

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

**FORM S-1**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**K-KITZ, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**5099**  
(Primary Standard Industrial  
Classification Code Number)

**20-5313323**  
(I.R.S. Employer Identification  
Number)

**1630 Integrity Drive East  
Columbus, Ohio 43209  
Tel: (614) 449-8614  
Fax: (614) 449-9605**  
(Address, including zip code, and telephone  
number, including area code, of registrant's  
principal executive offices)

**Jennifer H. Jarvis  
President and Chief  
Executive Officer  
K-Kitz, Inc.  
1630 Integrity Drive East  
Columbus, Ohio 43209  
Tel: (614) 449-8614  
Fax: (614) 449-9605**  
(Name, address, including zip code, and  
telephone number, including area code, of  
agent for service)

Copies of communications to:  
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200 Park Avenue, 15<sup>th</sup> Floor  
New York, New York 10166  
Attention: Spencer G. Feldman, Esq.  
Tel: (212) 801-9200  
Fax: (212) 801-6400**

**As soon as practicable after the effective date of this Registration Statement**  
(Approximate date of commencement of proposed sale to the public)

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

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

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

<b>Title of each class of securities to be registered</b>	<b>Amount to be registered(1)</b>	<b>Proposed maximum offering price per share</b>	<b>Proposed maximum aggregate offering price</b>	<b>Amount of registration fee (2)</b>
Common Stock, par value \$0.000001 per share	2,000,000 shares	\$ 0.05	100,000	\$ 5.58

- (1) In accordance with Rule 416(a) under the Securities Act, the registrant is also registering hereunder an indeterminate number of shares that may be issued and resold resulting from stock splits, stock dividends or similar transaction.
- (2) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(c) under the Securities Act.

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

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The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the U.S. Securities and Exchange Commission is declared effective. This prospectus is not an offer to sell these securities, and we are not soliciting offers to buy these securities in any state where the offer or sale is not permitted.

**PROSPECTUS** (Subject to Completion)  
Issued April 6, 2009

**K-KITZ, INC.**

**Shares of Common Stock**  
**1,000,000 Minimum - 2,000,000 Maximum**

Before this offering, there has been no public market for our shares of common stock. Assuming we raise the minimum amount in this offering, we will attempt to have the shares quoted on the OTC Bulletin Board. There is no assurance that the shares will ever be quoted on the OTC Bulletin Board. To be quoted on the OTC Bulletin Board, a market maker must apply to make a market in our common stock.

We are offering up to a total of 2,000,000 shares of common stock on a self-underwritten basis, 1,000,000 shares minimum, and 2,000,000 shares maximum. The offering price is \$0.05 per share. In the event that 1,000,000 shares are not sold within 180 days, at our sole discretion, we may extend the offering for an additional 90 days. In the event that 1,000,000 shares are not sold within the 180 days or within the additional 90 days if extended, all money received by us and held in escrow will be promptly returned to you without charge, deduction or interest. If at least 1,000,000 shares are sold within 180 days or within the additional 90 days if extended, all money received by us will be retained by us and there will be no refund. There are no minimum purchase requirements for each individual investor. The proceeds of this offering will be deposited at Fifth Third Bank, Columbus, Ohio, in an escrow account established by us, until we have sold at least 1,000,000 shares of common stock. Once we sell at least 1,000,000 shares of common stock, Fifth Third Bank will release the funds from escrow to us.

There are no underwriting commissions involved in this offering. Our common stock will be sold on our behalf by our officers and directors. The intended methods of communication with potential investors include, without limitation, telephone calls and personal contacts. Our officers and directors will not receive any commissions or proceeds from the offering for selling the shares on our behalf.

**Investing in our common stock involves a high degree of risk. Please see "Risk Factors" starting on page 5.**

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is \_\_\_\_\_, 2009.

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**K-KITZ, INC.**

**TABLE OF CONTENTS**

	<u>Page</u>
SUMMARY OF OUR OFFERING	3
RISK FACTORS	5
USE OF PROCEEDS	9
DETERMINATION OF OFFERING PRICE	10
DILUTION OF THE PRICE YOU PAY FOR YOUR SHARES	10
MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	12
BUSINESS	17
DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE	20
CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS	22
SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS	23
PLAN OF DISTRIBUTION AND TERMS OF THE OFFERING	24
DESCRIPTION OF SECURITIES	28
LEGAL OPINION	30
EXPERTS	30
DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES	30
FINANCIAL STATEMENTS	F-1

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## SUMMARY OF OUR OFFERING

### Prospectus Summary

The following summary is only a shortened version of the more detailed information, exhibits and financial statements appearing elsewhere in this prospectus. Prospective investors are urged to read this prospectus in its entirety.

### Our Business

K-Kitz, Inc. designs, assembles, markets and sells emergency preparedness kits and supplies to school systems, municipalities, businesses and other customers. We combine our own direct marketing and sales effort, primarily through our kkitz.com website, with approximately 11 independent dealers which resell our products to these target buyers throughout the country.

We custom design and assemble most of our emergency preparedness kits based on the individual needs of a buyer. During 2008, we supplied kits to end-users such as the Board of Health of Franklin County, Ohio and the Roman Catholic Diocese for parochial schools in and around Columbus, Ohio, and to dealers such as Airgas Safety, Inc. and Safety Environmental Control, Inc. We believe these customers are representative of our overall customer base. We are able to assemble the kits using a variety of essential emergency supplies such as crank lanterns, weatherband radios, portable decontamination chambers, megaphones, first responder vests, protection facemasks, disposable gloves and blood pressure cuffs. Our approach is to be responsive to customer needs by performing these customized services, while also supplying a full line of products from a single source. Competition in this market is based largely on design capability, price, product quality, customer service and ability to meet delivery requirements.

We were incorporated in the state of Delaware on August 9, 2006. Our principal executive offices are located at 1630 Integrity Drive East, Columbus, Ohio 43209, and our telephone number is (614) 449-8614. Our web address is www.kkitz.com. Information on our website is not part of this prospectus.

As described more fully in the Risk Factors section below, we face numerous obstacles in operating and expanding our business, including:

- conservative state and municipal budgets which negatively affect spending by school systems and municipalities, our primary customers,
- lack of capital to significantly expand our marketing capabilities beyond our existing base in Columbus, Ohio,
- many competitors that make similar emergency preparedness kits, some of which operate in large geographical regions and sell nationally and have greater resources than we have, and
- our poor financial condition raises substantial doubt about our ability to continue as a going concern.

### The Offering

Following is a brief summary of this offering:

Securities being offered	A minimum of 1,000,000 shares of common stock and a maximum of 2,000,000 shares of common stock, par value \$0.000001 per share.
Offering price	\$0.05 per share.

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Offering period	The shares are being offered for a period not to exceed 180 days, unless extended by our board of directors for an additional 90 days.
Net proceeds to us	Approximately \$50,000 assuming the minimum number of shares is sold. Approximately \$100,000 assuming the maximum number of shares is sold.
Use of proceeds	We will use the net proceeds of this offering to expand our marketing efforts and for working capital.
Number of shares outstanding before the offering	4,500,000 shares.
Number of shares outstanding after the offering	5,500,000 shares (minimum); 6,500,000 shares (maximum)
Risk factors	Investing in our common stock involves a high degree of risk. The common stock offered in this prospectus is for investment purposes only and there is currently no public trading market for our common stock. Please refer to the sections "Risk Factors" and "Dilution" before making an investment in our stock.

The proceeds of the offering will be deposited at Fifth Third Bank, Columbus, Ohio, in an escrow account established by us. Fifth Third Bank will hold the funds in the account until we receive a minimum of \$50,000 at which time Fifth Third Bank will release the funds to us. Any funds received in excess of \$50,000 will immediately be available to us. If we do not receive the minimum amount of \$50,000 within 180 days of the effective date of our registration statement, we may extend the offering for an additional 90 days. If we have not received the minimum amount at the end of the 90-day extension, Fifth Third Bank will promptly return all funds to you without charge, deduction or interest. During the 180-day period and possible additional 90-day period, no funds will be returned to you. You will only receive a refund of your subscription if we do not raise a minimum of \$50,000 within the 180-day period referred to above which could be expanded by an additional 90 days at our discretion for a total of 270 days.

#### **Selected Financial Data**

The following financial information summarizes the more complete historical financial information at the end of this prospectus.

	<b>Year ended December 31,</b>	
	<b>2008</b>	<b>2007</b>
<b><u>Income Statement Data:</u></b>		
Revenue	\$ 459,229	\$ 197,120
Total operating expenses	448,825	187,465
Net income	8,392	7,789
<b><u>Balance Sheet Data (at end of period):</u></b>		
Total assets	\$ 140,606	\$ 60,564
Total current liabilities	105,028	33,378
Total stockholders' equity	35,578	27,186

## RISK FACTORS

**Please consider the following risk factors before deciding to invest in our common stock. We discuss all material risks in the risk factors.**

### **Risks Associated with K-Kitz**

**We depend on state and municipal budgets, which have been cut over the past several years, and negatively affect spending by school systems and municipalities, which are our primary customers.**

Our primary market depends on the adequacy of funding of school systems and municipalities. As a result of conservative state and municipal budgets caused by the current economic slowdown, we believe this market has not experienced any appreciable growth over the past several years. This was particularly true in our major geographic market, which is the central Ohio area. In addition, prices have trended upward for products used in our emergency preparedness kits. This, together with competitive bidding for orders, affects our overall profitability and, should these conditions persist, will continue to have an adverse effect on our financial result in the future.

**We have reported limited sales and net income, and there can be no assurance that we will ever generate significant sales or net income.**

We were incorporated in August 2006 and have had limited operations. Our operations are subject to all of the risks inherent in the establishment of a new business enterprise. The likelihood of our success must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the growth of a new business, the scaling-up of operations and the competitive environment in which we are operating. For the year ended December 31, 2008, we had revenue of \$459,229 and net income of \$8,392. As of December 31, 2008, we had total stockholders' equity of \$35,578. For the year ended December 31, 2007, we had revenue of \$197,120 and net income of \$7,789. No assurance can be given that we will continue to have net income or ever generate significant sales.

**Our poor financial condition raises substantial doubt about our ability to continue as a going concern.**

Our independent registered public accounting firm has indicated in its audit report for the year ended December 31, 2008, that, because we rely on loans and advances from related parties to meet our current liquidity needs, there is substantial doubt about our ability to continue as a going concern. Our poor financial condition could inhibit our ability to achieve our business plan.

**We compete with many different companies, some of which operate in large geographical regions and sell nationally with greater resources than we have.**

We compete with a variety of companies that manufacture or distribute emergency preparedness kits. While many competitors are small, privately-owned companies, some operate in large geographical regions and some sell nationally, either through a system of dealers, direct sales offices, or both, such as Aramsco (a Safeguard Industrial company), with greater financial and personnel resources than we have. Competition in these markets is based largely on design capability, price, product quality, customer service and ability to meet delivery requirements.

