of its securities. We may, in the future, be the target of similar litigation. Securities litigation could result in substantial costs and liabilities and could divert management's attention and resources.

***Our past activities and those of our affiliates may lead to future liability for us.***

Prior to our entry into the Merger Agreement, WestCoast engaged in businesses unrelated to those of General. Although the WestCoast's stockholders are providing certain indemnifications against any loss, liability, claim, damage or expense arising out of or based on any breach of or inaccuracy in any of their representations and warranties made regarding such acquisition, any liabilities relating to such prior business against which we are not completely indemnified may have a material adverse effect on our company.

*We may need additional capital, and the sale of additional shares or other equity securities could result in additional dilution to our stockholders.*

We believe that our current cash and cash equivalents and anticipated cash flow from operations may not be sufficient to meet our anticipated cash needs for the near future. We may seek to sell additional equity or debt securities or obtain a credit facility. The sale of additional equity securities could result in additional dilution to our stockholders. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

*Our auditors have questioned our ability to continue operations as a “going concern.” Investors may lose all of their investment if we are unable to continue operations and generate revenues.*

We hope to obtain significant revenues from future sales. In the absence of significant sales and profits, we will seek to raise additional funds to meet our working capital needs principally through the additional sales of our securities. However, we cannot guaranty that we will be able to obtain sufficient additional funds when needed, or that such funds, if available, will be obtainable on terms satisfactory to us. As a result, our auditors believe that substantial doubt exists about our ability to continue operations. In the event we are not able to continue operations, our securities will become worthless.

#### SELECTED FINANCIAL DATA

You should read the summary financial data set forth below in conjunction with “*Management’s Discussion and Analysis of Financial Condition or Plan of Operations*” and General’s financial statements and the related notes included elsewhere in this report. We derived the financial data for the fiscal years ended December 31, 2007 and 2006, from General’s audited financial statements included in this report. The historical results are not necessarily indicative of the results to be expected for any future period.

Income Statement	Year Ending December 31, 2007	Year Ending December 31, 2006
Net Revenue	31,195	23,414
Operating Expenses	50,491	23,470
Loss from Operations	(19,296)	(56)
Net Loss Per Share	(0.00)	(0.00)

Balance Sheet	December 31, 2007	December 31, 2006
Total Assets	8,838	1,498
Total Liabilities	0	800
Shareholders’ Equity	8,838	698

The transaction contemplated under the Merger Agreement is deemed to be a reverse acquisition, where WestCoast (the legal acquirer) is considered the accounting acquiree and General (the legal acquiree) is considered the accounting acquirer. The assets and liabilities will be transferred at their historical cost with the capital structure of WestCoast. WestCoast is deemed a continuation of the business of General, and the historical financial statements of General will become the historical financial statements of WestCoast; therefore, the pro forma financial information of WestCoast will not be presented in this report.

**Item 2. Managements Discussion and Analysis of Plan of Operation.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATIONS**

*The following discussion should be read in conjunction with the financial information included elsewhere in this Form 8-K, including the Company's audited financial statements for the years ended December 31, 2007 and 2006 and related notes. Because of the reverse acquisition, the following discussion relates to the separate financial statements of General, and reference to the "Company" and to "we," "our," and similar words refer to General.*

**Forward Looking Statements**

This Current Report on Form 8-K contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 that are based on current management's expectations. These statements may be identified by their use of words like "plans," "expect," "aim," "believe," "projects," "anticipate," "intend," "estimate," "will," "should," "could," and other expressions that indicate future events and trends. All statements that address expectations or projections about the future, including statements about our business strategy, expenditures, and financial results are forward-looking statements. Our management believes that the expectations reflected in such forward-looking statements are reasonable. However, management cannot assure you that such expectations will occur.

Actual results could differ materially from those in the forward looking statements due to a number of uncertainties including, but not limited to, those discussed in this section. Factors that could cause future results to differ from these expectations include general economic conditions, further changes in our business direction or strategy; competitive factors, and an inability to attract, develop, or retain technical, consulting, managerial, agents, or independent contractors. As a result, the identification and interpretation of data and other information and their use in developing and selecting assumptions from and among reasonable alternatives requires the exercise of judgment. To the extent that the assumed events do not occur, the outcome may vary substantially from anticipated or projected results, and accordingly, no opinion is expressed on the achievability of those forward-looking statements. No assurance can be given that any of the assumptions relating to the forward-looking statements specified in the following information are accurate, and management assumes no obligation to update any such forward-looking statements. You should not unduly rely on these forward-looking statements, which speak only as of the date of this Current Report. Except as required by law, management is not obligated to release publicly any revisions to these forward-looking statements to reflect events or circumstances occurring after the date of this report or to reflect the occurrence of unanticipated events.

**Overview of General Mayhem**

General is an Internet company that specializes in developing online forums and message boards designed to engage, provide information to and gather information from users. Our goal is to create the best user experience for our online forum communities and value for our forum owners. General was organized under the laws of the State of California on May 6, 2004.

As a result of the Merger, General was deemed to be the acquirer for accounting purposes. Accordingly, the financial statement data presented are those of General for all periods.

**Critical Accounting Policies and Estimates**

**Use of Estimates.** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported periods. Actual results could materially differ from those estimates.

**Cash Equivalents.** For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid instruments purchased with maturity of three months or less to be cash equivalents. At December 31, 2007 and 2006, the Company had no cash equivalents.

**Fair Value of Financial Instruments.** Pursuant to Statement of Financial Accounting Standards (SFAS) No. 107, “*Disclosures About Fair Value of Financial Instruments*”, the Company is required to estimate the fair value of all financial instruments included on its balance sheet. The carrying value of cash and equivalents prepaid expense, accounts payable and accrued expenses approximate their fair value due to the short period to maturity of these instruments.

**Identifiable Intangible Assets.** In accordance with SFAS No. 142, “*Goodwill and Other Intangible Assets*”, goodwill and intangible assets with indefinite lives are not amortized but instead are measured for impairment at least annually in the fourth quarter, or when events indicate that an impairment exists. As required by SFAS 142, in the impairment tests for indefinite-lived intangible assets, the Company compares the estimated fair value of the indefinite-lived intangible assets, website domain names, using a combination of discounted cash flow analysis and market value comparisons. If the carrying value exceeds the estimate of fair value, the Company calculates the impairment as the excess of the carrying value over the estimate of fair value and accordingly, records the loss.

Intangible assets that are determined to have definite lives are amortized over their useful lives and are measured for impairment only when events or circumstances indicate the carrying value may be impaired in accordance with SFAS 144 discussed below.

**Impairment of Long-Lived Assets.** In accordance with SFAS No. 144, “*Accounting for the Impairment or Disposal of Long-Lived Assets*” (SFAS 144), the Company estimates the future undiscounted cash flows to be derived from the asset to assess whether or not a potential impairment exists when events or circumstances indicate the carrying value of a long-lived asset may be impaired. If the carrying value exceeds the Company’s estimate of future undiscounted cash flows, the Company then calculates the impairment as the excess of the carrying value of the asset over the Company’s estimate of its fair value.

**Income Taxes.** The Company accounts for income taxes under SFAS 109, “*Accounting for Income Taxes*”. Under the asset and liability method of SFAS 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Under SFAS 109, the effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period the enactment occurs. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. A valuation allowance is provided for certain deferred tax assets if it is more likely than not that the Company will not realize tax assets through future operations.

**Comprehensive Income.** The Company applies Statement of Financial Accounting Standards No. 130, “*Reporting Comprehensive Income*” (SFAS 130). SFAS 130 establishes standards for the reporting and display of comprehensive income or loss, requiring its components to be reported in a financial statement that is displayed with the same prominence as other financial statements. For the years ended December 31, 2007 and 2006, the Company had no other components of comprehensive loss other than the net loss as reported on the statement of operations.

**Revenue Recognition.** Revenues are to be recognized in accordance with Staff Accounting Bulletin (SAB) No. 101, “*Revenue Recognition in Financial Statements*,” as amended by SAB No. 104, “*Revenue Recognition*” when (a) persuasive evidence of an arrangement exists, (b) the services have been provided to the customer, (c) the fee is fixed or determinable, and (d) collectability is reasonably assured.

**Our Business.** General (“we” or “the Company”) is an internet company that specializes in the developing and hosting forum-based websites, and is headquartered in Northridge, California. Our business began on May 6, 2004.

**Liquidity and Capital Resources.** Our total assets were \$8,838 as of December 31, 2007, which consisted of cash of \$1,428, property and equipment with a net value of \$510, and intangible assets of \$6,900, represented by our domain names and other intellectual property owned. In conjunction with consummation of the Merger, WestCoast issued 1,000,000 shares of common stock sold pursuant to a private placement offering conducted in reliance on that exemption from the registration and prospectus delivery requirements as specified in Regulation S in exchange for cash of \$890,000. We estimate that our cash on hand subsequent to the offering may be sufficient for it to continue and expand current operations for the next twelve months. If not, we will either have to raise additional capital through the issuance of debt or equity.

Our current liabilities as of December 31, 2007 totaled \$0. We had no other liabilities and no long-term commitments or contingencies at December 31, 2007.

## **Results of Operations**

### **For the Year Ended December 31, 2007 as compared to the year ended December 31, 2006.**

**Revenue.** We realized revenues of \$31,195 for the year ended December 31, 2007, in comparison to the \$23,414 that we generated for the year ended December 31, 2006.

**Operating Expenses.** For the year ended December 31, 2007, our operating expenses were \$50,491, resulting in our loss from operations of \$19,296. We also had other income of \$480 for the year ended December 31, 2007. Therefore, our net loss for the year ended December 31, 2007 was \$19,616 after \$800 for provision of income taxes. This is in comparison to our operating expenses of \$23,470 for the year ended December 31, 2006, where our loss from operations was \$56. We also had other income of \$23, such that our loss after provision for income taxes of \$800 was \$833. Because we were able to increase the scope of our operations for the year ended December 31, 2007, we generated greater revenues, at the cost of greater operating expenses than for the same period ending in 2006. We anticipate that we will continue to incur significant general and administrative expenses, but hopes to continue generating increased revenues after developing our business with the funds raised in our recent private offering, and in conjunction with the merger with WestCoast as described above.

**Plan of Operation for the Next Twelve Months.** For the year ended December 31, 2007, we generated revenues of \$31,195. We hope to generate increased revenues in the next twelve months after utilizing the funds raised in our recent offering to expand our online forum offerings and increase the capabilities of our existing online forums. Our failure to do so will hinder our ability to increase the size of our operations and generate additional revenues. If we are not able to generate additional revenues that cover our estimated operating costs, our business may ultimately fail.

We are not currently conducting any research and development activities. We do not anticipate conducting such activities in the near future. Our management believes that we do not require the services of independent contractors to operate at our current level of activity. However, if our level of operations increases beyond the level that our current staff can provide, then we may need to supplement our staff in this manner.

### **Off-balance Sheet Arrangements**

We had no off-balance sheet arrangements at December 31, 2007.

### **Related Party Transactions**

For a description of related party transactions, please see the section of this Current Report entitled "Certain Relationships and Related Transactions."

### **Item 3. Description of Property.**

As of December 31, 2007, we did not own any interests in real estate. We lease approximately 1,578 square feet of office space located in Woodland Hills, California. The term of our lease is March 1, 2008 to December 31, 2008, and our rent is \$3,472 per month. We believe that our facilities are adequate for our needs.

### **Item 4. Security Ownership of Certain Beneficial Owner and Management.**

The following table sets forth certain information regarding the shares of common stock beneficially owned or deemed to be beneficially owned as of April 3, 2008 by (i) each person whom we know beneficially owns more than 5% of our common stock, (ii) each of our directors and those persons who will become our directors on April 19, 2008, (iii) our Chief Executive Officer, and (iv) all of our directors and executive officers as a group.

Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the beneficial owners named in the table below have sole voting and investment power with respect to all shares of our common stock that they beneficially own, subject to applicable community property laws.

In computing the number of shares of common stock beneficially owned by a person and the percentage ownership of that person, we deemed outstanding shares of common stock subject to options or warrants held by that person that are currently exercisable or exercisable within 60 days of April 3, 2008. We did not deem those shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

<u>Name of Beneficial Owner and Address</u>	<u>Amount and Nature of Beneficial Ownership</u>	<u>Percent of Class (3)</u>
Sanjay Sabnani 19069 Braemore Road Northridge, California 91326	21,210,550 (1)	52.95%
Typhoon Capital Consultants, LLC (2) 19069 Braemore Road Northridge, California 91326	21,210,550	52.95%
Vinay Holdings (4) P.O. Box 983 Victoria, Mahe, Republic of Seychelles	2,664,450	6.65%
Suzanne Fischer 4199 Campus Drive, Suite 550 Irvine, California 92612	No shares, Director(5)	0%
<u>All Executive Officers and Directors as a Group</u>	<u>23,875,000</u>	<u>64.90%</u>

(1) Designated Director, Chief Executive Officer, President, Chief Financial Officer, Secretary, Treasurer.

(2) Sanjay Sabnani holds voting and dispositive power over the shares of Typhoon Capital Consultants, LLC.

(3) Based on 40,056,818 common shares issued and outstanding as of April 2, 2008.

(4) Parshotam Shambhunath Vaswani holds voting and dispositive power over the shares of Vinay Holdings, Ltd.

(5) Suzanne Fischer's resignation as a director will be effective ten days after the Schedule 14f-1 is mailed to our stockholders.

#### Item 5. Directors and Executive Officers, Promoters and Control Persons.

##### Appointment of New Officers and Directors

The following table sets forth the names, ages and principal positions of our executive officers and directors as of April 3, 2008, as well as that person who will become our director on April 19, 2008:

<u>Name</u>	<u>Age</u>	<u>Positions held:</u>
Sanjay Sabnani	37	Designated Director, Chief Executive Officer, President, Chief Financial Officer, Secretary, Treasurer
Suzanne Fischer	29	Director (1)

(1) Suzanne Fischer's resignation as a director will be effective ten days after the Schedule 14f-1 is mailed to our stockholders.