**We could be exposed to product liability if the products we sell malfunction, and such damages may be substantial.**

The products we sell are intended to be used in emergency and disaster situations. Although we do not sell products for immediate medical treatment or for use in a "life or death" situation, in the event of a malfunction of any of our products, irrespective of the cause, we could be sued alone or along with other companies and become liable for substantial damages. We have secured product liability insurance aggregating \$1,000,000. There can be no assurance that such insurance will be adequate to protect us from defense costs and a possible adverse judgment against us.

**We have a limited marketing and sales capability, which would not currently support extensive growth and could cause our results of operations to be stagnant.**

We have limited internal marketing and sales capability at this time. We also presently use independent dealers to market our products. These dealers handle other product lines, many of which may be of greater significance to them than our products. Currently, our own direct marketing and sales force and independent dealers would not support extensive growth. This limited marketing and sales capability could cause our results of operations to be stagnant for an indefinite period of time.

**We have a need for the proceeds of this offering to expand our marketing efforts and for subsequent funding thereafter.**

We have a need for the proceeds of this offering in order to finance our planned marketing efforts that would include exhibiting our products at selected trade shows and conducting print and direct-mail campaigns to targeted customers. No assurance can be given that the amount of money being allocated to such marketing efforts will be sufficient to complete these plans, or that we will derive any profits from these planned marketing efforts. Additionally, although we believe the anticipated proceeds of this offering, together with cash on hand and projected cash flow from operating activities, will allow us to conduct our operations for at least the next 12 to 18 months, our continued operations thereafter will depend upon the availability of cash flow, if any, from our operations or our ability to raise additional funds through equity or debt financing. There is no assurance that we will be able to obtain additional funding when it is needed, or that such funding, if available, will be obtainable on terms and conditions favorable to or affordable by us. If we cannot obtain needed funds, we may be forced to curtail our activities.

**If Jennifer H. Jarvis resigns or dies without our having found a replacement, our operations may be suspended or cease. If that should occur, you could lose your investment.**

Jennifer H. Jarvis is our President, Chief Executive Officer and Chief Financial Officer. We are dependent upon her to coordinate the marketing of our products and for her knowledge and contacts in our business. If Ms. Jarvis should resign or die there will be no one with her knowledge to operate the company. Further, we do not have an employment agreement with Ms. Jarvis and we do not have key-person life insurance for our benefit should she die. If we lose the services of Ms. Jarvis, and until we find another person to replace her, our operations may be suspended. In that event, it is possible you could lose your entire investment.

**We use a small number of suppliers for our products, and rely on them for prompt shipment and quality control.**

The products used by us to produce our emergency preparedness kits are currently provided to our specifications by single suppliers, so as to maintain good relations for prompt shipments to us when required and for consistent product quality standards. Our management believes that alternative sources of supply of these materials used by us to produce our kits are readily available. We have never experienced any difficulty with the quantity or quality of products from our product suppliers. All other component products are readily available from a variety of sources.

**Our technology and know-how is unpatented and others may seek to copy it without compensating us.**

We do not patent technology or other know-how developed by us relating to our decontamination chambers or pumps or certain other minor products and processes, and we cannot be sure that others will not independently develop the same or similar technology, or otherwise obtain access to and use our technology or know-how without compensating us. To protect our rights in these areas, we require all employees, consultants and others who work for or with us to enter into confidentiality agreements. We cannot be sure that these agreements will provide meaningful protection for our know-how, trade secrets or other information in the event of any unauthorized use, misappropriation or disclosure. We do not, however, consider the grant of patents essential to the success of our business.



**Having only two officers and directors (the same persons) limits our ability to establish effective independent corporate governance procedures and increases the control of our senior executive officer.**

We have only two directors, who are also our executive officers. Accordingly, we cannot establish board committees comprised of independent members to oversee functions like compensation or audit issues. In addition, a tie vote of board members is decided in favor of the chairman (who is Jennifer H. Jarvis, our President, Chief Executive Officer and Chief Financial Officer), which gives Ms. Jarvis significant control over all corporate issues.

Unless and until we have a larger board of directors that would include one or more independent members, there will be limited oversight of Ms. Jarvis' decisions and activities and little ability for you to challenge or reverse those activities and decisions, even if they are not in your best interests.

#### **Risks Associated with this Offering**

**Because there is no public trading market for our common stock, you may not be able to resell your stock and, as a result, your investment is illiquid.**

There is currently no public trading market for our common stock. Therefore, there is no central place, such as a stock exchange or electronic trading system, to resell your shares. If you do want to resell your shares, you will have to locate a buyer and negotiate your own sale, of which there is no assurance. As a result, your investment is illiquid.

**We are selling the shares offered in this prospectus without an underwriter and may not be able to sell all of the shares.**

The shares of common stock are being offered on our behalf by our officers and directors on a self-underwritten efforts basis. No broker/dealer has been retained as an underwriter and no broker/dealer is under any obligation to purchase any shares. There are no firm commitments to purchase any of the shares in this offering. Consequently, there is no guarantee that we, through our officers and directors, are capable of selling all of the shares offered in this prospectus.

**Finra sales practice requirements may limit a stockholder's ability to buy and sell our stock.**

The Financial Industry Regulatory Authority, or Finra, has adopted rules that require that in recommending an investment to a customer, a broker/dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker/dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, Finra believes that there is a high probability that speculative low-priced securities will not be suitable for at least some customers. Finra requirements will make it more difficult for broker/dealers to recommend that their customers buy our common stock when traded, which may have the effect of reducing the level of trading activity and liquidity of our common stock in the future. Further, many brokers charge higher fees for penny stock transactions. As a result, fewer broker/dealers may be willing to make a market in our common stock, reducing a stockholder's ability to resell shares of our common stock.

**Jennifer H. Jarvis will continue to exercise significant control over our operations. As a minority stockholder, you would have no control over certain matters requiring stockholder approval that could affect your ability to resell any shares you purchase in this offering.**

If the maximum offering is achieved, Jennifer H. Jarvis will own 69.2% of our then outstanding shares of common stock. Due to the controlling amount of her share ownership, she will have a significant influence in determining the outcome of all corporate transactions, including the election of directors, approval of significant corporate transactions, changes in control of the company or other matters that could affect your ability to ever resell your shares. Ms. Jarvis' interests may differ from the interests of the other stockholders and thus result in corporate decisions that are disadvantageous to other stockholders.

**We will incur ongoing costs and expenses for SEC reporting and compliance and we may not be able to remain in compliance, making it difficult for investors to sell their shares, if at all.**

Our business plan allows for the estimated \$39,000 cost of this registration statement to be paid from existing cash on hand. We plan to contact a market maker promptly following the effective date of this registration statement (and do not currently expect any shortage of or delay in identifying a qualified market maker) and apply to have the shares quoted on the OTC Bulletin Board operated by Finra. To be eligible for quotation on the OTC Bulletin Board, issuers must remain current in their periodic report filings with the SEC. Securities that become delinquent in their required filings are removed. In order for us to remain in compliance we will require funds to cover the cost of these filings, which could comprise a substantial portion of our available cash resources. If we are unable to remain in compliance, it may be difficult for you to resell any shares you may purchase, if at all.

**We do not anticipate paying cash dividends on our common stock at any time. Don't buy our shares if you expect to receive dividends.**

We have never declared or paid dividends on our common stock and do not expect paying dividends on our common stock at any time in the foreseeable future.

**Our charter contains some anti-takeover provisions that may inhibit a takeover that might benefit you.**

The provisions in our certificate of incorporation relating to delegation to the board of directors of rights to determine the terms of preferred stock may have the effect not only of discouraging attempts by others to buy us, but also of making it more difficult or impossible for existing stockholders to make management changes. The ability of our board of directors to determine the terms of preferred stock, while providing flexibility in connection with possible business purchases and other corporate purposes, could make it more difficult for a third party to secure a majority of our outstanding shares of common stock.

## USE OF PROCEEDS

Our offering is being made on a \$50,000 minimum, \$100,000 maximum self-underwritten basis. The registration costs will be paid from cash on hand and not from the proceeds of this offering. The table below sets forth the use of proceeds if 1,000,000 shares (minimum) and 2,000,000 shares (maximum) of the offering are sold.

	<b>Sale of 1,000,000 Shares (Minimum)</b>	<b>Sale of 2,000,000 Shares (Maximum)</b>
Marketing efforts	\$ 30,000	\$ 60,000
Working capital	20,000	40,000
<b>Total</b>	<b>\$ 50,000</b>	<b>\$ 100,000</b>

The net proceeds of this offering will be used to expand our marketing efforts and for working capital. The proceeds allocated for marketing will be used principally to exhibit our products at selected trade shows scheduled in 2009-2010, and to engage in one or more print and direct-mail campaigns to targeted customers. See “Business Description — Sales and Markets.” A portion of the proceeds allocated for working capital will be used to add the latest e-commerce features to our website. If more than 1,000,000 shares are sold in this offering, we may determine to hire additional sales staff.

We believe the anticipated proceeds of this offering, together with cash on hand and projected cash flow from operating activities, will allow us to conduct our operations for at least the next 12 months if the minimum number of shares is sold and for at least 18 months if the maximum number of shares is sold.

There are no underwriting commissions involved in this offering. Our common stock will be sold on our behalf by our officers and directors. Our officers and directors will not receive any commissions or proceeds from the offering for selling the shares on our behalf.

## DETERMINATION OF OFFERING PRICE

The price of the shares we are offering was arbitrarily determined in order for us to raise up to a total of \$100,000 in this offering. The offering price bears no relationship whatsoever to our assets, earnings, book value or other criteria of value. Among the factors considered were:

- our limited operating history,
- the proceeds to be raised by the offering,
- the amount of capital to be contributed by purchasers in this offering in proportion to the amount of stock to be retained by our existing stockholders, and
- our relative cash requirements.

## DILUTION OF THE PRICE YOU PAY FOR YOUR SHARES

Dilution represents the difference between the offering price and the net tangible book value per share immediately after completion of this offering. Net tangible book value is the amount that results from subtracting total liabilities and intangible assets from total assets. Dilution arises mainly as a result of our arbitrary determination of the offering price of the shares being offered. Dilution of the value of the shares you purchase is also a result of the lower book value of the shares held by our existing stockholders.

As of December 31, 2008, the net tangible book value of our shares of common stock was approximately \$60,143, or approximately \$0.0133 per share based upon 4,500,000 shares outstanding. Our offering costs will be paid from cash on hand, not from the proceeds of this offering. Of our \$39,000 estimated offering costs, \$12,750 had already been paid as of December 31, 2008, resulting in \$26,250 remaining costs.

### **If 100% of the Shares Are Sold**

Upon completion of this offering, in the event all of the shares are sold, the net tangible book value of the 6,500,000 shares to be outstanding will be approximately \$160,143, or approximately \$0.024 per share. The net tangible book value of the shares held by our existing stockholder will be increased by \$0.011 per share without any additional investment on their part.