##### Biographical Information

**Sanjay Sabnani.** Sanjay Sabnani will be appointed as Chief Executive Officer, President, Chief Financial Officer, Secretary, Treasurer of WestCoast on April 2, 2008 and will be our sole director ten days after the Schedule 14f-1 is mailed to our stockholders. Mr. Sabnani founded General Mayhem, LLC in May 2004. While building General Mayhem, LLC's operations and network communities Mr. Sabnani has served senior executive roles in several public companies including: EVP Strategic Development at Hythiam, Inc. (NASDAQ:HYTM) from April 2004 to December 2007; and President and Director at Venture Catalyst, Inc. (NASDAQ:VCAT), from July 1999 to November 2000. Mr. Sabnani assisted in raising over \$200 million in public equity financing for these companies, and served as the chief strategist and communicator for these businesses during his tenure with each. In addition, Mr. Sabnani has served as Chairman of the Board of two distinguished non-profits: Artwallah (arts festival); and TiE SoCal (venture capital networking). Mr. Sabnani was also the founder of another California charity, EndDependence (scholarships for addiction treatment). Mr. Sabnani received his BA in English Literature from UCLA in 1999. Mr. Sabnani is not an officer or director of any other reporting company.



**Suzanne Fischer.** Suzanne Fischer has been WestCoast's officer and director since January 2008. Ms. Fischer resigned as President, Secretary and Treasurer as of April 2, 2008 and her resignation as a director will become effective ten days after the Schedule 14f-1 is mailed to our stockholders Ms. Fischer has served as a financial analyst for Quest Diagnostics, a provider of diagnostic testing, information and services that patients and doctors need to make healthcare decisions since 2007. Ms. Fischer responsibilities include assisting the controller, assistant controller and sales directors with annual budgets and forecasts. From 1999 to 2006, Ms. Fischer was the assistant manager of operations at Mayan, Inc., where she reconciled cash accounts of all employees, planned and conducted the quarterly and annual physical inventory counts and developed and implemented internal controls to reduce employee theft. Ms. Fischer will complete her Bachelor of Science degree in accountancy from California State University, Northridge in May 2008. Ms. Fischer is not an officer or director of any other reporting company.

There are no family relationships among our directors or among our executive officers.

Our Board of Directors does not have an Audit Committee, Compensation Committee, or Nominating and Corporate Governance Committee because, due to the Board's composition and our relatively limited operations, we are able to effectively manage the issues normally considered by such committees. Our new Board of Directors may undertake a review of the need for these committees.

Security holders may send communications to our board of directors by writing to 20300 Ventura Blvd. Suite 330, Woodland Hills, CA 91364, attention Board of Directors or any specified director. Any correspondence received at the foregoing address to the attention of one or more directors is promptly forwarded to such director or other directors.

**Item 6. Executive Compensation**

The following executive compensation disclosure reflects all compensation for the years ended December 31, 2007, received by our principal executive officer, principal financial officer, and most highly compensated executive officers. We refer to these individuals in this Current Report as "named executive officers."

**Summary Compensation**

The following table reflects all compensation awarded to, earned by or paid to the named executive officers of General for the years ended December 31, 2007 and 2006:

<b>Name and Principal Position</b>	<b>Fiscal Year Ended</b>	<b>Salary (\$)</b>	<b>Bonus (\$)</b>	<b>Stock Awards (\$)</b>	<b>Option Awards (\$)</b>	<b>Non-Equity Incentive Plan Comp (\$)</b>	<b>Nonqualified Deferred Comp Earnings (\$)</b>	<b>All Other Comp (\$)</b>	<b>Total (\$)</b>
Sanjay Sabnani, Chief Executive Officer, President, Chief Financial Officer, Secretary, Treasurer, Director	2007	-	-	-	-	-	-	-	-
	2006	-	-	-	-	-	-	-	-

We did not grant any options during the last fiscal year. We have no plan pursuant to which stock options and other equity-based awards may be made to our directors, officers, employees, consultants, or third-party service providers.

Our directors will not be compensated, and our directors have not been paid any compensation in the past.

**Item 7. Certain Relationships and Related Transactions.**

There are no material relationships between the Company and the current director and executive officers or any of the persons expected to become directors or executive officers of the Company other than the transactions and relationships described below, or contemplated in the Merger Agreement.

Upon the closing of the Merger ("Closing"), Roger Arnet, a former officer, director and principal shareholder of WestCoast sold 56,818 of his shares in a private transaction and agreed to cancel the balance of his interest in WestCoast in exchange for certain computer related assets of WestCoast, valued at approximately \$670.

In March 2008, Typhoon Capital, the principal member of General, purchased various strategic websites and domain names on behalf of General in exchange for a promissory note payable in the amount of \$94,020. This note is due in 2 years and accrues interest at the rate of 10% beginning in May 2008.

In addition, Typhoon Capital also advanced \$300,000 in cash to General and made a payment in the amount of \$6,000 to a vendor of General. As a result, General issued a promissory note payable in the amount of \$306,000. The note is due in 2 years and accrues interest at the rate of 10% beginning in May 2008.

In March 2008, Typhoon Capital transferred a total of 8.2% membership interest in General. 3.5% membership interest was transferred into a trust for parties related to the member, and 4.7% was transferred to non-related parties.

Effective ten days after the Schedule 14f-1 is mailed to our stockholders, we will not have any independent directors. The determination of independence of directors has been made using the definition of "independent director" contained under Rule 4200(a)(15) of the Rules of National Association of Securities Dealers.

**Item 8. Description of Securities.**

Our authorized capital stock consists of 975,000,000 common shares, par value \$.001 per share. On April 2, 2008, there were 40,056,818 common shares issued and outstanding.

Our common stock is the only class of voting securities issued and outstanding. Holders of our common shares are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. Holders of our common shares do not have cumulative voting rights.

The holders of our common shares are entitled to dividends when and if declared by our Board of Directors from legally available funds. The holders of our common shares are also entitled to share pro rata in any distribution to stockholders upon our liquidation or dissolution.

**PART II**

**Item 1. Market Price of and Dividends on the Company's Common Equity and Related Stockholder Matters.**

Our common shares are not listed on any stock exchange, but are quoted on the OTC Bulletin Board under the symbol "WCGE." We have filed the requisite paperwork for a new symbol in conjunction with our name change, and we expect to receive the new symbol within 10 business days. Our CUSIP Number changed from 95751V 102 to \_\_\_\_\_.

As of April 4, 2008, shares of our common stock have not traded on the OTC Bulletin Board.

The approximate number of stockholders of record at April 8, 2008 was 22. The number of stockholders of record does not include beneficial owners of our common stock, whose shares are held in the names of various dealers, clearing agencies, banks, brokers and other fiduciaries.

We have declared no dividends on our common shares and are not subject to any restrictions that limit such ability. Dividends are declared at the sole discretion of our Board of Directors. We intend to keep future earnings, if any, to finance the expansion of our business, and we do not anticipate that any cash dividends will be paid in the foreseeable future.

**Item 2. Legal Proceedings.**

We are not currently a party to any legal proceedings.

**Item 3. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

At Closing, we dismissed Dale Matheson Carr-Hilton Labonte, LLP ("Dale Matheson") as our principal accountant effective on such date, and we appointed Mendoza Berger & Company, LLP ("Mendoza") as our new principal accountant. Dale Matheson's report on our financial statements for fiscal years 2006 and 2007 did not contain an adverse opinion or a disclaimer of opinion, nor was it qualified or modified as to uncertainty, audit scope, or accounting principles, with the exception of a qualification with respect to uncertainty as to our ability to continue as a going concern. The decision to change accountants was recommended and approved by our Board of Directors.

During fiscal years 2006 and 2007, and the subsequent interim period through Closing, there were no disagreements with Dale Matheson on any matter of accounting principles or practices, financial statement disclosures, or auditing scope or procedures, which disagreement(s), if not resolved to the satisfaction of Dale Matheson, would have caused them to make reference to the subject matter of the disagreement(s) in connection with their report, nor were there any reportable events as defined in Item 304(a)(1)(iv)(B) of Regulation S-B.

We engaged Mendoza as our new independent accountant as of Closing. During fiscal years 2006 and 2007, and the subsequent interim period through Closing, we nor anyone on our behalf engaged Mendoza regarding either the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements, or any matter that was either the subject of a "disagreement" or a "reportable event," both as such terms are defined in Item 304 of Regulation S-B.

We have requested Dale Matheson to furnish us with a letter addressed to the Commission stating whether it agrees with the statements made by us in this Current Report, and, if not, expressing the respects in which it does not agree. A copy of such letter is attached hereto as Exhibit 16.1.

**Item 4. Recent Sales of Unregistered Securities.**

See Item 3.02 of this Form 8-K, which describes sales of unregistered securities in connection with the Merger and certain registration rights.

**Item 5. Indemnification of Directors and Officers.**

Under our Bylaws, directors and officers will be indemnified to the fullest extent allowed by the law against all damages and expenses suffered by a director or officer being party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative. This same indemnification is provided pursuant to Nevada Revised Statutes, Chapter 78, except the director or officer must have acted in good faith and in a manner that he believed to be in our best interest, and the stockholders or the board of directors unless ordered by a court, must approve any discretionary indemnification.

The general effect of the foregoing is to indemnify a control person, officer or director from liability, thereby making the company responsible for any expenses or damages incurred by such control person, officer or director in any action brought against them based on their conduct in such capacity, provided they did not engage in fraud or criminal activity.

PART F/S

GENERAL MAYHEM, LLC  
REPORT AND FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2007 AND 2006

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Members of General Mayhem, LLC  
Woodland Hills, California

We have audited the accompanying balance sheets of General Mayhem, LLC as of December 31, 2007 and 2006, and the related statements of operations, changes in members' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of General Mayhem, LLC as of December 31, 2007 and 2006 and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As more fully described in Note 2, the Company has incurred recurring operating losses and has an accumulated deficit. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

**Mendoza Berger & Company, LLP**

March 31, 2008  
Irvine, California

GENERAL MAYHEM, LLC  
BALANCE SHEETS  
DECEMBER 31, 2007 AND 2006

	<u>2007</u>	<u>2006</u>
<b>ASSETS</b>		
Current assets:		
Cash	\$ 1,428	\$ 55
Total current assets	1,428	55
Property and equipment, net of accumulated depreciation of \$ 4,690 and \$3,857, respectively	510	1,343
Intangible assets	6,900	100
Total assets	<u>\$ 8,838</u>	<u>\$ 1,498</u>
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
	<u>2007</u>	<u>2006</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ -	\$ 800
Total current liabilities	-	800
Members' equity	8,838	698
Total liabilities and members' equity	<u>\$ 8,838</u>	<u>\$ 1,498</u>

See accompanying notes to financial statements.

GENERAL MAYHEM, LLC  
STATEMENTS OF OPERATIONS  
FOR THE YEARS ENDED DECEMBER 31, 2007 AND 2006

	<u>2007</u>	<u>2006</u>
Revenue	\$ 31,195	\$ 23,414
Operating expenses	<u>(50,491)</u>	<u>(23,470)</u>
Loss from operations	(19,296)	(56)
Other income	<u>480</u>	<u>23</u>
Loss before provision for income taxes	(18,816)	(33)
Provision for income taxes	<u>800</u>	<u>800</u>
Net loss	<u>(19,616)</u>	<u>\$ (833)</u>

See accompanying notes to financial statements.



GENERAL MAYHEM, LLC  
STATEMENTS OF CHANGES IN MEMBERS' EQUITY  
FOR THE YEARS ENDED DECEMBER 31, 2007 AND 2006

Balance, January 1, 2006	\$ 7,531
Contributions	-
Draws	(6,000)
Net loss	<u>(833)</u>
Balance, December 31, 2006	<u>698</u>
Contributions	30,356
Draws	(2,600)
Net loss	<u>(19,616)</u>
Balance, December 31, 2007	<u>\$ 8,838</u>

See accompanying notes to financial statements.

GENERAL MAYHEM, LLC  
 STATEMENTS OF CASH FLOWS  
 FOR THE YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007	2006
<b>Cash flows from operating activities:</b>		
Net loss	\$ (19,616)	\$ (833)
<b>Adjustments to reconcile net loss to net cash used in operating activities:</b>		
Depreciation	833	1,493
<b>Changes in operating assets and liabilities:</b>		
Accounts payable and accrued expenses	(800)	800
Net cash used in operating activities	(19,583)	1,460
<b>Cash flows from investing activities:</b>		
Purchases of intangible assets	(6,800)	-
Net cash used in investing activities	(6,800)	-
<b>Cash flows from financing activities:</b>		
Members' contributions	30,356	-
Members' draw	(2,600)	(6,000)
Net cash provided by (used in) financing activities	27,756	(6,000)
Net increase (decrease) in cash	1,373	(4,540)
Cash, beginning of year	55	4,595
Cash, end of year	\$ 1,428	\$ 55

See accompanying notes to financial statements.

GENERAL MAYHEM, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2007 AND 2006

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

General Mayhem, LLC (“the Company”) was organized under the laws of the State of California on May 6, 2004.

General Mayhem is an internet company that specializes in developing and hosting forum based websites. The Company is headquartered in Northridge, California.

Use of Estimates

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

Cash Equivalents

For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid instruments purchased with maturity of three months or less to be cash equivalents. At December 31, 2007 and 2006, the Company had no cash equivalents.

Fair Value of Financial Instruments

Pursuant to Statement of Financial Accounting Standards (SFAS) No. 107, “*Disclosures About Fair Value of Financial Instruments*”, the Company is required to estimate the fair value of all financial instruments included on its balance sheet. The carrying value of cash and equivalents prepaid expense, accounts payable and accrued expenses approximate their fair value due to the short period to maturity of these instruments.

GENERAL MAYHEM, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2007 AND 2006

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Identifiable Intangible Assets

In accordance with SFAS No. 142, "*Goodwill and Other Intangible Assets*", goodwill and intangible assets with indefinite lives are not amortized but instead are measured for impairment at least annually in the fourth quarter, or when events indicate that an impairment exists. As required by SFAS 142, in the impairment tests for indefinite-lived intangible assets, the Company compares the estimated fair value of the indefinite-lived intangible assets, website domain names, using a combination of discounted cash flow analysis and market value comparisons. If the carrying value exceeds the estimate of fair value, the Company calculates the impairment as the excess of the carrying value over the estimate of fair value and accordingly, records the loss.

Intangible assets that are determined to have definite lives are amortized over their useful lives and are measured for impairment only when events or circumstances indicate the carrying value may be impaired in accordance with SFAS 144 discussed below.

Impairment of Long-Lived Assets

In accordance with SFAS No. 144, "*Accounting for the Impairment or Disposal of Long-Lived Assets*" (SFAS 144), the Company estimates the future undiscounted cash flows to be derived from the asset to assess whether or not a potential impairment exists when events or circumstances indicate the carrying value of a long-lived asset may be impaired. If the carrying value exceeds the Company's estimate of future undiscounted cash flows, the Company then calculates the impairment as the excess of the carrying value of the asset over the Company's estimate of its fair value.

Income Taxes

The Company accounts for income taxes under SFAS 109, "*Accounting for Income Taxes*". Under the asset and liability method of SFAS 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Under SFAS 109, the effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period the enactment occurs. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. A valuation allowance is provided for certain deferred tax assets if it is more likely than not that the Company will not realize tax assets through future operations.

GENERAL MAYHEM, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2007 AND 2006

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Comprehensive Income

The Company applies Statement of Financial Accounting Standards No. 130, "*Reporting Comprehensive Income*" (SFAS 130). SFAS 130 establishes standards for the reporting and display of comprehensive income or loss, requiring its components to be reported in a financial statement that is displayed with the same prominence as other financial statements. For the years ended December 31, 2007 and 2006, the Company had no other components of comprehensive loss other than the net loss as reported on the statement of operations.

Revenue Recognition

Revenues are to be recognized in accordance with Staff Accounting Bulletin (SAB) No. 101, "Revenue Recognition in Financial Statements," as amended by SAB No. 104, "Revenue Recognition" when (a) persuasive evidence of an arrangement exists, (b) the services have been provided to the customer, (c) the fee is fixed or determinable, and (d) collectibility is reasonably assured.

Recent Accounting Pronouncements

SFAS No. 157 – In September 2006, the FASB issued Statement 157, "*Fair Value Measurements*". This Statement defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles (GAAP), and expands disclosures about fair value measurements. This Statement applies under other accounting pronouncements that require or permit fair value measurements, the Board having previously concluded in those accounting pronouncements that fair value is the relevant measurement attribute. Accordingly, this Statement does not require any new fair value measurements. However, for some entities, the application of this Statement will change current practice. This Statement is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. Earlier application is encouraged, provided that the reporting entity has not yet issued financial statements for that fiscal year, including financial statements for an interim period within that fiscal year. The Company is currently assessing the potential effect of SFAS 157 on its financial statements.

GENERAL MAYHEM, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2007 AND 2006

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recent Accounting Pronouncements (Continued)

SFAS No. 158 – In September 2006, the FASB issued Statement No. 158 “*Employers’ Accounting for Defined Benefit Pension and Other Postretirement Plans - an amendment of FASB Statements No. 87, 88, 106, and 132(R)*”. This Statement improves financial reporting by requiring an employer to recognize the overfunded or underfunded status of a defined benefit postretirement plan (other than a multiemployer plan) as an asset or liability in its statement of financial position and to recognize changes in that funded status in the year in which the changes occur through comprehensive income of a business entity or changes in unrestricted net assets of a not-for-profit organization. This Statement also improves financial reporting by requiring an employer to measure the funded status of a plan as of the date of its year-end statement of financial position, with limited exceptions.

An employer with publicly traded equity securities is required to initially recognize the funded status of a defined benefit postretirement plan and to provide the required disclosures as of the end of the fiscal year ending after December 15, 2006. An employer without publicly traded equity securities is required to recognize the funded status of a defined benefit postretirement plan and to provide the required disclosures as of the end of the fiscal year ending after June 15, 2007. The Company believes that the adoption of this standard, will not have a material impact on its financial statements.

SFAS No. 159 – In February 2007, the FASB issued Statement No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115*. This Statement permits entities to choose to measure many financial instruments and certain other items at fair value. The objective is to improve financial reporting by providing entities with the opportunity to mitigate volatility in reported earnings caused by measuring related assets and liabilities differently without having to apply complex hedge accounting provisions. This Statement is expected to expand the use of fair value measurement, which is consistent with the Board’s long-term measurement objectives for accounting for financial instruments. This Statement applies to all entities, including not-for-profit organizations. Most of the provisions of this Statement apply only to entities that elect the fair value option.

GENERAL MAYHEM, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2007 AND 2006

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recent Accounting Pronouncements (Continued)

SFAS No. 141 (revised 2007) – In December 2007, the FASB issued Statement No. 141 (revised 2007), *Business Combinations*. This statement replaces FASB Statement No. 141 *Business Combinations*. The objective of this Statement is to improve the relevance, representational faithfulness, and comparability of the information that a reporting entity provides in its financial reports about a business combination and its effects. To accomplish that, this Statement establishes principles and requirements for how the acquirer 1) recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquire, 2) recognizes and measures the goodwill acquired in the business combination or a gain from a bargain purchase, and 3) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. This Statement applies prospectively to business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008. The Company is currently assessing the potential effect of SFAS 141 (revised 2007) on its financial statements.

SFAS No. 160 – In December 2007, the FASB issued Statement No. 160, *Noncontrolling Interests in Consolidated Financial Statements—an amendment of ARB No. 51*. The objective of this Statement is to improve the relevance, comparability, and transparency of the financial information that a reporting entity provides in its consolidated financial statements by establishing accounting and reporting standards that require 1) the ownership interests in subsidiaries held by parties other than the parent be clearly identified, labeled, and presented in the consolidated statement of financial position within equity, but separate from the parent's equity, 2) the amount of consolidated net income attributable to the parent and to the noncontrolling interest be clearly identified and presented on the face of the consolidated statement of income, 3) changes in a parent's ownership interest while the parent retains its controlling financial interest in its subsidiary be accounted for consistently, 4) when a subsidiary is deconsolidated, any retained noncontrolling equity investment in the former subsidiary be initially measured at fair value, and 5) entities provide sufficient disclosures that clearly identify and distinguish between the interests of the parent and the interests of the noncontrolling owners. This Statement is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. The Company is currently assessing the potential effect of SFAS 160 on its financial statements.

GENERAL MAYHEM, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2007 AND 2006

2. GOING CONCERN

As shown in the accompanying financial statements, the Company has incurred net operating losses for the years ended December 31, 2007 and 2006 and additional debt or equity financing will be required by the Company to fund its activities and to support operations. However, there is no assurance that the Company will be able to obtain additional financing. Furthermore, there is no assurance that rapid technological changes, changing customer needs and evolving industry standards will enable the Company to introduce new products on a continual and timely basis so that profitable operations can be attained.

b

3. INTANGIBLE ASSETS

The Company purchased website domain names for cash in the amount of \$6,800 for the year ended December 31, 2007. Management has determined that there was no impairment of long-lived assets at December 31, 2007 and 2006.

4. ACCRUED EXPENSES

Accrued Wages and Compensated Absences

The Company currently does not have any employees. The majority of development costs and services have been provided to the Company by the founders and outside, third-party vendors. As such, there is no accrual for wages or compensated absences as of December 31, 2007 and 2006.

5. MEMBERS' EQUITY

For the year ended December 31, 2006, the Company had two (2) members, Typhoon Capital, the majority member, with a 50.1% ownership interest and an individual who had a 49.9% ownership interest.

During September 2007, the Company, through Typhoon Capital, purchased the individual's 49.9% ownership interest for \$25,000 in cash. As a result, Typhoon Capital was the sole member and 100.0% owner of the Company.



GENERAL MAYHEM, LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2007 AND 2006

6. PROVISION FOR INCOME TAXES

As of December 31, 2007, the Company has recognized the minimum amount of franchise tax required under California corporation law of \$800. The Company is not currently subject to further federal or state tax since it has incurred losses since its inception.

7. RELATED PARTY TRANSACTIONS

The Company periodically receives cash advances from its sole member for the payment of various expenses. These cash advances bear no interest, are due upon demand, and are to be repaid as cash becomes available. In lieu of repayment, the sole member may request the Company to consider the advances as additional contributions to the member's equity account.

8. SUBSEQUENT EVENTS

Subsequent to the year ended December 31, 2007, the sole member, Typhoon Capital, purchased various strategic websites and domain names on behalf of the company in exchange for a promissory note payable in the amount of \$94,020. This note is due in 2 years and accrues interest at the rate of 10% beginning in May 2008.

In addition, the sole member also advanced \$300,000 in cash to the Company and made a payment in the amount of \$6,000 to a vendor of the Company. As a result, the Company issued a promissory note payable in the amount of \$306,000. The note is due in 2 years and accrues interest at the rate of 10% beginning in May 2008.

In March 2008, the sole member of the Company transferred a total of 8.2% membership interest in the Company. 3.5% membership interest was transferred into a trust for parties related to the member, and 4.7% was transferred to non-related parties.

## PART III

### Item 1. Index to Exhibits

Exhibits are listed and described in Item 9.01 of this Form 8-K.

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

In connection with the Merger, on April 2, 2008, we issued an aggregate of 26,000,000 shares of our common stock to General's members in exchange for their percentage of ownership of General on a pro-rata basis to their General membership. The issuance was made pursuant to Rule 506 under Regulation D promulgated by the SEC. We believe that exemption was available because (i) no advertising or general solicitation was employed in offering the securities, (ii) the offering and sales were made to eleven persons, three of whom were accredited investors and none of whom were non-accredited investors (all of whom received applicable disclosure materials), and (iii) transfer was restricted in accordance with the requirements of the Securities Act of 1933, as amended (including by legending of certificates representing the securities).

Upon the closing of the Merger, we issued and sold an aggregate of 1,000,000 shares of our common stock to two non-U.S. Persons, as that term is defined in Rule 902 (k) of Regulation S as promulgated by the SEC, at a price of \$0.89 per share. We intend to use the net proceeds of the offering for our general working capital purposes. There were no commissions paid on the sale of these shares. The investors were a non-U.S. persons and the sale was made in an offshore transaction. No directed selling efforts were made in the United States by us or any person acting on our behalf. The offer or sale was not made to a U.S. person or for the account or benefit of a U.S. person. The purchasers of the securities certified that they were not U.S. persons and were not acquiring the securities for the account or benefit of any U.S. person. The purchasers of the securities have agreed to resell such securities only in accordance with the provisions of Regulation S or pursuant to registration under the Securities Act of 1933. The shares of common stock issued to the purchaser contain a legend to the effect that transfer is prohibited except in accordance with the provisions of this Regulation S or pursuant to registration under the Securities Act of 1933. We will not register any transfer of the securities unless such transfer is made in accordance with the provisions of Regulation S or pursuant to registration under the Securities Act of 1933.

### Item 5.01. Changes in Control of Registrant.

The Merger resulted in a change in control of WestCoast on April 2, 2008. See Item 2.01 "Completion of Acquisition or Disposition of Assets" above.

### Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Pursuant to the Merger Agreement, concurrently with the closing of the Merger, Suzanne Fischer resigned as WestCoast's Director, President, Secretary, and Treasurer. Also on that date, Sanjay Sabnani was appointed as our President, Chief Executive Officer, and Chief Financial Officer. See Part I, Item 5 "Directors and Executive Officers, Promoters and Control Persons;" Part I, Item 6 "Executive Compensation;" and Item 2.01 "Completion of Acquisition or Disposition of Assets;" above.

On April 2, 2008, Mr. Sabnani was appointed as a member of our board of directors. However, such director appointment will not be effective until at least ten days after an Information Statement is mailed or delivered to all of our stockholders in compliance with Section 14(f) of the Securities Exchange Act of 1934, as amended, and Rule 14(f)-1 thereunder. Ms. Fischer resignation as a director ten days after the filing of the Schedule 14f-1 with the SEC and its mailing to all of our stockholders of record as of such date. The Schedule 14f-1 was filed on April 3, 2008 and is anticipated to be mailed to our stockholders on April 9, 2008. A description of the newly appointed director can be found in Item 2.01 above, in the section titled "Directors and Executive Officers, Promoters and Control Persons."

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

We filed a Certificate of Change with the State of Nevada to effect a 13-for-1 split of our authorized and outstanding common shares, effective March 27, 2008. We filed a certificate of merger to effect the merger of our wholly owned subsidiary, General Mayhem, Inc. (which General Mayhem Acquisition Corp. merged into) with and into the Company, effective April 8, 2008. In connection with that merger, the Company changed its name to CrowdGather, Inc.

### Item 5.06. Change in Shell Company Status.

As the result of the completion of the Mergers, WestCoast is no longer a shell company, as that term is defined in Rule 12b-2 under the Exchange Act. See Item 2.01 "Completion of Acquisition or Disposition of Assets" above.

**Item 9.01. Financial Statements and Exhibits.**

(a) Financial Statements. See page 23.

(b) Shell Company Transactions. See (a) above.

(c) Exhibits.

**Exhibit No.      Description**

2.1*	Agreement and Plan of Merger by and among WestCoast Golf Experiences, Inc., General Mayhem LLC and General Mayhem Acquisition Corp., dated April 2, 2008
2.2*	Agreement of Merger and Plan of Merger and Reorganization dated April 8, 2008 by and between WestCoast Golf Experiences, Inc., a Nevada corporation and General Mayhem Acquisition Corp., a Nevada corporation.
3.1	Articles of Incorporation, incorporated by reference to Exhibit 3.1 of WestCoast's Registration Statement on Form SB-2 filed on June 20, 2005
3.2*	Certificate of Change in number of authorized shares as filed with the Secretary of State of the State of Nevada on March 27, 2008
3.3*	Articles of Merger as filed with the Secretary of State of the State of Nevada on April 8, 2008
3.4	Bylaws of the Company, incorporated by reference to Exhibit 3.2 of WestCoast's Registration Statement on Form SB-2 filed on June 20, 2005
4.1*	Form of Subscription Agreement
10.1*	Cancellation Agreement, by and between the Company and Roger Arnet, dated as of April 1, 2008
16.1*	Letter from Dale Matheson Carr-Hilton Labonte LLP
23.1*	Consent of Independent Registered Accounting Firm

\* attached hereto

**WHERE YOU CAN FIND MORE INFORMATION**

Because we are subject to the informational requirements of the Securities Exchange Act, we file reports, proxy statements and other information with the SEC. You may read and copy these reports, proxy statements and other information at the public reference room maintained by the SEC at its Public Reference Room, located at 100 F Street, N.E. Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at (800) SEC-0330. In addition, we are required to file electronic versions of those materials with the SEC through the SEC's EDGAR system. The SEC also maintains a web site at <http://www.sec.gov>, which contains reports, proxy statements and other information regarding registrants that file electronically with the SEC.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

**CROWDGATHER, INC.**

Date: April 8, 2008

By: /s/ Sanjay Sabnani  
Sanjay Sabnani  
Chief Executive Officer

**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger ("**Agreement**") is made and entered into as of April 1, 2008, by and among General Mayhem LLC, a California limited liability company, with its principal office at 20300 Ventura Blvd. Suite 330, Woodland Hills, CA 91364 ("**General**"), WestCoast Golf Experiences, Inc., a Nevada corporation, with its principal office at 4199 Campus Drive, Suite 550, Irvine, California 92612 ("**West**"), and General Mayhem Acquisition Corp., a newly-formed wholly-owned subsidiary of West ("**Acquisition Sub**").