After completion of this offering, if 2,000,000 shares are sold, non-affiliated stockholders would own 30.8% of the total number of shares then outstanding for which non-affiliated stockholders will have made a cash investment of \$100,000, or \$0.05 per share. Our existing affiliated stockholder paid \$45,000 for 4,500,000 shares of common stock (at a price of \$0.01 per share). If 2,000,000 shares are sold in this offering, our existing affiliated stockholder will own 69.2% of the total number of shares then outstanding.

### **If the Minimum Number of the Shares Are Sold**

Upon completion of this offering, in the event 1,000,000 shares (the minimum) are sold, the net tangible book value of the 5,500,000 shares to be outstanding will be approximately \$110,143, or approximately \$0.017 per share. The net tangible book value of the shares held by our affiliated stockholder will be increased by \$0.0037 per share without any additional investment on her part.

After completion of this offering, if 1,000,000 shares are sold, non-affiliate stockholders will own 18.2% of the total number of shares then outstanding for which non-affiliate stockholders will have made a cash investment of \$50,000, or \$0.05 per share. Our existing affiliated stockholder paid \$45,000 for 4,500,000 shares of common stock (at a price of \$0.01 per share). If 1,000,000 shares are sold in this offering, our existing affiliated stockholder will own 81.8% of the total number of shares then outstanding.

The following table compares the differences of your investment in our shares with the investment of our existing stockholders.

**Existing Stockholder if all of the Shares are Sold**

Price per share	\$	0.024
Net tangible book value per share before offering	\$	60,143
Potential gain to existing stockholders	\$	0.011
Net tangible book value per share after offering	\$	160,143
Capital contribution of existing stockholder	\$	16,868
Number of shares outstanding before the offering		4,500,000
Number of shares after offering assuming the sale of the maximum number of shares sold		6,500,000
Percentage of ownership after offering		

**Purchasers of Shares in this Offering if all Shares Sold** 69%

Price per share	\$	0.05
Capital contributions of public investors	\$	100,000
Number of shares after offering held by public investors		2,000,000
Percentage of capital contribution by existing stockholder		69%
Percentage of capital contributions by public investors		31%
Percentage of ownership after offering		100%

**Purchasers of Shares in this Offering if the minimum number of Shares Sold**

Price per share	\$	0.05
Capital contributions of public investors	\$	50,000
Number of shares after offering held by public investors		1,000,000
Percentage of capital contribution by existing stockholder		81%
Percentage of capital contributions by public investors		19%
Percentage of ownership after offering		100%

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

This section of the prospectus includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements, which apply only as of the date of this prospectus. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or our predictions.

This Management's Discussion and Analysis contains not only statements that are historical facts, but also statements that are forward-looking (within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934). These forward-looking statements involve certain known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. These factors include, among others, the factors set forth above under "Risk Factors." The words "believe," "expect," "anticipate," "intend," "plan" and similar expressions identify forward-looking statements. We caution you not to place undue reliance on these forward-looking statements. We undertake no obligation to update and revise any forward-looking statements or to publicly announce the result of any revisions to any of the forward-looking statements in this document to reflect any future or developments. However, the Private Securities Litigation Reform Act of 1995 is not available to us as a non-reporting issuer. Further, Section 27A(b)(2)(D) of the Securities Act and Section 21E(b)(2)(D) of the Securities Exchange Act expressly state that the safe harbor for forward-looking statements does not apply to statements made in connection with an initial public offering or to statements made by a penny stock issuer such as us.

Although the forward-looking statements in this registration statement reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by us. Consequently, and because forward-looking statements are inherently subject to risks and uncertainties, the actual results and outcomes may differ materially from the results and outcomes discussed in the forward-looking statements. You are urged to carefully review and consider the various disclosures made by us in this report and in our other reports as we attempt to advise interested parties of the risks and factors that may affect our business, financial condition, and results of operations and prospects.

The following discussion of our financial condition and results of operations should be read in conjunction with our financial statements and the related notes, and other financial information included in this registration statement.

### Overview

K-Kitz, Inc. is a Delaware corporation formed on August 8, 2006. We custom design and assemble most of our emergency preparedness kits based on the individual needs of a buyer. During 2008, we supplied kits to end-users such as the Board of Health of Franklin County, Ohio and the Roman Catholic Diocese for parochial schools in and around Columbus, Ohio, and to dealers such as Airgas Safety, Inc. and Safety Environmental Control, Inc. We are able to assemble the kits using a variety of essential emergency supplies such as crank lanterns, weatherband radios, portable decontamination chambers, megaphones, first responder vests, protection facemasks, disposable gloves and blood pressure cuffs. Our approach is to be responsive to customer needs by performing these customized services, while also supplying a full line of products from a single source. Competition in this market is based largely on design capability, price, product quality, customer service and ability to meet delivery requirements.

We face numerous obstacles in operating and expanding our business, including:

- conservative state and municipal budgets which negatively affect spending by school systems and municipalities, our primary customers,
- lack of capital to significantly expand our marketing capabilities beyond our existing base in Columbus, Ohio,
- many competitors that make similar emergency preparedness kits, some of which operate in large geographical regions and sell nationally and have greater resources than we have, and
- our poor financial condition raises substantial doubt about our ability to continue as a going concern.

### **Revenue Recognition**

We recognize revenue from the sales of our products in accordance with Staff Accounting Bulletins 101 and 104. The criteria for recognition is as follows:

- persuasive evidence of an arrangement exists,
- delivery has occurred or services have been rendered,
- the seller's price to the buyer is fixed or determinable, and
- collectability is reasonably assured.

A majority of our revenues are generated through our catalogs, either through the Internet or telephone, at which time the customer places an order. Shipments of products are made as soon as the customized orders are placed in kits and quality checked. Revenues from sales of kits and related products are recorded when title transfers, which is typically upon shipment. Most shipments are made by commercial couriers. Invoicing occurs at shipment, by regular mail.

A major customer or vendor is a customer or vendor that represents 10% of our sales or purchases.

For the year ended December 31, 2008, we had three major customers representing approximately 80% of our sales: Franklin County, Ohio - 50.4%, Airgas Safety, Inc. - 17.8%, and Safety Environmental Control, Inc. - 10.8%. See "Business - Sales and Markets" for additional information about the nature of our customer relationships.

For the year ended December 31, 2008, we had three major vendors that represented approximately 91% of our purchases of merchandise: Jendco Safety Supply Inc. - 58.6%, Wolf Creek Co. - 18.9%, and TM Poly Film, Inc. - 13.9%. For additional information about our relationship with Jendco Safety Supply, see "Certain Relationships and Related Transactions."

### **Results of Operations**

#### **Year ended December 31, 2008 compared to Year ended December 31, 2007**

For the years ended December 31, 2008 and 2007, revenue earned from three customers amounted to approximately 80% and 69%, respectively, of total sales revenue. Accounts receivable from these customers equaled \$41,167 and \$11,912 of total receivables at December 31, 2008 and December 31, 2007, respectively.

Our cost of sales were 84.1% of revenue for the year ended December 31, 2008, and our cost of sales were 64.5% of revenue for the year ended December 31, 2007. The increase of 16.6% was due to the greater volume from our contract with the Franklin County, Ohio Board of Health.

Our revenue of \$459,229 increased for the year ended December 31, 2008 by 133.0% from our revenues of \$197,120 for the year ended December 31, 2007. This was due to the greater volume from our contract with the Franklin County, Ohio Board of Health.

Our selling, general and administrative expenses remained constant as they were \$62,342 for the year ended December 31, 2008 as compared to \$62,361 for the year ended December 31, 2007. We expect to maintain consistent levels of selling, general and administrative expenses in the foreseeable future.

Total operating expenses for the year ended December 31, 2008 were \$448,825 as compared to \$187,465 for the year ended December 31, 2007. The 139.4% increase of total operating expenses was primarily due to the increase of the cost of sales resulting from the greater volume from our contract with the Franklin County, Ohio Board of Health in the year ended December 31, 2008 as compared to the year ended December 31, 2007.

Accordingly, for the year ended December 31, 2008, we had net income of \$8,392 and for the year ended December 31, 2007, we had net income of \$7,789.

### **Liquidity and Capital Resources**

Our principal capital resources have historically been provided through advances from Jennifer H. Jarvis, our President, Chief Executive Officer and Chief Financial Officer.

At December 31, 2008, we had total assets of \$140,606 consisting of cash, accounts receivable, deferred tax asset and prepaid taxes, and inventory.

At December 31, 2008, our total current liabilities were \$105,028, consisting of accounts payable, accrued expenses and income taxes payable. We have no long-term liabilities.

We intend to provide funding for our future activities, if any, through a combination of operating revenues, private placement of equity securities, public sales of equity securities and borrowing from commercial lenders. At December 31, 2008, we had \$43,717 in cash on hand, which we believe, together with the anticipated proceeds of this offering and projected cash flow from operating activities, is enough to sustain operations for at least the next 12 to 18 months. This estimate is made without considering additional funding. We have no agreement, commitment or understanding to secure any new funding from any source other than operating revenues.

Our future success is dependent upon our ability to continue operations, generate cash from operating activities and obtain additional financing. There is no assurance that we will be able to generate sufficient cash from operations, sell additional shares of common stock or borrow additional funds. Our inability to obtain additional cash could have a material adverse affect on our ability to continue in business and implement our business plan.

We do not intend to conduct any product research and development, nor do we intend to purchase any significant equipment, in the foreseeable future.

### **Off-Balance Sheet Arrangements**

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

### **Seasonality**

We do not have a seasonal business cycle. Our revenues and operating profits are generally derived evenly throughout the months of the year.



## Critical Accounting Policies

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

**Cash and cash equivalents.** For purposes of the statement of cash flows, we consider all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. As of December 31, 2008, there were no cash equivalents.

**Allowance for doubtful accounts.** Accounts receivable reflect those amounts due to the company from its customers and reflect the net realizable value of the balances due. Terms are net 30 days from invoice. We provide an allowance for doubtful account which is based upon a review of outstanding receivables as well as historical collection information. In determining the amount of the allowance, we are required to make certain estimates and assumptions. We have determined that no reserve for uncollectible accounts was required as of December 31, 2008 and December 31, 2007.

**Inventory.** Inventory is valued at the lower of cost or market value which approximates the first in, first out method of inventory flow. The balance reflects the net realizable value of such inventory.

**Income taxes.** We account for income taxes under the Financial Accounting Standards Board of Financial Accounting Standard No. 109, "Accounting for Income Taxes" (Statement 109). Under Statement 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. 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 Statement 109, the effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The current income tax expense for the year ended December 31, 2008 was \$1,481 for Federal and \$531 for state, which was calculated at a federal rate net of state tax benefit of 14.2% and a state rate of 5.1%. The income tax expense for the year ended December 31, 2007 was \$1,374 for Federal and \$792 for state, which was calculated at a federal rate net of state tax benefit of 14.2% and a state rate of 5.1%.