**RECITALS**

A. West and General intend to effect a reverse triangular merger (the "**Merger**"), pursuant to which General will merge with and into Acquisition Sub and Acquisition Sub will survive and retain the name "General Mayhem Acquisition Corp."

B. Prior to the Merger, West shall have effected an 13-for-one split (the "**Stock Split**") of the authorized number of shares of its common stock and all of its then-issued and outstanding common stock, par value \$.001 per share.

C. Simultaneous with the Closing (as defined below), Roger Arnet (the "**Majority Stockholder**") shall agree to have 25,943,182 shares of West common stock then held by the Majority Stockholder cancelled by West pursuant to a stock cancellation agreement of even date herewith to which West and the Majority Stockholder are parties (the "**Cancellation Agreement**").

D. Simultaneous with the Closing, West and certain investors (the "**Investors**"), who are parties to subscription agreements of even effective date herewith (the "**Subscription Agreements**"), will close the \$890,000 private placement transaction contemplated by the Subscription Agreements.

E. For federal income tax purposes, the parties intend that the Merger Transactions will qualify as a tax-free reorganization within the meaning of Section 368 (a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "**Tax Code**").

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties and mutual covenants herein made, the parties hereby agree to the foregoing and as follows:

**Section 1. Definitions.** Capitalized terms not otherwise defined herein have the meanings set forth in the attached Schedule 1.

**Section 2. Merger.**

(a) Effecting the Merger. Upon the terms and subject to the conditions contained in this Agreement, at the Effective Time, General shall be merged with and into Acquisition Sub, and the separate corporate existence of General shall thereupon cease.

(b) Effect on Capital Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of West, General and Acquisition Sub or the holders of any of the following securities, the following shall occur:

(i) Conversion of General Units. Each membership unit of General issued and outstanding on the Closing Date (“**General Units**”) shall, by virtue of the Merger and without any action on the part of General, West, Acquisition Sub or the holders of the General Units, be converted into and will become 26,000,000 validly issued, fully paid and non-assessable shares of common stock of West (“**Share Ratio**”), on a post-Stock Split basis, such that holders of the General Units as of the Closing Date will hold a total of 26,000,000 shares of West on a post-Stock Split basis following the conversion.

(ii) Fractional Shares. No fractional shares will be issued, and any right to receive a fractional share will be rounded-up to the nearest whole share.

(iii) Cancellation of General Units. At the Effective Time, the General Units will be deemed canceled and retired and will cease to exist, and each holder of a certificate for General Units will cease to have any rights with respect thereto; provided, however, that, following the Closing Date, upon surrender of an original certificate representing General Units, West will deliver a stock certificate for shares of common stock of West to which such person is entitled pursuant to the Share Ratio, bearing any necessary or appropriate restrictive legend. The effect of the Merger shall be as provided in the applicable provisions of Nevada Law.

(c) Lost, Stolen or Destroyed Certificates. If any certificate evidencing General Units shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed and, if required by West, the posting of an indemnity bond, in such reasonable amount as West or the transfer agent may direct, as collateral security against any claim that may be made with respect to the certificate, West will issue in exchange for the lost, stolen or destroyed certificate the applicable number of shares of West common stock.

### **Section 3. Closing.**

(a) Closing Date. On the terms and subject to the conditions of this Agreement, the closing of the Merger (the “**Closing**”) shall take place at the offices of M2 Law Professional Corporation, 500 Newport Drive, Suite 800, Newport Beach, California 92660, at 10:00 a.m., local time, on the date of this Agreement or such other time, date or place as West and General may otherwise agree (the “**Closing Date**”).

(b) Documents to be Delivered by West. On or before the Closing, West will deliver or cause to be delivered to General:

(i) the original or certified copies of the charter documents of West, including amendments thereof, and all corporate records documents and instruments of West, the corporate seal of West and all books and accounts of West;

- (ii) all reasonable consents or approvals required to be obtained by West for the purposes of completing the Merger and preserving and maintaining the interests of West under any and all West Material Contracts and in relation to West Assets;
- (iii) a certified copy of a resolution of the directors of West dated as of the Closing Date appointing the nominee of General set forth on the General Schedule to the board of directors of West ;
- (iv) resignations of all of the directors of West as of the Closing Date;
- (v) certified copies of such resolutions of the directors of West as are required to be passed to authorize the execution, delivery and implementation of this Agreement; and
- (vi) good standing certificate of West.

**Section 4. New Directors and Officers.** On or before the Closing, but effective ten days following the Closing (“**Director Effective Date**”), or as soon thereafter as may be permitted by the rules and regulations promulgated by the Securities and Exchange Commission (the “**SEC**”), or state or federal law, (i) West’s officers and directors shall resign and be duly represented by General’s designees and (ii) the Board of West will appoint an individual designated by General to fill a vacancy on the Board to serve as director of West from and after the Director Effective Date and, subsequent to such designation, the then-current member of the Board shall resign effective upon the Director Effective Date. On the Closing Date or as soon thereafter as practicable, West shall file with the SEC and transmit to the stockholders of record of West on such date the information required by Exchange Act Rule 14f-1 with regard hereto. Effective as of the Closing, the current officers of West shall be replaced with individuals designated as officers by General.

**Section 5. Taking of Necessary Action; Further Action.** If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest CrowdGather (and/or its successor in interest) with full right, title and possession to all assets, property, rights, privileges, powers and franchises of General and Acquisition Sub, the officers and directors of General and Acquisition Sub shall be fully authorized (in the name of Acquisition Sub, General and otherwise) to take all such necessary action.

**Section 6. General’s Representations and Warranties.** General represents and warrants to West that the statements contained in this Section are true and correct as of the Closing Date, and do not contain any facts, or omit any facts, that render the statements herein to be misleading, except (i) where any variation would not be reasonably likely to have an Adverse Effect, and (ii) as set forth herein and in the disclosure schedule delivered by General to West (the “**General Schedule**”), arranged in sections corresponding to the paragraphs in this Section; the disclosure in any section or paragraph will qualify other paragraphs in this Section to the extent that it is reasonably apparent from a reading of the disclosure that it also qualifies or applies to such other paragraphs.

(a) Organization. General is a limited liability company validly existing and in good standing under the laws of the State of California and has all requisite power and authority and possesses all necessary governmental approvals necessary to own, lease and operate its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby. General is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have an Adverse Effect. Certified copies of the Articles of Organization of General, as amended to date, each as currently in effect, have been made available to West, are complete and correct, and no amendments have been made thereto or have been authorized since the date thereof. General is not in violation of any of the provisions of its Articles of Organization or Operating Agreement.

(b) Capitalization.

(i) General's authorized capital ownership interests consists solely of 26,000,000 membership Units.

(ii) There are 26,000,000 membership Units outstanding and no other authorized or issued Units or other measure of capital ownership of General. There are no agreements, arrangements or understandings to which General is a party (written or oral) to issue any other units or other measures of capital ownership of General. All of the outstanding membership Units of General were duly and validly issued and fully paid, are non-assessable and free of preemptive rights, and were issued in compliance with all applicable state and federal securities laws.

(iii) There are no outstanding (A) options, warrants, or other rights to purchase from General any units or other measures of capital ownership of General; (B) debt securities or instruments convertible into or exchangeable for units or other measures of capital ownership of General; or (C) commitments of any kind for the issuance of additional units or options, warrants or other securities of General.

(iv) There are no options or other rights to acquire such Units or other measures of capital ownership and there are no preemptive rights or agreements, arrangements or understandings to issue preemptive rights with respect to the issuance or sale of any units or other measures of capital ownership of General created by statute, the Articles of Organization or Operating Agreement, or any agreement or other arrangement to which General is a party or to which it is bound and there are no agreements, arrangements or understandings to which General is a party (written or oral) pursuant to which General has the right to elect to satisfy any liability by issuing any units or other measures of capital ownership of General.

(v) Other than the Operating Agreement, General is not a party or subject to any agreement or understanding, and, to General's knowledge, there is no agreement, arrangement or understanding between or among any persons which affects, restricts or relates to voting, giving of written consents, distributions, allocation of profits and losses, or transferability of units or other measures of capital ownership of General, including any voting trust agreement or proxy.



(c) No Subsidiaries. General does not own any capital stock or other equity interest in any corporation, partnership, joint venture or other entity.

(d) Authorization. General has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by General and the consummation by General of the transactions contemplated hereby have been duly and validly authorized by all necessary member and/or capital owner action by General and no other corporate proceedings on the part of General and no other member vote or consent is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by General. This Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which General is a party constitute the valid and legally binding obligations of General, enforceable against General in accordance with their respective terms, except as may be limited by principles of equity or applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws relating to or affecting the rights and remedies of creditors generally. The execution, delivery and performance by General of this Agreement and the agreements provided for herein, and the consummation by General of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, violate the provisions of the Articles of Organization or Operating Agreement of General, or to General's Knowledge (i) violate the provisions of any law, rule or regulation applicable to General, (ii) violate any judgment, decree, order or award of any court, governmental body or arbitrator; or (iii) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of General pursuant to, any indenture, mortgage, deed of trust or other instrument or agreement to which General is a party or by which General or any of its properties is or may be bound.

(e) No Conflict. The execution and delivery of this Agreement by General does not require any consent or approval under, result in any breach of, result in any loss of any benefit under, or constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under; give to others any right of termination, vesting, amendment, acceleration or cancellation of; or result in the creation of any lien or encumbrance on any property or asset of General pursuant to; any material agreement of General or other instrument or obligation of General.

(f) Litigation. There is no action, suit, legal or administrative proceeding or investigation pending or, to General's Knowledge, threatened against or involving General (either as a plaintiff or defendant) before any court or governmental agency, authority, body or arbitrator. There is not in existence on the date hereof any order, judgment or decree of any court, tribunal or agency to General's Knowledge enjoining or requiring General to take any action of any kind with respect to its business, assets or properties.

(g) Insurance. The General Schedule sets forth a listing of all current General insurance policies. All current insurance policies are in full force and effect, are in amounts of a nature that are adequate and customary for General's business, and to General's Knowledge are sufficient for compliance with all legal requirements and agreements to which it is a party or by which it is bound. All premiums due on current policies or renewals have been paid, and there is no material default under any of the policies.

(h) Personal Property. General has good and marketable title to all of its tangible personal property free and clear of all liens, leases, encumbrances, claims under bailment and storage agreements, equities, conditional sales contracts, security interests, charges, and restrictions, except for liens, if any, for personal property taxes not due. Such property is used by General in the ordinary course of its business and is sufficient for continued conduct of General's business after the Closing Date in substantially the same manner as conducted prior to the Closing Date. Such property is in good operating condition and repair, normal wear and tear excepted, and normal maintenance has been performed.

(i) Intangible Property. General is the sole and exclusive owner of all right, title and interest in and to all material items of intangible property (including formula and process know-how) necessary for the operation of all material aspects of General's business as it is currently conducted free and clear of all liens, security interests, charges, encumbrances, equities or other adverse claims. General has the right and authority to use, and to continue to use after the Closing Date, such property in connection with the conduct of its business in the manner presently conducted, and to its Knowledge such use or continuing use does not and will not materially infringe upon or violate any rights of any other person.

(j) Real Property. General is a party to a lease agreement regarding corporate offices located in California, details of which are contained in the General Schedule. Except as set forth in the preceding sentence, General does not have any interests in any parcel of real property, improved or otherwise.

(k) Tax Matters. Within the times and in the manner prescribed by law, General has filed all federal, state and local tax returns and all tax returns for other governing bodies having jurisdiction to levy taxes upon it that are required to be filed. General has paid all taxes, interest, penalties, assessments and deficiencies that have become due, including without limitation income, franchise, real estate, and sales and withholding taxes. No examinations of the federal, state or local tax returns of General are currently in progress or threatened and no deficiencies have been asserted or to its Knowledge assessed against General as a result of any audit by the Internal Revenue Service or any state or local taxing authority and no such deficiency has been proposed or threatened.

(l) Books and Records. The general ledger and books of account of General, all minute books of General, all federal, state and local income, franchise, property and other tax returns filed by General, all of which have been made available to West, are in all material respects complete and correct and have been maintained in accordance with good business practice and in accordance with all applicable procedures required by laws and regulations.

(m) Contracts and Commitments. The General Schedule lists all material contracts and agreements to which General is a party, whether written or oral, other than those between General and West. Each such contract is a valid and binding agreement of General, enforceable against General in accordance with its terms, is in full force and effect and represents the material terms of the agreement between the respective parties. General has materially complied with all obligations required pursuant to such contracts to have been performed by General on its part and neither General nor, to its knowledge, any other party to such contract is in breach of or default in any material respect under any such contract.

(n) Compliance with Laws. General has all requisite licenses, permits and certificates, including environmental, health and safety permits, from federal, state and local authorities necessary to conduct its business as currently conducted and own and operate its assets, except where the failure to have such permits would not reasonably be expected to have an Adverse Effect. General is not in violation of any federal, state or local law, regulation or ordinance (including, without limitation, laws, regulations or ordinances relating to building, zoning, environmental, disposal of hazardous waste, land use or similar matters) relating to its business or its properties.

(o) Employee Benefit Plans. The General Schedule lists all employee benefit plans as defined in ERISA Section 3(3), and all bonus, stock option, stock purchase, incentive, deferred compensation, supplemental retirement, severance and other similar employee benefit plans, and all material unexpired severance agreements with any current or former employee of General. With respect to such plans, individually and in the aggregate, no event has occurred and, to its Knowledge, there exists no condition or set of circumstances in connection with which General could be subject to any liability that is reasonably likely to have an Adverse Effect under ERISA, the Tax Code or any other applicable law.

(p) Indebtedness to and from Affiliates. Except as set forth in the General Schedule, General is not indebted, directly or to its Knowledge indirectly, to any officer, director or 10% stockholder of General in any amount other than for salaries for services rendered or reimbursable business expenses, and no such person is indebted to General except for advances made to employees of General in the ordinary course of business to meet reimbursable business expenses.

(q) Banking Facilities. The General Schedule sets forth a true, correct, and complete list of: (i) each bank, savings and loan or similar financial institution in which General has an account or safety deposit box and the numbers of the accounts or safety deposit boxes maintained by General thereat; and (ii) the names of all signatories authorized to draw on each such account or to have access to any such safety deposit box facility.

(r) Regulatory Approvals. All consents, approvals, authorizations or other requirements prescribed by any law, rule or regulation that must be obtained or satisfied by General and that are necessary for the execution and delivery by General of this Agreement or any documents to be executed and delivered by General in connection therewith have been, or prior to the Closing Date will be, obtained and satisfied.

(s) No Brokers. No broker or finder has acted for General in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of General.

(t) Disclosure. The information concerning General set forth in this Agreement, the exhibits and schedules hereto, and any document, statement or certificate furnished or to be furnished in connection herewith does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading.

(u) Tax Treatment. Neither General nor, to the Knowledge of General, any of its Affiliates has taken or agreed to take action that would prevent the Merger Transactions from constituting a reorganization qualifying under the provisions of Section 368 of the Tax Code.

**Section 7. West's and Acquisition Sub's Representations and Warranties.** Each of West and Acquisition Sub represents and warrants to General and the surviving corporation that the statements contained in this Section are true and correct as of the Closing Date and do not contain any facts, or omit any facts, that render the statements herein to be misleading, except (i) where any variation would not be reasonably likely to have an Adverse Effect, and (ii) as set forth herein and in the disclosure schedule delivered by West and Acquisition Sub to General (the "**West Schedule**"), arranged in sections corresponding to the paragraphs in this Section; the disclosure in any section or paragraph will qualify other paragraphs in this Section to the extent that it is reasonably apparent from a reading of the disclosure that it also qualifies or applies to such other paragraphs.

(a) Organization.

(i) West is a corporation validly existing and in good standing under the laws of the State of Nevada and has all requisite power and authority and possesses all necessary governmental approvals necessary to own, lease and operate its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby. West is duly qualified to do business and is in good standing in all jurisdictions in which its ownership of property or the character of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have an Adverse Effect. Certified copies of the Articles of Incorporation and Bylaws, as amended to date, each as currently in effect, have been made available to General, are complete and correct, and no amendments have been made thereto or have been authorized since the date thereof. West is not in violation of any of the provisions of its Articles of Incorporation or Bylaws.

(ii) Acquisition Sub is a corporation validly existing and in good standing under the laws of the State of Nevada and has all requisite power and authority and possesses all necessary governmental approvals necessary to own, lease and operate its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby. Certified copies of the Articles of Incorporation and Bylaws, as amended to date, have been made available to General, are complete and correct, and no amendments have been made thereto or have been authorized since the date thereof. Acquisition Sub is not in violation of any of the provisions of its Articles of Incorporation or Bylaws.

(iii) West has delivered or made available to General a true and correct copy of the Articles of Incorporation and Bylaws of each of West and Acquisition Sub, each as amended to date, and each such instrument is in full force and effect. Neither West nor Acquisition Sub is in violation of any of the provisions of its Articles of Incorporation or Bylaws or equivalent governing instruments.

(iv) West is required to file current reports with the SEC pursuant to Section 13 of the Securities Exchange Act of 1934 and are eligible for quotation on the Over-the-Counter Bulletin Board, and all reports required to be filed by West with the SEC or FINRA have been filed.

(b) Capitalization.

(i) West's authorized capital stock consists solely of 975,000,000 (post-Stock Split) shares of common stock, \$0.001 par value.

(ii) There are 39,000,000 (post-Stock Split) shares of common stock issued and outstanding as of the date hereof (which number excludes the actions contemplated by the Cancellation Agreement and the Subscription Agreements), no shares of preferred stock of West is issued and outstanding, and no shares of common stock of West is held in the treasury of West. All of the issued and outstanding shares of common stock of West were duly and validly issued and fully paid, are non-assessable and free of preemptive rights, and were issued in compliance with all applicable state and federal securities laws.

(iii) No person, firm, or corporation has any agreement, option, warrant, preemptive right or other rights capable of becoming an agreement, option, warrant or right for the acquisition of shares of West's common stock or for the purchase, subscription or issuance of any of the unissued shares in the capital of West or Acquisition Sub.

(iv) West owns all of the outstanding capital stock of Acquisition Sub, free and clear of all liens, claims, options, charges, and encumbrances of whatsoever nature.

(c) Authorization. Each of West and Acquisition Sub has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by West and Acquisition Sub and the consummation by West and Acquisition Sub of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action by West and Acquisition Sub, respectively, and no other corporate proceedings on the part of West or Acquisition Sub, respectively, and no stockholder vote or consent is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by West and Acquisition Sub. This Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which West or Acquisition Sub is a party constitute the valid and legally binding obligations of West and Acquisition Sub, respectively, enforceable against West and Acquisition Sub, respectively, in accordance with its terms, except as may be limited by principles of equity or applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws relating to or affecting the rights and remedies of creditors generally. The execution, delivery and performance by West and Acquisition Sub of this Agreement and the agreements provided for herein, and the consummation by West and Acquisition Sub of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, violate the provisions of the Articles of Incorporation or Bylaws of West or Acquisition Sub or, to West's or Acquisition Sub's Knowledge, (i) violate the provisions of any law, rule or regulation applicable to West or Acquisition Sub, (ii) violate any judgment, decree, order or award of any court, governmental body or arbitrator; or (iii) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of West or Acquisition Sub pursuant to, any indenture, mortgage, deed of trust or other instrument or agreement to which West or Acquisition Sub is a party or by which West or Acquisition Sub or any of their respective properties is or may be bound.

(d) No Conflict. The execution and delivery of this Agreement by West and Acquisition Sub does not require any consent or approval under, result in any breach of, any loss of any benefit under or constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under, or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of any lien or encumbrance on any property or asset of West or Acquisition Sub pursuant to any material agreement of West or Acquisition Sub or other instrument or obligation of West or Acquisition Sub.

(e) SEC Filings.

(i) Except as disclosed on the West Schedule, West has filed all forms, reports and documents required to be filed with the SEC since it first became a public reporting company. All such required forms, reports and documents (including the financial statements, exhibits and schedules thereto and those documents that West may file subsequent to the date hereof) are collectively referred to herein as the "West SEC Reports." As of their respective dates, the West SEC Reports (i) were prepared in accordance with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such West SEC Reports, and (ii) did not at the time they were filed (or if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(ii) West has heretofore furnished to General a complete and correct copy of any amendments or modifications to the West SEC Reports, if any, which have not yet been filed with the SEC but which will be required to be filed, to agreements, documents or other instruments which previously had been filed by West with the SEC pursuant to the Securities Act or the Exchange Act.

(f) Litigation. There is no private or governmental action, suit, legal or administrative proceeding or investigation pending or, to West's Knowledge, threatened against or involving West or Acquisition Sub (either as a plaintiff or defendant) before any court or governmental agency, foreign or domestic, authority, body or arbitrator. There is not in existence on the date hereof any order, judgment or decree of any court, tribunal or agency to West's Knowledge enjoining or requiring West or Acquisition Sub to take any action of any kind with respect to its business, assets or properties.

(g) Tax Matters.

(i) *Tax Returns.* All tax returns and reports of West required by law to be filed have been filed and are true, complete and correct, and any taxes payable in accordance with any return filed by West or in accordance with any notice of assessment or reassessment issued by any taxing authority have been so paid.

(ii) *Current Taxes.* Adequate provisions have been made for taxes payable for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax, governmental charge or deficiency by West. West is not aware of any contingent tax liabilities or any grounds which would prompt a reassessment including aggressive treatment of income and expenses in filing earlier tax returns.

(h) Records and Financial Statements.

(i) *Charter Documents.* The charter documents of West have not been altered since the incorporation of each, respectively, except as filed in the record books of West.

(ii) *West Financial Statements.* The West Financial Statements as included in the West SEC Reports present fairly, in all material respects, the assets and liabilities (whether accrued, absolute, contingent or otherwise) of West, as of the respective dates thereof, and the sales and earnings of the West Business during the periods covered thereby, in all material respects and have been prepared in substantial accordance with generally accepted accounting principles consistently applied.

(iii) *West Accounts Payable and Liabilities.* There are no material liabilities, contingent or otherwise, of West or Acquisition Sub which are not disclosed in the West Schedule or reflected in the West Financial Statements except those incurred in the ordinary course of business since the date of the said schedule and the West Financial Statements, and West has not guaranteed or agreed to guarantee any debt, liability or other obligation of any person, firm or corporation. Without limiting the generality of the foregoing, all accounts payable and liabilities of West as of the date hereof, are described in the West Schedule.

(iv) *No Debt to Related Parties.* Except as disclosed in the West Schedule, West, nor the Acquisition Sub is not, and on Closing will not be, indebted to any affiliate, director or officer of West except accounts payable on account of bona fide business transactions of West incurred in normal course of the West Business, including employment agreements, none of which are more than 30 days in arrears.

(v) *No Adverse Events.* Since the date of the most recent West Financial Statements filed in the West SEC Reports:

(A) there has not been any material adverse change in the financial position or condition of West, its liabilities or the West Assets or any damage, loss or other change in circumstances materially affecting West, the West Business or the West Assets or West's right to carry on the West Business, other than changes in the ordinary course of business,

(B) there has not been any damage, destruction, loss or other event (whether or not covered by insurance) materially and adversely affecting West, the West Business or the West Assets,

(C) there has not been any material increase in the compensation payable or to become payable by West to any of West's officers, employees or agents or any bonus, payment or arrangement made to or with any of them,

(D) the West Business has been and continues to be carried on in the ordinary course,

(E) West has not waived or surrendered any right of material value,

(F) West has not discharged or satisfied or paid any lien or encumbrance or obligation or liability other than current liabilities in the ordinary course of business, and

(G) no capital expenditures in excess of \$10,000 individually or \$30,000 in total have been authorized or made.

(i) Contracts and Commitments. There is no material contract to which West is a party other than those specified in its filings with the SEC. Acquisition Sub is not a party to any material contract. Other than this Agreement, West is not a party to any agreement or understanding pursuant to which any securities of any class of capital stock are to be issued or created or transferred. West has not acquired any shares of Common Stock, and has no formal or informal agreements or understandings pursuant to which it can or will acquire any shares of Common Stock. Neither West nor any officer, director or 10% stockholder of West has any agreements, plans, understandings or proposals, whether formal or informal or whether oral or in writing, pursuant to which it granted or may have issued or granted any individual or entity any convertible security or any interest in West or the West's earnings or profits, however defined.

(j) Applicable Laws and Legal Matters.

(i) *Licenses.* West holds all licenses and permits as may be requisite for carrying on the West Business in the manner in which it has heretofore been carried on, which licenses and permits have been maintained and continue to be in good standing except where the failure to obtain or maintain such licenses or permits would not have a material adverse effect on the West Business.

(ii) *Applicable Laws.* West has not been charged with or received notice of breach of any laws, ordinances, statutes, regulations, by-laws, orders or decrees to which they are subject or which apply to them the violation of which would have a material adverse effect on the West Business, and West is not in breach of any laws, ordinances, statutes, regulations, bylaws, orders or decrees the contravention of which would result in a material adverse impact on the West Business.



(iii) *Pending or Threatened Litigation.* There is no material litigation or administrative or governmental proceeding pending or threatened against or relating to West, the West Business, or any of the West Assets nor does West have any knowledge of any deliberate act or omission of West or its subsidiaries that would form any material basis for any such action or proceeding.

(iv) *No Bankruptcy.* West has not made any voluntary assignment or proposal under applicable laws relating to insolvency and bankruptcy and no bankruptcy petition has been filed or presented against West and no order has been made or a resolution passed for the winding-up, dissolution or liquidation of West.

(v) *Labor Matters.* West is not a party to any collective agreement relating to the West Business with any labor union or other association of employees and no part of the West Business has been certified as a unit appropriate for collective bargaining or, to the knowledge of West, has made any attempt in that regard.

(vi) *Finder's Fees.* West is not a party to any agreement which provides for the payment of finder's fees, brokerage fees, commissions or other fees or amounts which are or may become payable to any third party in connection with the execution and delivery of this Agreement and the transactions contemplated herein.

(k) Ownership and Condition.

(i) *Business Assets.* The West Assets comprise all of the property and assets of the West Business, and no other person, firm or corporation owns any assets used by West in operating the West Business, whether under a lease, rental agreement or other arrangement, other than as disclosed in the West Schedule.

(ii) *Title.* West is the legal and beneficial owner of the West Assets, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever, save and except as disclosed in the West Schedule.

(iii) *No Option.* No person, firm or corporation has any agreement or option or a right capable of becoming an agreement for the purchase of any of the West Assets.

(iv) *West Insurance Policies.* West does not maintain any public liability insurance and insurance against loss or damage to the West Assets and the West Business.

(v) *West Material Contracts.* The West Material Contracts listed in the West Schedule, if any, constitutes all of the material contracts of West.

(vi) *No Default.* There has not been any default in any material obligation of West or any other party to be performed under any of the West Material Contracts, each of which is in good standing and in full force and effect and unamended (except as disclosed in the West Schedule hereto), and West is not aware of any default in the obligations of any other party to any of the West Material Contracts.

(vii) No Compensation on Termination. There are no agreements, commitments or understandings relating to severance pay or separation allowances on termination of employment of any employee of West, except as listed on the West Schedule. West is not obliged to pay benefits or share profits with any employee after termination of employment except as required by law.

(l) West Business.

(i) Maintenance of Business. Since the date of the most recent West Financial Statements filed in the West SEC Reports, West has not entered into any material agreement or commitment except in the ordinary course and except as disclosed herein.

(ii) Subsidiaries. Except for Acquisition Sub, West does not own any subsidiaries and does not otherwise own, directly or indirectly, any shares or interest in any other corporation, partnership, joint venture or firm.

(iii) Acquisition Shares. The shares of West's common stock when delivered to the holders of the General Units pursuant to the Merger shall be validly issued and outstanding as fully paid and non-assessable shares and the shares of West's common stock shall be transferable upon the books of West, in all cases subject to the provisions and restrictions of all applicable securities laws.

(m) Employee Benefit Plans. Except as disclosed in its filings with the SEC, West has no (A) employee benefit plans as defined in ERISA Section 3(3), (B) bonus, stock option, stock purchase, incentive, deferred compensation, supplemental retirement, severance or other similar employee benefit plans, or (C) material unexpired severance agreements with any current or former employee of West. With respect to such plans, individually and in the aggregate, no event has occurred and, to its Knowledge, there exists no condition or set of circumstances in connection with which West could be subject to any liability that is reasonably likely to have an Adverse Effect under ERISA, the Tax Code or any other applicable law.

(n) Absence of Liens and Encumbrances. West has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its tangible properties and assets, real, personal and mixed, used in its business, free and clear of any Liens and Encumbrances except (i) as reflected in the West Financial Statements, (ii) for liens for taxes not yet due and payable and (iii) for such imperfections of title and encumbrances, if any, which would not be reasonably expected to have an Adverse Effect.

(o) Indebtedness to and from Affiliates. Except as disclosed on the West Schedule, West is not indebted, directly or to its Knowledge indirectly, to any officer, director or 10% stockholder of West in any amount other than for salaries for services rendered or reimbursable business expenses, and no such person is indebted to West except for advances made to employees of West in the ordinary course of business to meet reimbursable business expenses.