**Basic and diluted net loss per common share.** Basic and diluted net loss per share calculations are calculated on the basis of the weighted average number of common shares outstanding during the year. The per share amounts include the dilutive effect of common stock equivalents in years with net income. Basic and diluted loss per share is the same due to the anti dilutive nature of potential common stock equivalents. We had no common stock equivalents outstanding at December 31, 2008.

**Stock-based compensation.** We account for stock-based employee compensation arrangements using the fair value method in accordance with the provisions of Statement of Financial Accounting Standards no.123(R) or SFAS No. 123(R), Share-Based Payments, and Staff Accounting Bulletin No. 107, or SAB 107, Share-Based Payments. We account for the stock options issued to non-employees in accordance with the provisions of Statement of Financial Accounting Standards No. 123, or SFAS No. 123, Accounting for Stock-Based Compensation, and Emerging Issues Task Force No. 96-18, Accounting for Equity Instruments with Variable Terms that are Issued for Consideration other than Employee Services under FASB Statement No. 123.

We did not grant any stock options or warrants during the years ended December 31, 2008 and 2007.

## Recent Accounting Pronouncements

We do not expect the adoption of recently issued accounting pronouncements to have a significant impact on our results of operations, financial position or cash flow.

In September 2006, the FASB issued SFAS 158, “Employers’ Accounting for Defined Benefit Pension and Other Postretirement Plans, an amendment of FASB Statements 87, 88, 106 and 132(R)” (SFAS 158). SFAS 158 requires an employer to recognize the over-funded or under-funded 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. SFAS 158 also requires the measurement of defined benefit plan assets and obligations as of the date of the employer’s fiscal year-end statement of financial position (with limited exceptions). Management does not expect adoption of SFAS 158 to have a material impact on our financial statements.

In February 2007, the FASB issued FAS No. 159, “The Fair Value Option for Financial Assets and Financial Liabilities – Including an amendment of FASB Statement No. 115” (FAS 159), which permits entities to choose to measure many financial instruments and certain other items at fair value at specified election dates. A business entity is required to report unrealized gains and losses on items for which the fair value option has been elected in earnings at each subsequent reporting date. This statement is expected to expand the use of fair value measurement. FAS 159 is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years.

In July 2006, the FASB issued Interpretation No. 48 (FIN No. 48), “Accounting for Uncertainty in Income Taxes.” This interpretation requires recognition and measurement of uncertain income tax positions using a “more-likely-than-not” approach. FIN No. 48 is effective for fiscal years beginning after December 15, 2006. Management is still evaluating what effect this will have on our financial statements.

In September 2006, the U.S. Securities and Exchange Commission issued SAB 108, “Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements.” This SAB provides guidance on the consideration of the effects of prior year misstatements in quantifying current year misstatements for the purpose of a materiality assessment. SAB 108 establishes an approach that requires quantification of financial statement errors based on the effects of each of a company’s financial statements and the related financial statement disclosures. SAB 108 permits existing public companies to record the cumulative effect of initially applying this approach in the first year ending after November 15, 2006 by recording the necessary correcting adjustments to the carrying values of assets and liabilities as of the beginning of that year with the offsetting adjustment recorded to the opening balance of retained earnings. Additionally, the use of the cumulative effect transition method requires detailed disclosure of the nature and amount of each individual error being corrected through the cumulative adjustment and how and when it arose. We do not anticipate that SAB 108 will have a material impact on our financial statements.

## Quantitative and Qualitative Disclosure about Market Risk

Market risk is the potential loss arising from adverse changes in market rates and prices, such as foreign currency exchange, interest rates and commodity prices. Currently, we are not materially affected by changes in any of these instances.

## BUSINESS

K-Kitz designs, assembles, markets and sells emergency preparedness kits and supplies. These products are sold to school systems, municipalities, businesses and other customers. We combine our own direct marketing and sales effort, primarily through our kkitz.com website, with approximately 11 independent dealers which resell our products to these target buyers throughout the country.

### Market

Following the terrorist attacks in New York and Washington, D.C. on September 11, 2001, the floods and damage caused by Hurricane Katrina in New Orleans in August 2005 and the school shootings in Columbine, Colorado in April 1999, federal, state and local governments, as well as private businesses, began more actively focusing on preparing and planning for emergencies and other catastrophic events. Many governmental entities and businesses have invested in their response and recovery capabilities. In recent years, the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) has provided grants to state and local programs tasked with disaster mitigation, preparedness, response and recovery planning. Due to the market need for emergency preparedness materials, companies such as ours were established.

### Products

We are able to assemble our emergency preparedness kits using a variety of essential emergency supplies such as (in the order of most to least ordered products from us):

- crank lanterns,
- weatherband radios,
- portable decontamination chambers,
- megaphones,
- first responder vests,
- protection facemasks,
- disposable gloves,
- cots,
- lanyard for name tags,
- identification badges,
- privacy screens,
- blood pressure cuffs,
- foil blankets,
- disposable thermometers,
- vomit and blood spill bags, and
- 7-hour emergency light sticks.

Our "grab and go" kits are often put into the form of a back pack or duffle bag, and our large P.O.D. (point of distribution) kits are placed within metal cages. Both kits are designed to be easily stored so they can be retrieved and transported when a disaster or an emergency occurs or requires evacuation. The kits are built to be durable and maintenance free.

We custom design most of our emergency preparedness kits based on the individual needs of a buyer. We design and assemble our products at our Columbus, Ohio office. Our "grab and go" emergency preparedness kits are normally priced from \$100 to \$350 per kit and our P.O.D. kits are normally priced from \$10,000 to \$14,000 per kit, depending on the supplies contained in the kit and the overall size of the system, and whether the products are being sold through our own website or through independent dealers. Product pricing is re-evaluated semiannually by reviewing the costs of assembling the system.

### Sales and Markets

We sell our kits primarily through our kkitz.com website using our own sales staff and through independent dealers which resell our products to our target customers throughout the country. Warranties made with respect to our products are passed on from the actual manufacturers of the products to the end-users and, we believe, are consistent with industry standards. Jennifer H. Jarvis, our President and Chief Executive Officer, coordinates the marketing of our products. Part of our distribution channel consists of the sales efforts of independent dealers who do their own marketing and customizing of kits. As of December 31, 2008, we had approximately 11 unwritten arrangements with dealers covering various geographical areas of the United States, on a non-exclusive basis. None of the arrangements require minimum sales of our products. Of these dealers, six dealers entered into oral agreements with us in late 2008, and thus sales efforts have only recently begun.

Sales to school systems and municipalities account for a majority of our revenues. Our business is currently concentrated in the central part of Ohio, in and around Columbus.

During the year ended December 31, 2008, we had approximately 15 customers. During 2008, we supplied kits to end-users such as the Board of Health of Franklin County, Ohio and the Roman Catholic Diocese for parochial schools in and around Columbus, Ohio, and to dealers such as Airgas Safety, Inc. and Safety Environmental Control, Inc. We believe these customers are representative of our overall customer base.

We sell our product line primarily through a bid process conducted by school systems and municipalities, working with our sales staff.

Substantially all of our customer sales are effected pursuant to relatively informal, computer-generated purchase orders that include price and payment terms, products ordered and shipping instructions. The standard form of sales invoice that we provide to customers is included as an exhibit to the registration statement of which this prospectus forms a part.

Following sales, our sales staff follows-up with customers to provide them with refills and replacements as products are used or damaged, or their "shelf life" expires (such as with batteries and some plastic parts).

Going forward, our marketing and sales strategy is to increase brand awareness of K-Kitz. We intend to implement an extensive marketing plan to reach the maximum number of potential customers to grow demand. We have plans to exhibit our products at selected trade shows scheduled in 2009-2010. We also intend to retain an outsourced marketing firm to create and execute marketing strategies for us. We will work with the marketing firm to create a new logo and tagline to facilitate brand recognition and to engage in one or more print and direct-mail campaigns to targeted customers.

### **Assembly**

We conduct the assembly of our emergency preparedness kits at our 10,000 square-foot Columbus, Ohio facility.

### **Raw Materials**

The emergency supplies used in our kits are widely available but are purchased from three main sources in order to obtain favorable prices and terms. During the year ended December 31, 2008, we purchased 58.6% of our kit requirements from Jendco Safety Supply Inc. (disposable emergency preparedness materials), 18.9% from Wolf Creek Co. (pipes for decontamination chambers) and 13.9% from TM Poly Film, Inc. (plastic sheeting for decontamination chambers). Prices have trended upward for products used in our emergency preparedness kits. These prices have generally been passed on to our customers. For additional information about our relationship with Jendco Safety Supply, see "Certain Relationships and Related Transactions."

### **Competition**

We compete with a variety of companies that make similar emergency preparedness kits. Based on our review of trade publications and attendance at trade shows, we believe there are more than 50 companies that compete in the sale of these kits, some of which compete in large geographical regions and some that sell nationally, either through a system of dealers, direct sales offices, or both, such as Aramsco (a Safeguard Industrial company) for emergency supplies, and Grayling Industries and TM Poly Film, Inc. for decontamination chambers. These companies have had many years of business experience and have greater financial and personnel resources, including marketing and sales organizations. We do not believe any one company holds a dominant share of this market.

Emergency preparedness kits compete on the basis of design capability, price, product quality, customer service and ability to meet delivery requirements.

### **Seasonality**

We do not have a seasonal business cycle.

### **Backlog**

Due to the nature of our assembly process and customer base, we purchase and ship products to our customers without experiencing a significant backlog (the time elapsing from contract execution to fulfillment). As of December 31, 2008 and 2007, we had no order backlog. Revenues from sales of kits and related products are recorded when title transfers, which is typically upon shipment.

### **Regulation**

Our activities currently are subject to no particular regulation by governmental agencies other than that routinely imposed on corporate businesses, and no such regulation is now anticipated.

### **Employees**

As of December 31, 2008, we employed our two executive officers on a full-time basis, as well as two part-time employees who assemble and package our products. We use contract labor for the rest of our assembly requirements. No employees are covered by a collective bargaining agreement. We consider relations with our employees to be good.

### **Patents and Trademarks**

We do not hold any patents or trademarks on our products or processes relating to our business.

### **Insurance**

We maintain insurance with respect to our properties and operations in such form, in such amounts and with such insurers as is customary in the business in which we are engaged. We believe that the amount and form of our insurance coverage is sufficient.

### **Environmental Matters**

In our operations, we do not store, handle, emit, transport or discharge hazardous materials or waste products.

### **Properties**

We occupy a 10,000 square foot office in Columbus, Ohio, which serves as our principal executive offices and warehouse. Our lease at this location runs from month-to-month, and we currently pay \$1,300 in rent per month.

### **Legal Proceedings**

There are no pending or threatened lawsuits against us.

## DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Our directors and executive officers are as follows:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Jennifer H. Jarvis	28	President, Chief Executive Officer, Chief Financial Officer and Director
Michael J. Funtjar	28	Chief Operating Officer, Secretary and Director

**Jennifer H. Jarvis** has been our President, Chief Executive Officer, Chief Financial Officer and a director (acting as chairman) since we were incorporated in August 2006. Ms. Jarvis' responsibilities include running the day-to-day operations and business development of our company. Before founding the company in August 2006, she was a sales representative for Jendco Safety Supply Inc., a safety products distributor based in Columbus, Ohio, since September 2004, and a night club event coordinator for clubs in the Columbus metro area since May 2004. Ms. Jarvis was also a customer service representative at Safelite Auto Glass Corp. in Columbus from June 2000 to September 2004. Ms. Jarvis received a B.S. degree in human development and family science from the Ohio State University.

**Michael J. Funtjar** has been our Chief Operating Officer, Secretary and a director since we were incorporated in August 2006. Mr. Funtjar's responsibilities include overseeing our kit assembly and order fulfillment. Before joining the company, he was a senior event and partner management specialist with the American Motorcyclist Association since March 2004, and a real estate operations sales person with Prudential Residential One from May 2002 to March 2004. Mr. Funtjar attended Columbus State Community College.

The board of directors appoints our executive officers annually. A majority vote of the directors who are in office are required to fill director vacancies. Each director is elected for the term of one year, and until his or her successor is elected and qualified, or until his or her earlier resignation or removal. As long as we have an even number of directors, a tie vote of board members on issues are resolved in favor of the vote of the chairman (who is Jennifer H. Jarvis, our President, Chief Executive Officer and Chief Financial Officer). We have never experienced a deadlock in director voting. There are no family relationships among our directors and executive officers. Ms. Jarvis and Mr. Funtjar may be deemed "promoters" of our company and underwriters of this offering.

### Executive Officer Compensation

The following table sets forth, for the most recent two fiscal years, all cash compensation paid, distributed or accrued, including salary and bonus amounts, for services rendered to us by our Chief Executive Officer and our other executive officer in such year.

## Summary Compensation Table

Name and Principal Position	Annual Compensation					Long-Term Compensation			
	Fiscal Year	Salary (\$)	Bonus (\$)	Other Annual Compensation (\$)	Restricted Stock Award(s) (\$)	Awards		Payouts	
						Underlying Securities Options/SARs (#)	LTIP Payouts (\$)	All Other Compensation (\$)	
President, Chief Executive Officer and Chief Financial Officer	2008	-	-	-	-	-	-	-	-
	2007	-	-	-	-	-	-	-	-
Michael J. Funtjar	2008	-	-	-	-	-	-	-	-
Chief Operating Officer and Secretary	2007	-	-	-	-	-	-	-	-

As shown above, none of our executive officers or directors has received any compensation for services rendered. Our executive officers have agreed to work without salary until we have a sufficient level of cash flow from operating activities to meet reasonable base salary requirements.

### Outstanding Equity Awards at Fiscal Year-End

Name	Option Awards					Stock Awards			
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)
Jennifer H. Jarvis	—	—	—	—	—	—	—	—	—
Michael J. Funtjar	—	—	—	—	—	—	—	—	—

We presently do not have any pension, health, annuity, insurance, stock option, profit sharing or other similar benefit plans for officers, employees or directors. However, we may adopt plans in the future.

### Director Compensation

Our directors are not currently compensated for their services as directors.

### Director Independence and Board Committees

We presently have no “independent directors,” according to Nasdaq’s guidelines, because our directors also serve as executive officers. We have not established a separate audit, compensation, nominations and corporate governance, or any other board committees to date. All such relevant issues are decided by our entire board of directors. We are not required to maintain board committees at this time because our shares are not listed on a national securities exchange.

### Code of Business Conduct and Ethics

In March 2009, we adopted a Code of Business Conduct and Ethics which is applicable to our future employees and which also includes a Code of Ethics for our CEO and senior financial officers and persons performing similar functions. A code of ethics is a written standard designed to deter wrongdoing and to promote:

- honest and ethical conduct,

- full, fair, accurate, timely and understandable disclosure in regulatory filings and public statements,
- compliance with applicable laws, rules and regulations,
- the prompt reporting violation of the code, and
- accountability for adherence to the code.

A copy of our Code of Business Conduct and Ethics is included as an exhibit to the registration statement of which this prospectus forms a part.

### **Employment Agreements**

Neither Ms. Jarvis nor Mr. Funtjar has an employment agreement with us.

### **Legal Proceedings**

No officer, director, or persons nominated for such positions, promoter or significant employee has been involved in the last five years in any of the following:

- Any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time,
- Any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses),
- Being subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring suspending or otherwise limiting his involvement in any type of business, securities or banking activities, and
- Being found by a court of competent jurisdiction (in a civil action), the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacated.

### **CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS**

There are no relationships or transactions requiring disclosure between us and our related persons, promoters or control persons, other than with regard to Jendco Safety Supply Inc. (Jendco).

Jendco, our largest vendor, is owned by the mother of Jennifer H. Jarvis, our President, Chief Executive Officer and Chief Financial Officer. Our principal executive offices and warehouse are located within a larger facility owned by Jendco. Our lease at this location runs from month-to-month, and we currently pay \$1,300 in rent per month. We paid total rent of \$15,600 in each of the years ended December 31, 2008 and 2007 to Jendco.

We sold products to Jendco totaling \$17,546 and \$11,974 in the years ended December 31, 2008 and 2007, respectively, and had an accounts receivable from Jendco of \$13,276 and \$6,735 as of December 31, 2008 and 2007, respectively. We purchased raw materials from Jendco totaling \$195,956 and \$25,354 in the years ended December 31, 2008 and 2007, respectively, and had an accounts payable from Jendco of \$51,480 and \$0 as of December 31, 2008 and 2007, respectively.

We believe that all of such transactions and arrangements were advantageous to us and were on terms no less favorable to us than could have been obtained from unaffiliated third parties.



## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information concerning the number of shares of our common stock owned beneficially as of March 30, 2009, by: (i) each person known by us to be the beneficial owner of more than 5% of our outstanding common stock; (ii) each of our directors; (iii) each of our officers; and (iv) all of our directors and executive officers as a group.

Names and Address of Beneficial Owner	Shares of Common Stock Beneficially Owned Before the Offering		Shares of Common Stock Beneficially Owned After the Offering			
	Number	Percent	Minimum	Percent	Maximum	Percent
Jennifer H. Jarvis	4,500,000	100%	4,500,000	81.8%	4,500,000	69.2%
Michael J. Funtjar	0	—	0	—	0	—
All directors and executive officers as a group (2 persons)	4,500,000	100%	4,500,000	81.8%	4,500,000	69.2%

The table above is based upon information derived from our stock records. Unless otherwise indicated in the footnotes to the table and subject to community property laws where applicable, each of the persons named in the table has sole or shared voting and investment power with respect to the shares indicated as beneficially owned. Except as set forth above, applicable percentages are based upon 4,500,000 shares of common stock outstanding as of March 30, 2009.

The information presented above regarding beneficial ownership of our voting securities has been presented in accordance with the rules of the U.S. Securities and Exchange Commission and is not necessarily indicative of ownership for any other purpose. Under these rules, a person is deemed to be a “beneficial owner” of a security if that person has or shares the power to vote or direct the voting of the security or the power to dispose or direct the disposition of the security. A person is deemed to own beneficially any security as to which such person has the right to acquire sole or shared voting or investment power within 60 days through the conversion or exercise of any convertible security, warrant, option or other right. More than one person may be deemed to be a beneficial owner of the same securities. The percentage of beneficial ownership by any person as of a particular date is calculated by dividing the number of shares beneficially owned by such person, which includes the number of shares as to which such person has the right to acquire voting or investment power within 60 days, by the sum of the number of shares outstanding as of such date plus the number of shares as to which such person has the right to acquire voting or investment power within 60 days. Consequently, the denominator used for calculating such percentage may be different for each beneficial owner. Except as otherwise indicated below and under applicable community property laws, we believe that the beneficial owner of our common stock listed above has sole voting and investment power with respect to the shares shown.

We are unaware of any contract or other arrangement the operation of which may at a subsequent date result in a change in control of our company.

## PLAN OF DISTRIBUTION AND TERMS OF THE OFFERING

We are offering up to a total of 2,000,000 shares of common stock on a self-underwritten basis, 1,000,000 shares minimum, and 2,000,000 shares maximum. The offering price is \$0.05 per share. Funds will be deposited at Fifth Third Bank, Columbus, Ohio, in an escrow account established by us. The funds will be held in the account until we receive a minimum of \$50,000, at which time Fifth Third Bank will release those funds to us for our use as set forth in the "Use of Proceeds" section of this prospectus.

In the event that 1,000,000 shares are not sold within 180 days, at our sole discretion, we may extend the offering for an additional 90 days. In the event that 1,000,000 shares are not sold within the 180 days or within the additional 90 days if extended, all monies received by us and held in escrow will be promptly returned to you without charge, deduction or interest. If at least 1,000,000 shares are sold within 180 days or within the additional 90 days if extended, all monies received by us and held in escrow will be released to us and there will be no refund. There are no minimum purchase requirements for each individual investor.

Our shares of common stock will be sold on our behalf by our officers and directors. Potential investors include, but are not limited to, friends, family members and business acquaintances of our officers and directors. The intended methods of communication include, without limitation, telephone calls and personal contacts. In their efforts, our officers and directors will not use any mass advertising methods such as the Internet or print media. Our officers and directors (including any of their affiliates) will not receive any commissions or proceeds from the offering for selling the shares on our behalf. We have not engaged the services of any broker/dealer to assist us in selling the shares.

There are no finders fees involved in our distribution. Officers, directors, affiliates or anyone involved in marketing the shares will not be allowed to purchase shares in the offering. You will not have the right to withdraw your funds during the offering. You will only have the right to have your funds returned if we do not raise the minimum amount of the offering or there would be a change in the material terms of the offering. The following are material terms that would allow you to be entitled to a refund of your money:

- extension of the offering period beyond 180 days,
- change in the offering price,
- change in the minimum sales requirement,
- change to allow sales to affiliates in order to meet the minimum sales requirement,
- change in the amount of proceeds necessary to release the proceeds held in the separate escrow account, and
- change in the application of the proceeds.

If the changes above occur, any new offering may be made by means of a post-effective amendment.

We will sell the shares in this offering through our officers and directors. They will receive no commissions from the sale of any shares. They will not register as a broker/dealer under Section 15 of the Securities Exchange Act of 1934 in reliance upon Rule 3a4-1. Rule 3a4-1 sets forth those conditions under which a person associated with an issuer may participate in the offering of the issuer's securities and not be deemed to be a broker/dealer. The conditions are that:

- The person is not statutorily disqualified, as that term is defined in Section 3(a)(39) of the Securities Exchange Act, at the time of his participation,

- The person is not compensated in connection with his participation by the payment of commissions or other remuneration based either directly or indirectly on transactions in securities,
- The person is not at the time of their participation, an associated person of a broker/dealer, and
- The person meets the conditions of paragraph (a)(4)(ii) of Rule 3a4-1 of the Securities Exchange Act, in that he (a) primarily performs, or is intended primarily to perform at the end of the offering, substantial duties for or on behalf of the issuer otherwise than in connection with transactions in securities, (b) is not a broker or dealer, or an associated person of a broker or dealer, within the preceding 12 months, and (c) does not participate in selling and offering of securities for any issuer more than once every 12 months other than in reliance on paragraphs (a)(4)(i) or (a)(4)(iii).