(p) Board Approval. The Board of Directors of West and Acquisition Sub has, as of the date of this Agreement, (i) determined that the Merger is fair to, advisable and in the best interests of West and Acquisition Sub's stockholders, (ii) has approved the issuance of shares of common stock pursuant to the Merger and (iii) duly approved the Merger, this Agreement and the transactions contemplated hereby.

(q) Banking Facilities. West has no account or safety deposit box at any bank, savings and loan or similar financial institution or other similar facility.

(r) Regulatory Approvals. All consents, approvals, authorizations or other requirements prescribed by any law, rule or regulation that must be obtained or satisfied by West and Acquisition Sub and that are necessary for the execution and delivery by West and Acquisition Sub of this Agreement or any documents to be executed and delivered by West and Acquisition Sub in connection therewith have been obtained and satisfied.

(s) No Brokers. No broker or finder has acted for West or Acquisition Sub in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of West or Acquisition Sub.

(t) Disclosure. The information concerning each of West and Acquisition Sub set forth in its reports and filings with the SEC, this Agreement, the exhibits and schedules hereto, and any document, statement or certificate furnished or to be furnished in connection herewith (as applicable) does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading.

(u) Certificates. The certificates representing the shares of West delivered pursuant to this Agreement are subject to certain trading restrictions imposed by the Securities Act and applicable state securities or "blue sky" laws.

**Section 8. Conditions to the Merger.** The respective obligation of each party to effect the Merger and the other transactions contemplated herein shall be subject to the fulfillment at or prior to the Closing Date of the following conditions, any or all of which may be waived, in whole or in part by the parties hereto, to the extent permitted by applicable law:

(a) The Stock Split shall have been consummated and duly approved by the requisite vote under applicable Nevada law and the West charter documents and by the directors of West.

(b) The transactions contemplated by the Cancellation Agreement and the Subscription Agreements shall be effective at the Effective Time.

(c) Any governmental or third party approvals required to effect the Merger Transactions shall have been obtained.

(d) Each of the parties hereto shall have delivered to each other complete and accurate Schedules to this Agreement and such Schedules shall have been approved by the recipient.

**Section 9. General Conditions to the Merger.** The obligation of General to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of the following conditions, unless waived by General:

(a) Each of the representations and warranties of West and Acquisition Sub contained in this Agreement shall be true and correct as of the date of this Agreement, except to the extent that any changes, circumstances or events making such representations and warranties not true or correct would not, individually or in the aggregate, constitute an Adverse Effect.

(b) West and Acquisition Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it.

(c) From the date of this Agreement through the Effective Time, there shall not have occurred any change, circumstance or event concerning West or Acquisition Sub that has had or could be reasonably likely to have an Adverse Effect.

(d) Each of the directors of West shall have resigned as directors of West pursuant to Section 4 herein.

(e) The nominees of General, set forth in the General Schedule, annexed hereto, shall have been appointed as members of the board of directors of West.

**Section 10. West and Acquisition Sub Conditions.** The obligations of West and Acquisition Sub to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of the following conditions, unless waived by West:

(a) Each of the representations and warranties of General contained in this Agreement shall be true and correct as of the date of this Agreement, except to the extent that any changes, circumstances or events making such representations and warranties not true or correct would not, individually or in the aggregate, constitute an Adverse Effect.

(b) General shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time.

(c) From the date of this Agreement through the Effective Time, there shall not have occurred any change, circumstance or event concerning General that has had or could be reasonably likely to have an Adverse Effect.

(d) West shall have received from each holder of shares of General capital stock (1) an investor suitability questionnaire in form and substance satisfactory to West, containing customary investment representations and certifying that such holder is an "accredited investor" as defined in Regulation D of the Securities Act or (2) confirmation of receipt of the appropriate disclosures required pursuant to Rule 506 under Regulation D of the Securities Act.

**Section 11. Indemnification.**

(a) West agrees to indemnify General, and hold it harmless from and in respect of any (i) assessment, loss, damage, liability, cost and expense (including, without limitation, interest, penalties, and reasonable attorneys' fees) in excess of \$1,000.00 in the aggregate, imposed upon or incurred by General resulting from a breach of this Agreement or the covenants or conditions made by West; (ii) inaccuracy in any of the representations and warranties made by West herein in this Agreement; or (iii) any and all liabilities arising out of or in connection with: (A) any of the assets of West or any subsidiary prior to the Closing; or (B) the operations of West prior to the Closing. Assertion by the General to its right to indemnification under this Section 11.1(a) shall not preclude assertion by General of any other rights or the seeking of any other remedies against West.

(b) General agrees to indemnify West, and hold it harmless from and in respect of any assessment, loss, damage, liability, cost and expense (including, without limitation, interest, penalties, and reasonable attorneys' fees) in excess of \$1,000.00 in the aggregate, imposed upon or incurred by General resulting from a breach of this Agreement. Assertion by West to its right to indemnification under this Section 11.1(b) shall not preclude assertion by West of any other rights or the seeking of any other remedies against General.

(c) All rights to indemnification by General and West existing in favor of each individual who is an officer or director of General or West of the date of this Agreement (each such individual, an "**Indemnified Person**") for his acts and omissions as a director or officer of General or West occurring prior to the Effective Time, as provided in General or West's Articles of Incorporation or Bylaws (as in effect as of the date of this Agreement) shall survive the Merger Transactions and shall continue in full force and effect (to the fullest extent such rights to indemnification are available under and are consistent with applicable law) for a period of six years from the Closing Date.

**Section 12. Confidentiality.** Each party shall ensure that any nonpublic information provided to it by any other party in confidence shall be treated as strictly confidential and that all such confidential information that each party or any of its respective officers, directors, employees, attorneys, agents, investment bankers, or accountants may now possess or may hereinafter create or obtain relating to the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of the other such parties, any affiliate thereof, or any customer or supplier thereof shall not be published, disclosed, or made accessible by any of them to any other person at any time or used by any of them, in each case without the prior written consent of the other party; provided, however, that the restrictions of this Section shall not apply (a) as may otherwise be required by law, (b) as may be necessary or appropriate in connection with the enforcement of this Agreement, or (c) to the extent such information was in the public domain when received or thereafter enters the public domain other than because of disclosures by the receiving party. Each such party shall, and shall cause all of such other persons who received confidential information, from time to time to deliver to the disclosing party all tangible evidence of such confidential information to which the restrictions of this Section apply upon written request.

**Section 13. Miscellaneous.**

(a) Survival. The representations and warranties of the parties will terminate at the Effective Time and only those covenants that by their terms survive the Effective Time shall survive the Effective Time. This Section 12 shall survive the Effective Time.

(b) Press Releases and Public Announcements. No party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other party; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law or any listing requirement or trading agreement.

(c) No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

(d) Notices. All notices required or permitted under this Agreement will be in writing and will be given by certified or regular mail or by any other reasonable means (including personal delivery, facsimile, or reputable express courier) to the party to receive notice at the following addresses or at such other address as any party may, by notice, direct:

To West or  
Acquisition Sub: WestCoast Golf Experiences, Inc.  
Attention: President  
4199 Campus Drive  
Suite 550  
Irvine, California 92612

With a copy to:  
(which will not  
constitute notice) M2 Law Professional Corporation  
Attention: Michael Muellerleile, Esq.  
500 Newport Center Drive, Suite 800  
Newport Beach, California 92660  
Fax number: (949) 706-1475

To General: General Mayhem LLC  
Attention: Sanjay Sabnani  
20300 Ventura Blvd. Suite 330  
Woodland Hills, CA 91364  
Fax number: \_\_\_\_\_

With a copy to:  
(which will not  
constitute notice) Sichenzia Ross Friedman Ference LLP  
Attention: Gregory Sichenzia, Esq.  
61 Broadway, 32nd Floor  
New York, NY 10006  
Fax number: (212) 930-9725

All notices given by certified mail will be deemed as given on the delivery date shown on the return mail receipt, and all notices given in any other manner will be deemed as given when received.

(e) Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising from this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the waiving party, (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

(f) Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and of the documents referred to in this Agreement.

(g) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party, which may be granted or withheld at the sole discretion of such other party. Any unauthorized assignment is void.

(h) Severability. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

(i) Amendment. This Agreement may be amended by the parties hereto by action taken by or on behalf of their respective Boards of Directors at any time prior to the Effective Time. This Agreement may not be amended by the parties hereto except by execution of an instrument in writing signed on behalf of each of General, West and Acquisition Sub.

(j) Expenses. Each party will pay all fees and expenses (including, without limitation, legal and accounting fees and expenses) incurred by such party in connection with the transactions contemplated by this Agreement.

(k) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of laws.

(l) Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will be one and the same document. Facsimiles and electronic copies in portable document format (“PDF”) containing original signatures shall be deemed for all purposes to be originally signed copies of the documents that are the subject of such facsimiles or PDF versions.

(m) Entire Agreement. This Agreement, the schedules and exhibits hereto, and the agreements and instruments to be delivered by the parties on Closing represent the entire understanding and agreement between the parties and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings.

*[Signatures on Following Page]*



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

**WESTCOAST GOLF EXPERIENCES, INC.**

By /s/ Suzanne Fischer  
Name: Suzanne Fischer  
Title: President

**GENERAL MAYHEM ACQUISITION CORP.**

By /s/ Suzanne Fischer  
Name: Suzanne Fischer  
Title: President

**GENERAL MAYHEM LLC**

By /s/ Sanjay Sabnanai  
Name: Sanjay Sabnanai  
Title: Manager

Schedule 1

Definitions

“**Adverse Effect**” means, with respect to each party, any effect or change that would have a material adverse effect on the results of operations, financial condition, assets, properties or business of the party, taken as a whole, or on the ability of the party to consummate timely the transactions contemplated hereby.

“**Affiliate**” has the meaning set forth in Exchange Act Rule 12b-2.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“**Effective Time**” means the time of acceptance for record of the Articles of Merger by the Secretary of State of the State of Nevada in accordance with the Nevada Revised Statute (but not earlier than the Closing Date) or at such later time that the parties hereto shall have agreed upon and designated in such filing in accordance with applicable law as the effective time of the Merger.

“**Encumbrances**” means any and all encumbrances, charges, claims equitable interests, liens, options, pledges, security interests, mortgages, rights of first refusal or restrictions of any kind and nature.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**Knowledge**” means the actual knowledge of the executive officers of a party, without independent investigation.

“**Liens**” means any liens, claims, encumbrances, security interests and rights of redemption.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**West Assets**” means the undertaking and all the property and assets of the West Business of every kind and description wheresoever situated including, without limitation, West Equipment, West Inventory, West Material Contracts, West Accounts Receivable, West Cash, West Intangible Assets and West Goodwill, and all credit cards, charge cards and banking cards issued to West.

“**West Business**” means all aspects of any business conducted by West and its subsidiaries.

## WEST SCHEDULE

This constitutes the West Schedule (the "**West Schedule**") delivered by WestCoast Golf Experiences, Inc., a Nevada corporation ("**West**"), pursuant to that certain Agreement and Plan of Merger (the "**Agreement**") dated as of April 1, 2008 by and among West, General Mayhem, LLC, a California limited liability company, and General Mayhem Acquisition Corp., a newly-formed wholly-owned subsidiary of West ("**Acquisition Sub**"). Unless the context otherwise requires, all capitalized terms used in this West Schedule shall have the respective meanings assigned to them in the Agreement.

No reference to or disclosure of any item or other matter in this West Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this West Schedule. No disclosure in this West Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. The headings contained in this West Schedule are for convenience of reference only, shall not be deemed to be a part of the West Schedule and shall not be referred to in connection with the construction or interpretation of this West Schedule.

This West Schedule and the information and disclosures contained in this West Schedule are intended only to qualify and limit the representations and warranties of West contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any such representations or warranties.

References to any document do not purport to be complete and are qualified in their entirety by the contents of such document itself. The contents of any such document referred to in this West Schedule are incorporated by reference in this West Schedule as though fully set forth herein.

The disclosures herein will qualify other paragraphs in Section 6 of the Agreement to the extent that it is reasonably apparent from a reading of the disclosure that it also qualifies or applies to such other paragraphs.

(h) Records and Financial Statements.

*(iii) West Accounts Payable and Liabilities.*

\$6,890 is due and payable to Roger Arnet, West's former officer and director.

\$40,000 is due and payable to M2 Law Professional Corporation, West's legal counsel.

\$10,000 is due and payable to one of West's minority shareholders.

*(iv) No Debt to Related Parties.*

\$6,890 is due and payable to Roger Arnet, West's former officer and director.

(k) Ownership and Condition

*(i) Business Assets.*

In connection with the Stock Cancellation Agreement, West has agreed to transfer the rights to certain computer equipment valued at \$670 to Roger Arnet, West's former officer and director.

*(ii) Title*

In connection with the Stock Cancellation Agreement, West has agreed to transfer the rights to certain computer equipment valued at \$670 to Roger Arnet, West's former officer and director.

*(v) West Material Contracts.*

None.

*(vii) No Compensation on Termination.*

In connection with the resignation of Suzanne Fischer as the sole officer and director pursuant the Agreement, West has agreed to pay a one-time severance payment of \$50,000 to Ms. Fischer.

(o) Indebtedness to and from Affiliates.

\$6,890 is due and payable to Roger Arnet, West's former officer and director.

\$10,000 is due and payable to one of West's minority shareholders.

## GENERAL SCHEDULE

This constitutes the General Schedule (the "**General Schedule**") delivered by General Mayhem, LLC, a California limited liability company ("**General**"), pursuant to that certain Agreement and Plan of Merger (the "**Agreement**") dated as of April 1, 2008 by and among General, WestCoast Golf Experiences, Inc., a Nevada corporation ("**West**"), and General Mayhem Acquisition Corp., a newly-formed wholly-owned subsidiary of West ("**Acquisition Sub**"). Unless the context otherwise requires, all capitalized terms used in this General Schedule shall have the respective meanings assigned to them in the Agreement.

No reference to or disclosure of any item or other matter in this General Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this General Schedule. No disclosure in this General Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. The headings contained in this General Schedule are for convenience of reference only, shall not be deemed to be a part of the General Schedule and shall not be referred to in connection with the construction or interpretation of this General Schedule.

This General Schedule and the information and disclosures contained in this General Schedule are intended only to qualify and limit the representations and warranties of General contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any such representations or warranties.

References to any document do not purport to be complete and are qualified in their entirety by the contents of such document itself. The contents of any such document referred to in this General Schedule are incorporated by reference in this General Schedule as though fully set forth herein.

The disclosures herein will qualify other paragraphs in Section 6 of the Agreement to the extent that it is reasonably apparent from a reading of the disclosure that it also qualifies or applies to such other paragraphs.

## The General Schedule

### Schedule 6(g) – Insurance

None.

### Schedule 6(j) – Real Property

Sublease between General and The Kern Organization commencing February 15, 2008 and ending December 31, 2008. Office space is approximately 1578 square feet. Monthly rent is \$3,471.60.

### Schedule 6(m) – Contracts and Commitments

- Websites and Domain Name Acquisition and Transfer Agreement, by and between General and Typhoon Capital Consultants, LLC (“Typhoon”), dated March 27, 2008.

### Schedule 6(o) – Employee Benefit Plans

None.

### Schedule 6(p) – Indebtedness to and from Affiliates

- Promissory Note, by General to Typhoon, dated March 27, 2008, in the amount of \$306,000.00; and
- Promissory Note, by General to Typhoon, dated March 27, 2008, in the amount of \$94,020.00.

\*The term of the Promissory Notes is 2 years and interest will accrue at the rate of 10% per annum if the Notes are not repaid by May 28, 2008.

### Schedule 6(q) – Banking Facilities

Wells Fargo Bank  
433 N. Camden Drive  
Beverly Hills, CA 90210  
Checking Account # 8020221076  
Signer(s): Sanjay Sabnani

---

**AGREEMENT AND PLAN OF  
MERGER AND REORGANIZATION**

Agreement of Merger and Plan of Merger and Reorganization dated April 8, 2008 by and between WestCoast Golf Experiences, Inc., a Nevada corporation ("WCGE") and General Mayhem Acquisition Corp., a Nevada corporation ("GenMay").

**WHEREAS**, the Boards of Directors of WCGE and GenMay have resolved that GenMay be merged, under and pursuant to Chapter 92A.180 of the Nevada Revised Statutes, into a single corporation, existing under the laws of the State of Nevada, in which WCGE shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation"); and

**WHEREAS**, the respective Boards of Directors of WCGE and GenMay have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereto hereby agree in accordance with Chapter 92A.180 of the Nevada Revised Statutes that WCGE and GenMay shall be, at the Effective Date (as hereinafter defined), merged (the "Merger") into a single corporation existing under the laws of the State of Nevada, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following terms and conditions relating to the Merger.

1. Stockholders Meetings; Filings; Effects of Merger

1.1. Action by WCGE. On or before April 8, 2008, the directors of WCGE shall adopt this Agreement unanimously in accordance with the Nevada Revised Statutes.

1.2. Action by GenMay. On or before April 8, 2008, the directors of GenMay shall adopt this Agreement unanimously in accordance with the Nevada Revised Statutes.

1.3. Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the directors of WCGE, in accordance with the Nevada Revised Statutes, (b) this Agreement is adopted by the directors of GenMay, in accordance with the Nevada Revised Statutes, and (c) this Agreement is not thereafter, and has not theretofore been terminated or abandoned as permitted by the provisions hereof, than Articles of Merger shall be filed and recorded in accordance with Chapter 92A.180 of the Nevada Revised Statutes. The Merger shall become effective on April 8, 2008, which date and time are herein referred to as the "Effective Date."

1.4. Certain Effects of Merger. On the Effective Date, the separate existence of GenMay shall cease, and GenMay shall be merged into WCGE which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of GenMay; and all the rights, privileges, powers, and franchises of GenMay, and all property, real, personal, and mixed, and all debts due to GenMay on whatever account, as well for stock subscriptions and all other things in action or belonging to GenMay, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and each and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of GenMay, and the title to any real estate vested by deed or otherwise, under the laws of Nevada or any other jurisdiction, in GenMay, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of GenMay shall be preserved unimpaired, and all debts, liabilities, and duties of GenMay shall thenceforth attach to the Surviving Corporation, which may, in the name of GenMay, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all GenMay's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

Furthermore, WCGE will assume all franchise tax liabilities of GenMay with respect to the State of Nevada.

2. Surviving Corporation

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be CrowdGather, Inc.

2.2 By-Laws. The By-Laws of WCGE, as in effect immediately before the Effective Date, shall be from and after the Effective Date, the By-Laws of the Surviving Corporation until amended as provided therein.

2.3 Articles of Incorporation. Except as provided in Section 2.1, the Articles of Incorporation of WCGE, as the same shall be in force, shall continue to be the Articles of Incorporation of the Surviving Corporation until amended and changed pursuant to the provisions of the Nevada Revised Statutes, except Article 1 shall be amended to reflect the new name of "CrowdGather, Inc."

2.4 Directors and Officers. The directors and officers of WCGE in office at the Effective Date shall be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of the Surviving Corporation.

3. Miscellaneous

3.1 This Agreement of Merger and Plan of Merger and Reorganization may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger and Plan of Merger and Reorganization by the shareholders of WCGE and/or GenMay, by a duly adopted resolution of the Board of Directors of either corporation.



3.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger and Plan of Merger and Reorganization, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by WCGE and GenMay all on the date first above written.

**WestCoast Golf Services, Inc.**

By: /s/ Sanjay Sabnani

Name: Sanjay Sabnani

Title: President

**General Mayhem Acquisition Corp.**

By: /s/ Sanjay Sabnani

Name: Sanjay Sabnani

Title: President



**ROSS MILLER**  
Secretary of State  
204 North Carson Street, Ste 1  
Carson City, Nevada 89701-4226  
(775) 684-3700  
Website: secretaryofstate.biz

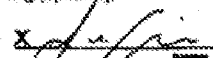
Filed to the office of **Secretary of State**  
**20080211761-56**  
Filing Date and Time  
**03/27/2008 1:15 PM**  
Case Number  
**E0226002006-1**

**Certificate of Change Pursuant  
to NRS 78.209**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ADDITIONAL SPACES FOR OFFICE USE ONLY

**Certificate of Change filed Pursuant to NRS 78.209  
For Nevada Profit Corporations**

1. Name of corporation:  
WESTCOAST GOLF EXPERIENCES, INC.
2. The board of directors have adopted a resolution pursuant to NRS 78.209 and have obtained any required approval of the stockholders.
3. The current number of authorized shares of the par value, if any, of each class or series, if any, of shares before the change:  
COMMON: 75,000,000 .001
4. The number of authorized shares and the par value, if any, of each class or series, if any, of shares after the change:  
COMMON: 975,000,000 .001
5. The number of shares of each affected class or series, if any, to be issued after the change in exchange for each issued share of the same class or series:  
COMMON: 13
6. The provisions, if any, for the issuance of fractional shares, or for the payment of money or the issuance of scrip to stockholders otherwise entitled to a fraction of a share and the percentage of outstanding shares affected thereby:
7. Effective date of filing (optional): 3/25/08
8. Officer Signature:  \_\_\_\_\_ CEO

**IMPORTANT:** Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State, 204 North Carson Street  
Carson City, NV 89701-4226

STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Filing Acknowledgement

April 8, 2008

<b>Job Number</b> C20080408-1224	<b>Corporation Number</b> E0226002005-1	
<b>Filing Description</b> Merge In	<b>Document Filing Number</b> 20080243593-86	<b>Date/Time of Filing</b> April 8, 2008 10:55:16 AM
<b>Corporation Name</b> CROWDGATHER, INC.	<b>Resident Agent</b> RESIDENT AGENTS OF NEVADA, INC.	

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recordings Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

ROSS MILLER  
Secretary of State

Commercial Recording Division  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138



ROSS MILLER  
 Secretary of State  
 304 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4239  
 (775) 684-5768  
 Website: secretaryofstate.biz

Filed in the office of	Document Number
	20080243583-86
Ross Miller	Filing Date and Time
Secretary of State	04/08/2008 10:55 AM
State of Nevada	Folio Number
	E0228002005-1

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 1

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(Pursuant to Nevada Revised Statutes Chapter 92A)  
 (excluding 92A.200(4b))

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.

Crowd Mayhem Acquisition Corp.

Name of merging entity  
 Nevada Corporation  
 Jurisdiction Entity type \*

Name of merging entity  
 Jurisdiction Entity type \*

Name of merging entity  
 Jurisdiction Entity type \*

Name of merging entity  
 Jurisdiction Entity type \*

and,  
 West Coast Golf Experiences, Inc. (to be renamed CrowdGolf, Inc.)

Name of surviving entity  
 Nevada Corporation  
 Jurisdiction Entity type \*

\* Corporation, non-profit corporation, limited partnership, limited liability company or business trust.  
 Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 04/08/2008 Page 1 of 007  
 Revised by 02/11/07



ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Ste 7  
 Carson City, Nevada 89701-4293  
 (775) 684-5768  
 Website: secretaryofstate.biz

**Articles of Merger**  
 (PURSUANT TO NRS 92A.205)  
 Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.1 50):

Attn: \_\_\_\_\_  
 c/o: \_\_\_\_\_

3) (Choose one)

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.205).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.155).

4) Owner's approval (NRS 92A.206)(options a, b, or c must be used, as applicable, for each entity) (if there are more than four merging entities, check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity):

(a) Owner's approval was not required from

General Mayhem Acquisition Corp.  
 Name of merging entity, if applicable  
 \_\_\_\_\_  
 Name of merging entity, if applicable  
 \_\_\_\_\_  
 Name of merging entity, if applicable  
 \_\_\_\_\_  
 Name of merging entity, if applicable  
 \_\_\_\_\_

and, or:

West Coast Coal Enterprises, Inc. (to be renamed CrownRibbon, Inc.)  
 Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State-Old Merger Page 2 2017  
 Nevada.com 05/07/07



ROSS MILLER  
 Secretary of State  
 304 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4238  
 (775) 884 5758  
 Website: secretaryofstate.nv

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 3

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(b) The plan was approved by the required consent of the owners of:

\_\_\_\_\_  
 Name of merging entity, if applicable

\_\_\_\_\_  
 Name of merging entity, if applicable

\_\_\_\_\_  
 Name of merging entity, if applicable

\_\_\_\_\_  
 Name of merging entity, if applicable

and, or:

\_\_\_\_\_  
 Name of surviving entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State and Attorney Page 3, 2007  
 Revised on: 3/16/07



ROSS MILLER  
 Secretary of State  
 294 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4298  
 (775) 684-6768  
 Website: secretaryofstate.nv.gov

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.180):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

\_\_\_\_\_  
 Name of merging entity, if applicable

\_\_\_\_\_  
 Name of merging entity, if applicable

\_\_\_\_\_  
 Name of merging entity, if applicable

\_\_\_\_\_  
 Name of merging entity, if applicable

and, or

\_\_\_\_\_  
 Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State Form 100-1000 Page 4 (2007)  
 Revised 01/05/09





ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4226  
 (775) 684-5700  
 Website: secretaryofstate.nv.gov

**Articles of Merger**  
 (PURSUANT TO NRS 92A.200)  
 Page 5

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3) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available, (NRS 92A.240):

Article 1 of the surviving corporation's Articles of Incorporation shall be amended in its entirety to read as follows:

The name of the corporation is: CrowdCatcher, Inc.

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached.

or

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.206).

7) Effective date (optional):

[Empty box for effective date]

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please indicate them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles presented by the secretary of state must accompany the amended and restated articles. Pursuant to NRS 92A.150 (reorg of subsidiary into parent - Nevada parent owning 50% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

\*\* A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 180 days after the articles are filed (NRS 92A.240).

This form must be accompanied by appropriate fees

Nevada Secretary of State, AM Merger Page 5 (2007)  
 Nevada Rev. Stat. Title 92A



ROSE MULLER  
 Secretary of State  
 204 North Carson Street, Ste 1  
 Carson City, Nevada 89701-4288  
 (775) 684-6728  
 Website: secretaryofstate.nv

**Articles of Merger**  
 (PURSUANT TO NRS 92A.030)  
 Page 6

See below for proper filing information

Above boxes are for electronic filing only

Signatures must be obtained by: An officer of each Nevada corporation; A general partner of each Nevada limited partnership; A general partner of each Nevada limited liability company with managers or all the members if there are no managers; A trustee of each Nevada business trust (NRS 92A.230) if there is more than one merging entity; check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.

General Motors Association Corp.  
 Name of merging entity  
 Signature: [Signature] President Title Date

Name of merging entity  
 X  
 Signature: \_\_\_\_\_ Title Date

Name of merging entity  
 X  
 Signature: \_\_\_\_\_ Title Date

Name of merging entity  
 X  
 Signature: \_\_\_\_\_ Title Date

WorCable Corp/Experiance, Inc. (to be renamed WorCable, Inc.)  
 Name of merging entity  
 Signature: [Signature] President Title Date

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.030). Additional signature blocks may be added to this page or as an attachment, as needed.  
 IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees

SUBSCRIPTION AGREEMENT

WestCoast Golf Experiences, Inc.  
4199 Campus Drive, Suite 550  
Irvine, California 92612

Gentlemen:

1. On the terms and subject to the conditions of this Subscription Agreement ("Subscription Agreement"), the undersigned hereby subscribes for the number shares of \$.001 par value common stock ("Shares") of WestCoast Golf Experiences, Inc., a Nevada corporation ("Company") as set forth on the signature page hereto, at a purchase price of \$0.89 per share.

The subscriber is sending: (1) an executed copy of this Subscription Agreement, and (2) **either a check in US funds** made out to "WestCoast Golf Experiences, Inc." for the full amount of the purchase price for the Shares for which the undersigned is subscribing to:

WestCoast Golf Experiences, Inc.  
4199 Campus Drive, Suite 550  
Irvine, California 92612

or

The subscriber may **wire transfer** immediately available U.S. funds for the full amount of the purchase price of the Shares for which the undersigned is subscribing plus all wire transfer fees to:

Bank Name	Bank of America
ABA Routing No.:	_____
Account No.:	_____
Reference:	(Your Name) for WestCoast Golf Experiences, Inc.