This is a self-underwritten offering. This prospectus forms a part of a registration statement that permits our officers and directors to sell the shares directly to the public, with no commission or other remuneration payable to them for any shares they sell. There are no plans or arrangements to enter into any contracts or agreements to sell the shares with a broker or dealer. Our officers and directors will sell the shares and intend to offer them to friends, family members and business acquaintances. In offering the securities on our behalf, our officers and directors will rely on the safe harbor from broker/dealer registration set out in Rule 3a4-1 under the Securities Exchange Act, which sets forth those conditions under which a person associated with an issuer may participate in the offering of the issuer's securities and not be deemed to be a broker/dealer.

Our executive officers and directors (including their respective affiliates) will not purchase shares in this offering to reach the minimum offering amount.

### **Offering Period and Expiration Date**

This offering will start on the date this registration statement is declared effective by the SEC and continue for a period of 180 days. We may extend the offering period for an additional 90 days, unless the offering is completed or otherwise terminated by us. We reserve the right to terminate this offering at anytime. We have not determined under what circumstances we would terminate the offering prior to the expiration of the offering period; however, we reserve the right to do so. Such termination will be solely at our discretion. Should we do so and have not reached the minimum amount, your funds will be promptly returned to you without charge, deduction or interest. If we terminate the offering prior to the end of the offering period, but have reached at least the minimum offering amount, we will retain the proceeds.

We will not market these securities or accept any money until this registration statement is declared effective by the SEC.

### **Procedures for Subscribing**

We will not accept any money until this registration statement is declared effective by the SEC. Once the registration statement is declared effective by the SEC, if you decide to subscribe for any shares in this offering, you must:

- Execute and deliver a subscription agreement, a copy of which is included with the prospectus (and as an exhibit to the registration statement of which this prospectus forms a part), and

- Deliver a check or certified funds to Fifth Third Bank for acceptance or rejection. All checks for subscriptions must be made payable to “K-Kitz, Inc. - Escrow Account.”

### **Right to Reject Subscriptions**

We have the right to accept or reject subscriptions in whole or in part, for any reason or for no reason. All monies from rejected subscriptions will be returned immediately by us to the subscriber, without charge, deduction or interest. Subscriptions for securities will be accepted or rejected within 48 hours after we receive them.

### **Section 15(g) of the Exchange Act - Penny Stock Disclosure**

Our shares are "penny stock" covered by Section 15(g) of the Securities Exchange Act of 1934 and Rules 15g-1 through 15g-6 promulgated under the Securities Exchange Act. They impose additional sales practice requirements on broker/dealers who sell such securities to persons other than established customers and accredited investors (generally institutions with assets in excess of \$5,000,000 or individuals with net worth in excess of \$1,000,000 or annual income exceeding \$200,000 or \$300,000 jointly with their spouses). For transactions covered by these rules, the broker/dealer must make a special suitability determination for the purchase and have received the purchaser's written agreement to the transaction prior to the sale. Consequently, the rules may affect the ability of broker/dealers to sell our securities and also may affect your ability to resell your shares.

Section 15(g) also imposes additional sales practice requirements on broker/dealers who sell penny stock. These rules require a one-page summary of certain essential items. The items include the risk of investing in penny stocks in both public offerings and secondary marketing; terms important to an understanding of the function of the penny stock market, such as "bid" and "offer" quotes, a dealer's "spread" and broker/dealer compensation; the broker/dealer compensation, the broker/dealer's duties to its customers, including the disclosures required by any other penny stock disclosure rules; the customers' rights and remedies in cases of fraud in penny stock transactions; and the Financial Industry Regulatory Authority's toll-free telephone number and the central number of the North American Securities Administrators Association (NASAA), for information on the disciplinary history of broker/dealers and their associated persons. While Section 15(g) and Rules 15g-1 through 15g-6 apply to broker/dealers, they do not apply to us.

Rule 15g-1 exempts a number of specific transactions from the scope of the penny stock rules.

Rule 15g-2 declares unlawful broker/dealer transactions in penny stock unless the broker/dealer has first provided to the customer a standardized disclosure document.

Rule 15g-3 provides that it is unlawful for a broker/dealer to engage in a penny stock transaction unless the broker/dealer first discloses and subsequently confirms to the customer current quotation prices or similar market information concerning the penny stock in question.

Rule 15g-4 prohibits broker/dealers from completing penny stock transactions for a customer unless the broker/dealer first discloses to the customer the amount of compensation or other remuneration received as a result of the penny stock transaction.

Rule 15g-5 requires that a broker/dealer executing a penny stock transaction, other than one exempt under Rule 15g-1, disclose to its customer, at the time of or prior to the transaction, information about the sales person's compensation.

Rule 15g-6 requires broker/dealers selling penny stock to provide their customers with monthly account statements.

The foregoing rules apply to broker/dealers. They do not apply to us in any manner whatsoever. The application of the penny stock rules may affect your ability to resell your shares because many brokers are unwilling to buy, sell or trade penny stock as a result of the additional sales practices imposed upon them which are described in this section.

### **Regulation M**

We are subject to Regulation M of the Securities Exchange Act of 1934. Regulation M governs activities of underwriters, issuers, selling security holders and others in connection with offerings of securities. Regulation M prohibits distribution participants and their affiliated purchasers from bidding for, purchasing or attempting to induce any person to bid for or purchase the securities being distributed.

### **OTC Bulletin Board Considerations**

To be quoted on the OTC Bulletin Board, a market maker must file an application on our behalf in order to make a market for our common stock. We have engaged in preliminary discussions with a market maker to file our application on Form 211 with the Financial Industry Regulatory Authority, or Finra, but as of the date of this prospectus, no filing has been made. We anticipate that after this registration statement is declared effective, it will take approximately two to eight weeks for Finra to issue a trading symbol.

The OTC Bulletin Board is separate and distinct from the Nasdaq stock market. Nasdaq has no business relationship with issuers of securities quoted on the OTC Bulletin Board. The SEC's order handling rules, which apply to Nasdaq-listed securities, do not apply to securities quoted on the OTC Bulletin Board.

Although the Nasdaq stock market has rigorous listing standards to ensure the high quality of its issuers, and can delist issuers for not meeting those standards, the OTC Bulletin Board has no listing standards. Rather, it is the market maker who chooses to quote a security on the system, files the application, and is obligated to comply with keeping information about the issuer in its files. Finra cannot deny an application by a market maker to quote the stock of a company. The only requirement for inclusion in the Bulletin Board is that the issuer be current in its periodic reporting requirements with the SEC.

Although we anticipate listing on the OTC Bulletin Board will increase liquidity for our stock, investors may have greater difficulty in getting orders filled because it is anticipated that if our stock trades on a public market, it initially will trade on the OTC Bulletin Board rather than on Nasdaq. Investors' orders may be filled at a price much different than expected when an order is placed. Trading activity in general is not conducted as efficiently and effectively as with Nasdaq-listed securities.

Investors must contact a broker/dealer to trade OTC Bulletin Board securities. Investors do not have direct access to the OTC Bulletin Board service. For OTC Bulletin Board securities, there only has to be one market maker.

OTC Bulletin Board transactions are conducted almost entirely manually. Because there are no automated systems for negotiating trades on the OTC Bulletin Board, they are conducted via telephone. In times of heavy market volume, the limitations of this process may result in a significant increase in the time it takes to execute investor orders. Therefore, when investors place market orders (an order to buy or sell a specific number of shares at the current market price) it is possible for the price of a stock to go up or down significantly during the lapse of time between placing a market order and execution of such order.

Because OTC Bulletin Board stocks are usually not followed by analysts, there may be lower trading volume than for Nasdaq-listed securities.

## DESCRIPTION OF SECURITIES

The following description is a summary of the material terms of the provisions of our certificate of incorporation and by-laws. The certificate of incorporation and by-laws have been filed as exhibits to the registration statement of which this prospectus forms a part.

### Common Stock

We are authorized to issue 95,000,000 shares of common stock, par value \$0.000001 per share. As of the date of this registration statement, there are 4,500,000 shares of common stock issued and outstanding held by one stockholder.

Each share of common stock entitles the holder to one vote, either in person or by proxy, at meetings of shareholders. The vote of the holders of a majority of the issued and outstanding shares of common stock entitled to vote thereon is sufficient to authorize, affirm, ratify or consent to such act or action, except as otherwise provided by law.

In the election of directors, the stockholders are permitted to vote their shares cumulatively. Accordingly, each shareholder entitled to vote in the election of directors has the right to vote the number of shares owned by such shareholder for as many persons as there are directors to be elected.

Holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by the board of directors out of our surplus. We have not paid any dividends since our inception, and we presently anticipate that all earnings, if any, will be retained for development of our business. Any future disposition of dividends will be at the discretion of our board of directors and will depend upon, among other things, our future earnings, operating and financial condition, capital requirements and other factors.

Holders of our common stock have no preemptive rights or other subscription rights, conversion rights, redemption or sinking fund provisions. Upon our liquidation, dissolution or winding up, the holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to shareholders after the payment of all of our debts and other liabilities. Other than "blank check" preferred stock, there are no provisions in our certificate of incorporation or by-laws that would prevent or delay a change in control.

### Preferred Stock

We are authorized to issue 5,000,000 shares of preferred stock, par value \$0.000001 per share. As of the date of this prospectus, there are no shares of preferred stock outstanding.

Preferred stock may be issued in series with preferences and designations as the board of directors may from time to time determine (commonly known as "blank check" preferred stock). The board may, without shareholders approval, issue preferred stock with voting, dividend, liquidation and conversion rights that could dilute the voting strength of our common shareholders and may assist management in impeding an unfriendly takeover or attempted changes in control.

### Warrants, Stock Options and Other Convertible Securities

As of the date of this prospectus, there are no warrants, stock options or other convertible securities to purchase our common or preferred stock outstanding. We may, however, in the future grant warrants, options or convertible securities and/or establish an incentive compensation plan for our directors, employees and consultants.

### **Anti-Takeover Effect of Delaware Law**

We are subject to the provisions of Section 203 of the Delaware General Corporate Law, an anti-takeover law. In general, Section 203 prohibits a publicly-held Delaware corporation from engaging in a “business combination” with an “interested stockholder” for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. For purposes of Section 203, a “business combination” includes a merger, asset sale or other transaction resulting in a financial benefit to the interested stockholder, and an “interested stockholder” is a person who, together with affiliates and associates, owns, or within three years prior did own, 15% or more of the voting stock of a corporation.

### **Transfer Agent**

Globex Transfer LLC is our transfer agent and registrar. All communications concerning accounts of shareholders of record, including address changes, name changes, inquiries as to requirements to transfer shares of common stock and similar issues can be handled by contacting:

Globex Transfer LLC  
780 Deltona Blvd., Suite 202  
Deltona, Florida 32725  
Attention: Mr. Michael Turner  
Tel: (386) 206-1133  
Fax: (386) 267-3124

## LEGAL OPINION

Greenberg Traurig, LLP, New York, New York, will issue for us as our legal counsel an opinion regarding the legality of the shares of common stock being registered.

## EXPERTS

The financial statements for the years ended December 31, 2008 and 2007, incorporated by reference to this prospectus, have been audited by W.T. Uniack & Co. CPA's P.C., an independent registered certified public accounting firm, to the extent and for the periods set forth in its report and are incorporated herein in reliance upon such report given upon the authority of said accounting firm as an expert in auditing and accounting. This includes the audited balance sheets of K-Kitz, Inc. as of December 31, 2008 and 2007, the related income statements for the years ended December 31, 2008 and 2007, statements of stockholders' equity for the years ended December 31, 2008 and 2007, and statements of cash flows for the years ended December 31, 2008 and 2007.

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis, or had, or is to receive, in connection with the offering, a substantial interest, direct or indirect, in the registrant, nor was any such person connected with the registrant as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

## DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to Section 145 of the Delaware General Corporation Law, or DGCL, we have been advised that in the opinion of the U.S. Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of our legal counsel the matter has been settled by controlling precedent, submit the question of whether such indemnification is against public policy to a court of appropriate jurisdiction. We will then be governed by the court's decision.



## FINANCIAL STATEMENTS

Our fiscal year end is December 31. We will provide audited financial statements to our stockholders on an annual basis; the statements will be audited by W.T. Uniack & Co. CPA's P.C.

Our financial statements immediately follow:

### K-KITZ, INC.

#### INDEX TO FINANCIAL STATEMENTS

	<b>Page</b>
Audited Financial Statements:	
Report of Independent Registered Public Accounting Firm	F-2
Balance Sheet as of December 31, 2008 and 2007	F-3
Income Statement for the years ended December 31, 2008 and 2007	F-4
Statement of Cash Flows for the years ended December 31, 2008 and 2007	F-5
Statement of Stockholders' Equity for the years ended December 31, 2008 and 2007	F-6
Notes to Financial Statements	F-7

## Report of Independent Registered Public Accounting Firm

Board of Directors

K-Kitz, Inc.

We have audited the accompanying balance sheet of K-Kitz, Inc. (the "Company") as of December 31, 2008 and 2007 and the related statements of operations, stockholders' equity, and cash flows for the years ended December 31, 2008 and 2007. 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 audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. 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 audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2008 and 2007, and the results of its operations and changes in stockholders' equity and its cash flows for the years ended December 31, 2008 and 2007, in conformity with accounting principles generally accepted in the United States of America.

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

As discussed in Note 2 of the notes to the accompanying financial statements, the financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in the footnotes, the Company relies on loans and advances from related parties to meet its current liquidity needs. Those conditions raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ W.T. Uniack & Co. CPA's P.C.  
W.T. Uniack & Co. CPA's P.C.

Alpharetta, Georgia  
March 12, 2009

**K-Kitz, Inc.**  
**Balance Sheet**

	<b>December 31,</b>	
	<b>2008</b>	<b>2007</b>
<b><u>Assets</u></b>		
<b>Current assets</b>		
Cash & cash equivalents	\$ 43,717	5,073
Accounts receivable	\$ 60,374	26,132
Deferred tax asset & prepaid taxes	10,172	872
<b>Total Current Assets</b>	<b>114,263</b>	<b>32,077</b>
<b>Inventory</b>	26,343	28,487
<b>Total Assets</b>	<b>\$ 140,606</b>	<b>\$ 60,564</b>
<b><u>Liabilities &amp; Stockholders' Equity</u></b>		
<b>Current Liabilities</b>		
Accounts payable & accrued expenses	\$ 96,738	30,640
Income taxes payable	\$ 8,290	2,738
<b>Total Current Liabilities</b>	<b>105,028</b>	<b>33,378</b>
<b>Stockholders' Equity</b>		
Common stock, \$.000001 par value, 95,000,000 shares authorized; issued & outstanding 100 as of December 31, 2008 & 2007	-	-
Preferred stock, \$.000001 par value, 5,000,000 shares authorized; issued & outstanding -0- as of December 31, 2008 & 2007	-	-
Additional paid-in-capital	19,397	19,397
Retained earnings	16,181	7,789
<b>Total Stockholders' Equity</b>	<b>35,578</b>	<b>27,186</b>
<b>Total Liabilities &amp; Stockholders' Equity</b>	<b>\$ 140,606</b>	<b>\$ 60,564</b>

The accompanying notes are an integral part of the financial statements.

**K-Kitz, Inc.**  
**Income Statement**

	<b>For the Years Ended</b>	
	<b>December 31, 2008</b>	<b>December 31, 2007</b>
Revenue	\$ 459,229	\$ 197,120
Operating expenses:		
Cost of sales	386,483	125,104
Selling, general & administrative expenses	62,342	62,361
Total operating expenses	<u>448,825</u>	<u>187,465</u>
Operating income	<u>10,404</u>	<u>9,655</u>
Income before income taxes	10,404	9,655
Provision for income taxes	2,012	1,866
Net income	<u>\$ 8,392</u>	<u>\$ 7,789</u>
Earnings per share:		
Basic & fully diluted	\$ 83.92	\$ 77.89
Weighted average shares outstanding:		
Basic & fully diluted	100	100

The accompanying notes are an integral part of the financial statements.

**K-Kitz, Inc.**  
**Statement of Cash Flows**

	<b>For the Years Ended</b>	
	<b>December 31, 2008</b>	<b>December 31, 2007</b>
<b>Cash Flows From Operating Activities</b>		
Net income (loss)	\$ 8,392	\$ 7,789
(Increase) decrease in operating assets:		
Accounts receivable, deferred tax asset & prepaid taxes	\$ (43,542)	(27,004)
Inventory	\$ 2,144	(11,295)
Increase (decrease) in operating liabilities:		
Accounts payable, accrued expenses & income taxes payable	\$ 71,650	33,378
Net cash provided from operating activities	\$ 38,644	2,868
Net increase (decrease) in cash	\$ 38,644	2,868
Cash – beginning of year	\$ 5,073	2,205
Cash – end of year	\$ 43,717	\$ 5,073

The accompanying notes are an integral part of the financial statements.

**K-Kitz, Inc.**  
**Statement of Stockholders' Equity**  
**For The Years Ended December 31, 2008 and 2007**

	<u>Common Stock</u>		<u>Preferred Stock - Series A</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>	<u>Paid-In Capital</u>	<u>Retained Earnings</u>	<u>Stockholders' Equity</u>
Balance at January 1, 2007	100	\$ 0.0001			\$ 19,397	\$ -	\$ 19,397
Net Income						7,789	7,789
Balance at December 31, 2007	<u>100</u>	<u>\$ 0.0001</u>	<u>-</u>	<u>\$ -</u>	<u>\$ 19,397</u>	<u>\$ 7,789</u>	<u>\$ 27,186</u>
Net Income						8,392	8,392
Balance at December 31, 2008	<u>100</u>	<u>\$ 0.0001</u>	<u>-</u>	<u>\$ -</u>	<u>\$ 19,397</u>	<u>\$ 16,181</u>	<u>\$ 35,578</u>

The accompanying notes are an integral part of the financial statements.

**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**NOTE 1- ORGANIZATION AND BASIS OF PRESENTATION**

K-Kitz, Inc. (the "Company") incorporated in the state of Delaware on August 9, 2006. Our principal executive offices are located at 1630 Integrity Drive East, Columbus, Ohio 43209, and our telephone number is (614) 449-8614. Our web address is [www.kkitz.com](http://www.kkitz.com).

We design, assemble, market and sell emergency preparedness kits and supplies to school systems, municipalities, businesses and other customers. We combine our own direct marketing and sales effort, primarily through our [kkitz.com](http://kkitz.com) website, with approximately 11 independent dealers which resell our products to these target buyers throughout the country.

**NOTE 2 - GOING CONCERN**

These financial statements have been prepared in accordance with generally accepted accounting principles applicable to a going concern, which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business. However, the Company has incurred net income of \$8,392 and \$7,789 for the twelve months ended December 31, 2008 and 2007, respectively, and the stockholders' equity is \$35,578 and \$37,186 as of December 31, 2008 and 2007, respectively. The Company has remained in business primarily from loans and advances from a significant related party (see related party footnote). The Company intends on financing its future development activities from the same sources, until such time that funds provided by operations are sufficient to fund working capital requirements.

These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**NOTE 3- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**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 disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

The Company considers all highly liquid debt instruments and other short-term investments with a maturity of three (3) months or less, when purchased, to be cash equivalents. Liquid investments with maturities greater than three (3) months are recorded as investments.

**Allowance for Doubtful Accounts**

Accounts receivable reflect those amounts due to the Company from its customers and reflect the net realizable value of the balances due. Terms are net 30 days from invoice. The Company provides an allowance for doubtful accounts which is based upon a review of outstanding receivables as well as historical collection information. In determining the amount of the allowance, management is required to make certain estimates and assumptions. Management has determined that no reserve for uncollectible accounts is required as of December 31, 2008 and December 31, 2007.

**Inventory**

Inventory is valued at the lower of cost or market value which approximates the first in first out method of inventory flow. The balance reflects the net realizable value of such inventory.



**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**NOTE 3- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition**

We recognize revenue from the sales of our products in accordance with Staff Accounting Bulletins 101 and 104. The criteria for recognition is as follows:

- persuasive evidence of an arrangement exists,
- delivery has occurred or services have been rendered,
- the seller's price to the buyer is fixed or determinable, and
- collectability is reasonably assured.

A majority of our revenues are generated through our catalogs, either through the Internet or telephone, at which time the customer places an order. Shipments of products are made as soon as the customized orders are placed in kits and quality checked. Revenues from sales of kits and related products are recorded when title transfers, which is typically upon shipment. Most shipments are made by commercial couriers. Invoicing occurs at shipment, by regular mail.

**Recent Accounting Pronouncements**

In September 2006, the FASB issued SFAS 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans, an amendment of FASB Statements 87, 88, 106 and 132(R)" ("SFAS 158"). SFAS 158 requires an employer to recognize the over-funded or under-funded 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. SFAS 158 also requires the measurement of defined benefit plan assets and obligations as of the date of the employer's fiscal year-end statement of financial position (with limited exceptions). Management does not expect adoption of SFAS 158 to have a material impact on the Company's financial statements.