2. Representations and Warranties. In order to induce the Company to accept this subscription, the undersigned hereby represents and warrants to, and covenants with, the Company as follows:

(a) The undersigned has received and carefully reviewed such information and documentation relating to the Company that the undersigned has requested, including without limitation, the Company's filings with the U.S. Securities and Exchange Commission;

(b) The undersigned has had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Company and terms and conditions of his or her proposed investment in the Company, and all such questions, if any, have been answered to the full satisfaction of the undersigned;

(c) The undersigned has such knowledge and expertise in financial and business matters that the undersigned is capable of evaluating the merits and risks involved in an investment in the Shares;

(d) The undersigned understands that the Company has determined that the exemption from the registration provisions of the Securities Act of 1933, as amended (the "Securities Act"), provided by Regulation S with respect to non U.S. purchasers is applicable to the offer and sale of the Shares, based, in part, upon the representations, warranties and agreements made by the undersigned herein;

(e) Except as set forth herein, no representations or warranties have been made to the undersigned by the Company or any agent, employee or affiliate of the Company and in entering into this transaction the undersigned is not relying upon any information, other than the results of independent investigation by the undersigned;

(f) The undersigned acknowledges that it has been called to his or her attention by those persons with whom the undersigned has dealt in connection with his or her proposed investment in the Company, that the Company has a limited operating history with no revenues or earnings and the Company may never have any revenues or earnings, and that the undersigned's proposed investment in the Company involves significant risks which may result in the loss of that investment, or a portion thereof;

(g) The undersigned has full power and authority to execute and deliver this Subscription Agreement and to perform the obligations of the undersigned hereunder and this Subscription Agreement is a legally binding obligation of the undersigned in accordance with its terms; and

(h) Regulation S (only with respect to purchasers that are non-U.S. Persons).

(i) The undersigned understands and acknowledges that (A) the Shares acquired pursuant to this Subscription Agreement have not been registered under the Securities Act and are being sold in reliance upon an exemption from registration afforded by Regulation S; and that such Shares have not been registered with any state securities commission or authority; (B) pursuant to the requirements of Regulation S, the Shares may not be transferred, sold or otherwise exchanged unless in compliance with the provisions of Regulation S and/or pursuant to registration under the Securities Act, or pursuant to an available exemption thereunder; and (C) other than as set forth in this Subscription Agreement between the Company and the undersigned, the Company is under no obligation to register the Shares under the Securities Act or any state securities law, or to take any action to make any exemption from any such registration provisions available.

(ii) (A) The undersigned is not a U.S. person and is not acquiring the Shares for the account of any U.S. person; (B) if a corporation, it is not organized or incorporated under the laws of the United States; (C) if a corporation, no director or executive officer is a national or citizen of the United States; and (D) it is not otherwise deemed to be a "U.S. Person" within the meaning of Regulation S.

(iii) The undersigned, if not an individual, was not formed specifically for the purpose of acquiring the Shares purchased pursuant to this Subscription Agreement.

(iv) The undersigned is purchasing the Shares for its own account and risk and not for the account or benefit of a U.S. Person as defined in Regulation S and no other person has any interest in or participation in the Shares or any right, option, security interest, pledge or other interest in or to the Shares. The undersigned understands, acknowledges and agrees that it must bear the economic risk of its investment in the Shares for an indefinite period of time and that prior to any such offer or sale, the Company may require, as a condition to effecting a transfer of the Shares, an opinion of counsel, acceptable to the Company, as to the registration or exemption therefrom under the Securities Act and any state securities acts, if applicable.

(v) The undersigned will, after the expiration of the Restricted Period, as set forth under Regulation S Rule 903(b)(3)(iii)(A), offer, sell, pledge or otherwise transfer the Shares only in accordance with Regulation S, or pursuant to an available exemption under the Securities Act and, in any case, in accordance with applicable state securities laws. The transactions contemplated by this Subscription Agreement have neither been pre-arranged with a purchaser who is in the United States or who is a U.S. Person, nor are they part of a plan or scheme to evade the registration provisions of the United States federal securities laws.

(vi) The offer leading to the sale evidenced hereby was made in an "offshore transaction." For purposes of Regulation S, the undersigned understands that an "offshore transaction" as defined under Regulation S is any offer or sale not made to a person in the United States and either (A) at the time the buy order is originated, the purchaser is outside the United States, or the seller or any person acting on his behalf reasonably believes that the purchaser is outside the United States; or (B) for purposes of (1) Rule 903 of Regulation S, the transaction is executed in, or on or through a physical trading floor of an established foreign exchange that is located outside the United States or (2) Rule 904 of Regulation S, the transaction is executed in, on or through the facilities of a designated offshore securities market, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States.

(vii) Neither the undersigned nor any affiliate of the undersigned or any person acting on its behalf, has made or is aware of any "directed selling efforts" in the United States, which is defined in Regulation S to be any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Shares being purchased hereby.

(viii) The undersigned understands that the Company is the seller of the Shares which are the subject of this Subscription Agreement, and that, for purpose of Regulation S, a “distributor” is any underwriter, dealer or other person who participates, pursuant to a contractual arrangement, in the distribution of securities offered or sold in reliance on Regulation S and that an “affiliate” is any partner, officer, director or any person directly or indirectly controlling, controlled by or under common control with any person in question. The undersigned agrees that it will not, during the Restricted Period set forth under Rule 903(b)(iii)(A), act as a distributor, either directly or through any affiliate, nor shall it sell, transfer, hypothecate or otherwise convey the Shares other than to a non-U.S. Person.

(ix) The undersigned acknowledges that the Shares will bear a legend in substantially the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN OFFERED AND SOLD IN AN “OFFSHORE TRANSACTION” IN RELIANCE UPON REGULATION S AS PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION. ACCORDINGLY, THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “SECURITIES ACT”) AND MAY NOT BE TRANSFERRED OTHER THAN IN ACCORDANCE WITH REGULATION S, PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY. THE SECURITIES REPRESENTED BY THIS CERTIFICATE CANNOT BE THE SUBJECT OF HEDGING TRANSACTIONS UNLESS SUCH TRANSACTIONS ARE CONDUCTED IN COMPLIANCE WITH THE SECURITIES ACT.

3. The undersigned understands that this subscription is not binding upon the Company until the Company accepts it, which acceptance is at the sole discretion of the Company and is to be evidenced by the Company’s execution of this Subscription Agreement where indicated. This Subscription Agreement shall be null and void if the Company does not accept it as aforesaid. The undersigned further understands that all the offering proceeds will be placed directly in the Company’s bank account. In the event the Company does not accept the offering proceeds, the offering will not be completed and all offering proceeds will thereafter be promptly returned to investors without interest or deduction.

4. The undersigned has no right to require that the Shares be registered pursuant to the provisions of the Securities Act, or otherwise. The undersigned further acknowledges and agrees that the Company has no obligation to assist the undersigned in obtaining any exemption from any registration requirements imposed by applicable law. The undersigned also acknowledges and agrees that he or she shall be responsible for compliance with all conditions on transfer imposed by a securities administrator or similar person of any state, province or territory.

5. The undersigned understands that the Company may, in its sole discretion, reject this subscription, in whole or in part, and/or reduce this subscription in any amount and to any extent, whether or not pro rata reductions are made of any other investor's subscription.

6. The undersigned agrees to indemnify the Company and hold it harmless from and against any and all losses, damages, liabilities, costs and expenses which it may sustain or incur in connection with the breach by the undersigned of any representation, warranty or covenant made by the undersigned.

7. Neither this Subscription Agreement nor any of the rights of the undersigned hereunder may be transferred or assigned by the undersigned.

8. Except as otherwise provided herein, this Subscription Agreement (i) may only be modified by a written instrument executed by the undersigned and the Company; (ii) sets forth the entire agreement of the undersigned and the Company with respect to the subject matter hereof; (iii) shall be governed by the laws of the State of Delaware applicable to contracts made and to be wholly performed therein; and (iv) shall inure to the benefit of, and be binding upon the Company and the undersigned and their respective heirs, legal representatives, successors and permitted assigns.

9. Unless the context otherwise requires, all personal pronouns used in this Subscription Agreement, whether in the masculine, feminine or neuter gender, shall include all other genders.

10. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified or registered mail, return receipt requested, postage prepaid, as follows: if to the undersigned, to the address set forth on the signature page hereto; and if to the Company, to WestCoast Golf Experiences, Inc., 4199 Campus Drive, Suite 550, Irvine, California 92612, Attention: President or to such other address as the Company or the undersigned shall have designated to the other by like notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this \_\_\_\_ day of April 2008.

Number of Shares Subscribed for \_\_\_\_\_

Subscription Amount: \_\_\_\_\_

Organization Signature:

Clear Smart International Limited

By: \_\_\_\_\_  
Name:  
Title:

Individual Signature:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Additional Signature of Joint Owner

\_\_\_\_\_  
Print Name

(All Subscribers should please print information below exactly as you wish it to appear in the records of the Company)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number of Individual or other Taxpayer I.D. Number

Address: \_\_\_\_\_

Address for notices if different: \_\_\_\_\_

\_\_\_\_\_  
Number and Street

\_\_\_\_\_  
Number and Street

\_\_\_\_\_  
City Country Postal Code

\_\_\_\_\_  
City Country Postal Code

Please check the box to indicate form of ownership (if applicable):

TENANTS-IN-COMMON Y <i>(Both Parties must sign above)</i>	JOINT TENANTS WITH RIGHT OF SURVIVORSHIP Y <i>(Both Parties must sign above)</i>	COMMUNITY PROPERTY Y <i>(Both Parties must sign above)</i>
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**ACCEPTANCE OF SUBSCRIPTION**

The foregoing subscription is hereby accepted by WestCoast Golf Experiences, Inc. this \_\_\_\_ day of April 2008, for \_\_\_\_\_ Shares.

**WestCoast Golf Experiences, Inc.**

By: \_\_\_\_\_

Name:

Title: President

STOCK CANCELLATION AGREEMENT

This Stock Cancellation Agreement (this "Agreement") is made and entered into effective as of April 1, 2008, by and between WestCoast Golf Experiences, Inc., a Nevada corporation (the "Company"), and Roger Arnet (the "Stockholder").

WHEREAS, the Stockholder is the record and beneficial owner of a total of 25,943,182 shares (the "Shares") of the Company's common stock (post-13-for-1 forward stock split), par value \$0.001 per share (the "Common Stock");

WHEREAS, the Board of Directors of the Company has approved a proposed short-form merger agreement (the "Other Agreement"), pursuant to which the Company shall merge with its wholly-owned subsidiary, which General Mayhem LLC, a California limited liability company, previously merged into; and

WHEREAS, the Stockholder desires to have cancelled and the Company desires to cancel all of the Shares in exchange for certain computer equipment of the Company and repayment of certain debt of the Company held by the Stockholder (the "Consideration").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, the parties hereto agree as follows:

1. Cancellation of Shares. Upon the terms and subject to the conditions set forth in this Agreement, at Closing (as defined below), the Stockholder's Shares are hereby cancelled and shall be of no further force or effect. At the Closing, Stockholder shall deliver to the Company the certificate or certificates representing the Shares, duly executed for cancellation, or accompanied by stock powers duly executed in blank (with a medallion guarantee or such other evidence of signature as the Company's transfer agent may require).

2. Payment of Consideration. At the Closing, the Company shall pay and deliver the Consideration to the Stockholder.

3. Closing. Subject to the satisfaction or waiver of the conditions set forth in Section 5 of this Agreement (other than conditions with respect to actions to be taken at the Closing), the consummation of the transactions contemplated hereby (the "Closing") shall take place at the offices of the Company or at such other place as the parties may mutually agree, simultaneously with the consummation of the transactions contemplated by the Other Agreement or such other date as the parties may mutually agree (the "Closing Date").

4. Representations of Stockholder. The Stockholder represents and warrants to the Company, as of the date hereof and the Closing Date, that:

a. Stockholder has the legal capacity to execute, deliver and perform his obligations under this Agreement. This Agreement has been duly executed and delivered by Stockholder and is a valid and legally binding agreement of Stockholder enforceable against him in accordance with its terms.

b. Stockholder is the sole holder of record of the Shares, and is the beneficial owner of the Shares, free and clear of all Liens, and there exists no restriction on the transfer of the Shares to the Company. Stockholder shall deliver to the Company at Closing good and marketable title to the Shares free and clear of all Liens.

c. Stockholder is not the record or beneficial holder of any shares of Common Stock other than the Shares.

d. No action has been taken by Stockholder that would give rise to a claim against the Company for a brokerage commission, finder's fee or other like payment with respect to the transactions contemplated by this Agreement.

5. Conditions to Closing.

a. The obligations of Stockholder at Closing are subject to his receipt of the Consideration for the Shares.

b. The obligations of the Company at Closing are subject to its receipt of the certificate or certificates evidencing the Shares, duly endorsed in blank or accompanied by duly executed stock powers, with a medallion guarantee or such other evidence of signature as the Company's transfer agent may require.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada without regard to conflict-of-laws rules.

7. Undertakings. Each of Stockholder and the Company hereby agrees to take whatever additional action and execute whatever additional documents may be reasonably necessary or advisable in order to carry out or effect one or more of the provisions of this Agreement, including a change by the Company of its corporate name.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. Entire Agreement. This Agreement and the agreements and instruments to be delivered by the parties on Closing represent the entire understanding and agreement between the parties and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings.

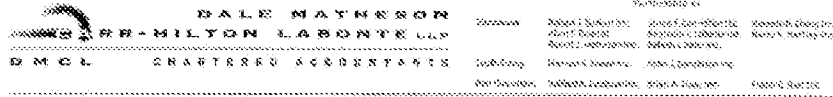
*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have executed this Stock Repurchase Agreement as of the day and year first indicated above.

By: /s/ Roger Arnet  
\_\_\_\_\_  
Roger Arnet

**WestCoast Golf Experiences, Inc.,**  
a Nevada corporation

By: /s/ Suzanne Fischer  
\_\_\_\_\_  
Suzanne Fischer, President



April 8, 2008

Securities and Exchange Commission  
Division of Corporation Finance  
100 E Street, N.E.  
Washington, DC 20549

Ladies and Gentlemen:

We are the former independent accountants for Crowdfunder, Inc. (formerly WestCoast Golf Experiences, Inc.), a Nevada corporation (the "Company"). We have been furnished with a copy of the Company's filing on Form S-1K (discussing our dismissal as independent public accountants of the Company). We confirm our agreement with the statements made in such disclosure *insofar as they relate to our firm*. We are not in a position to agree or disagree with the statements in such disclosure regarding the approval of our dismissal by the Board of Directors of the Company or the appointment of or consultation with new independent accountants by the Company.

Yours truly,

Dale Matheson Char-Milton Labonte LLP  
Chartered Accountants

Vancouver 604-681-1111 West-Boulder Street, Vancouver, B.C., Canada V6B 4G1, Tel: 604 681 4747 • Fax: 604 689 3776 • Main Reception  
North Surrey 604-595-8215 8215 Street, North Surrey, B.C., Canada V3N 1Z1, Tel: 604 595 8215 • Fax: 604 595 8516  
Port Moody 604-299-6666 6666 Highway, Port Moody, B.C., Canada V3H 2S5, Tel: 604 936 6666 • Fax: 604 944 1977

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