In February 2007, the FASB issued FAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities – Including an amendment of FASB Statement No. 115", ("FAS 159") which permits entities to choose to measure many financial instruments and certain other items at fair value at specified election dates. A business entity is required to report unrealized gains and losses on items for which the fair value option has been elected in earnings at each subsequent reporting date. This statement is expected to expand the use of fair value measurement. FAS 159 is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years.

**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Recent Issued Accounting Standards (continued)**

In July 2006, the FASB issued Interpretation No. 48 (FIN No. 48), "Accounting for Uncertainty in Income Taxes." This interpretation requires recognition and measurement of uncertain income tax positions using a "more-likely-than-not" approach. FIN No. 48 is effective for fiscal years beginning after December 15, 2006. Management is still evaluating what effect this will have on the Company's financial statements.

In September 2006, the United States Securities and Exchange Commission ("SEC") issued SAB 108, "Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements." This SAB provides guidance on the consideration of the effects of prior year misstatements in quantifying current year misstatements for the purpose of a materiality assessment. SAB 108 establishes an approach that requires quantification of financial statement errors based on the effects of each of the company's financial statements and the related financial statement disclosures. SAB 108 permits existing public companies to record the cumulative effect of initially applying this approach in the first year ending after November 15, 2006 by recording the necessary correcting adjustments to the carrying values of assets and liabilities as of the beginning of that year with the offsetting adjustment recorded to the opening balance of retained earnings. Additionally, the use of the cumulative effect transition method requires detailed disclosure of the nature and amount of each individual error being corrected through the cumulative adjustment and how and when it arose. The Company does not anticipate that SAB 108 will have a material impact on its financial statements.

**NOTE 4 - MAJOR CUSTOMERS / VENDORS AND ACCRUED EXPENSES**

**Major Customers and Vendors**

A major customer or vendor is a customer or vendor that represents 10% of the Company's sales or purchases.

For the year ended December 31, 2008 and December 31, 2007, K-Kitz had three major customers representing approximately 80% of the Company's sales and three major customers representing approximately 69% of the Company's sales, respectively.

For the year ended December 31, 2008 and December 31, 2007, K-Kitz had three major vendors that represented approximately 91% of the Company's purchases of merchandise and four major vendors that represented approximately 89% of the Company's purchases of merchandise, respectively.

**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**Accrued Expenses**

As of December 31, 2008, the Company had accrued but unpaid audit fees of \$12,500, legal fees of \$16,500 and payroll of \$408. As of December 31, 2007, the Company had incurred but unpaid audit fees of \$6,250, legal fees of \$12,500 and payroll of \$183.

**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**NOTE 5- PROVISION FOR INCOME TAXES**

Deferred income taxes are determined using the liability method for the temporary differences between the financial reporting basis and income tax basis of the Company's assets and liabilities. Deferred income taxes are measured based on the tax rates expected to be in effect when the temporary differences are included in the Company's tax return. Deferred tax assets and liabilities are recognized based on anticipated future tax consequences attributable to differences between financial statement carrying amounts of assets and liabilities and their respective tax bases.

The provision for income taxes is based on earnings before income taxes for financial statement purposes and consisted of the following:

	<b>December 31, 2008</b>	<b>December 31, 2007</b>
<b>Current income tax expense:</b>		
Federal	\$ 1,481	\$ 1,374
State	531	492
<b>Total amount of tax expense</b>	<b>\$ 2,012</b>	<b>\$ 1,866</b>

The Company's effective tax rates for the periods ended December 31, 2008 and 2007 are summarized below:

	<b>2008</b>	<b>2007</b>
Federal rate (net of State tax benefit)	14.24%	14.24%
State rate	5.1%	5.1%

**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**NOTE 6 - EARNINGS PER SHARE**

**Earnings Per Share of Common Stock**

Basic net loss per common share is computed using the weighted average number of common shares outstanding. Diluted earnings per share (EPS) includes additional dilution from common stock equivalents, such as stock issuable pursuant to the exercise of stock options and warrants. As of December 31, 2007 and 2008, there were no common stock equivalents issued and outstanding. Therefore, the basic and fully diluted earnings per share are the same.

The following is a reconciliation of the computation for basic and diluted earnings per share:

	<b><u>December 31,</u></b> <b><u>2007</u></b>	<b><u>December 31,</u></b> <b><u>2008</u></b>
Net income	\$ 8,392	\$ 7,789
Weighted-average common shares outstanding (basic and fully diluted)	<u>100</u>	<u>100</u>
Earnings per share (basic and fully diluted)	\$ <u>83.92</u>	\$ <u>77.89</u>

**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**NOTE 7- STOCKHOLDERS' EQUITY**

The Company has authorized two classes of stock: (a) Preferred stock – 5,000,000 shares authorized at a par value of \$0.000001; and (b) Common stock – 95,000,000 shares authorized at a par value of \$0.000001.

The Company issued 100 shares of common stock to Kevin Lynch on August 8, 2006. On January 24, 2009, the Company redeemed 100 common shares from Mr. Lynch for a total cash payment of \$1.00. Upon redemption, the shares were cancelled and returned to the Company's treasury. Also on January 24, 2009, the Company issued Jennifer Jarvis 4,500,000 shares of common stock.

The Company's founder contributed \$19,397 in capital during the year ended December 31, 2006.

**K-KITZ, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2008 AND 2007**

**NOTE 8 - RELATED PARTY TRANSACTIONS**

Jendco, our largest vendor, is owned by the mother of Jennifer H. Jarvis, our President, Chief Executive Officer and Chief Financial Officer. Our principal executive offices and warehouse are located within a larger facility owned by Jendco. Our lease at this location runs from month-to-month, and we currently pay \$1,300 in rent per month. We paid total rent of \$15,600 in each of the years ended December 31, 2008 and 2007 to Jendco.

We sold products to Jendco totaling \$17,546 and \$11,974 in the years ended December 31, 2008 and 2007, respectively, and had an accounts receivable from Jendco of \$13,276 and \$6,735 as of December 31, 2008 and 2007, respectively. We purchased raw materials from Jendco totaling \$195,956 and \$25,354 in the years ended December 31, 2008 and 2007, respectively, and had an accounts payable from Jendco of \$51,480 and \$0 as of December 31, 2008 and 2007, respectively.

We believe that all of such transactions and arrangements were advantageous to us and were on terms no less favorable to us than could have been obtained from unaffiliated third parties.

**NOTE 9 - SUBSEQUENT EVENTS (UNAUDITED)**

The Company is currently engaged in an offering with total gross proceeds to be raised ranging from \$50,000 to \$100,000.

On January 24, 2009, the Company redeemed 100 common shares from Kevin Lynch for a total cash payment of \$1.00. Upon redemption, the shares were cancelled and returned to the Company's treasury. Also on January 24, 2009, the Company issued Jennifer Jarvis 4,500,000 shares of common stock.

## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### Item 13. Other Expenses of Issuance and Distribution.

The estimated expenses of the offering, all of which are to be paid by the registrant, are as follows:

SEC Registration Fee	\$ 5.58
Accounting Fees and Expenses	12,500.00
Legal Fees and Expenses	25,000.00
Escrow Agent Fees	400.00
Transfer Agent Fees	1,000.00
Miscellaneous	94.42
<b>Total</b>	<b>\$ 39,000.00</b>

Our estimated offering expenses will be paid from cash on hand.

#### Item 14. Indemnification of Directors and Officers.

The only statute, charter provision, by-law, contract or other arrangement under which any controlling person, director or officer of the registrant is insured or indemnified in any manner against any liability which he may incur in his capacity as such, is as follows:

Article II of the By-laws of our company, filed as Exhibit 3.2 to the registration statement.

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.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to directors, officers, and controlling persons against liability under the Act, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

#### Item 15. Recent Sales of Unregistered Securities.

During the past three years, the registrant has sold the following securities which were not registered under the Securities Act of 1933:

<u>Name and Address</u>	<u>Date</u>	<u>Shares</u>	<u>Consideration</u>
Kevin A. Lynch 1309 S. Roosevelt Columbus, Ohio 43209	August 8, 2006	100	\$ 1.00
Jennifer H. Jarvis 74 Auburn Ave. Columbus, Ohio 43205	January 24, 2009	4,500,000	\$ 45,000

We issued the foregoing shares of common stock pursuant to Section 4(2) of the Securities Act of 1933. Both Mr. Lynch and Ms. Jarvis were sophisticated investors, and were in possession of all material information relating to the company. Further, no commissions were paid to anyone in connection with the sale of the shares and general solicitation was not made to anyone.



## Item 16. Exhibits and Financial Statement Schedules.

The following exhibits are filed as part of this registration statement, pursuant to Item 601 of Regulation S-K.

<u>Exhibit No.</u>	<u>Document Description</u>
3.1	Certificate of Incorporation, as amended.
3.2	By-laws.
5.1	Opinion of Greenberg Traurig, LLP regarding the legality of the shares being registered.
10.1	Form of Sales Invoice provided to customers.
14.1	Code of Business Conduct and Ethics.
14.2	Code of Ethics for the CEO and Senior Financial Officers.
23.1	Consent of Greenberg Traurig, LLP (included in the opinion filed as Exhibit 5.1).
23.2	Consent of W.T. Uniack & Co. CPA's P.C.
99.1	Subscription Agreement.
99.2	Escrow Agreement.

## Item 17. Undertakings.

A. The undersigned registrant hereby undertakes:

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

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement.

Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

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

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

(4) Intentionally omitted.

(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Intentionally omitted.

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

(6) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

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

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

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

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

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

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Columbus, State of Ohio, on March 30, 2009.

### K-KITZ, INC.

By: /s/ Jennifer H. Jarvis

Jennifer H. Jarvis  
President, Chief Executive Officer and Chief  
Financial Officer  
(principal executive officer and principal financial  
and accounting officer)

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/Jennifer H. Jarvis</u> Jennifer H. Jarvis	President, Chief Executive Officer, Chief Financial Officer and Director (principal executive officer and principal financial and accounting officer)	March 30, 2009
<u>/s/ Michael J. Funtjar</u> Michael J. Funtjar	Chief Operating Officer, Secretary and Director	March 30, 2009

STATE OF DELAWARE  
CERTIFICATE OF INCORPORATION  
A STOCK CORPORATION

The name of this Corporation is K-KITZ, INCORPORATED.

Its registered office in the State of Delaware is to be located at:

37046 Teal Ct  
Selbyville, DE 19975  
Sussex County

The registered agent in charge thereof is Ms. Jennifer Hill.

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

The amount of the total stock of this corporation is authorized to issue is:

Common Stock: One Billion Shares (1,000,000,000) with a par value of \$0.000001 US.

Preferred Stock: Twenty Million Shares (20,000,000) with a par value of \$0.000001 US.

The name and mailing address of the incorporator are as follows:

Mr. Kevin Lynch  
1982 Heatheliff Drive 1B  
Columbus, OH 43209

I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 3<sup>rd</sup> day of August, A.D. 2006.

BY:   
(Incorporator)

Name: Kevin A. Lynch

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:16 PM 08/08/2006  
FILED 04:16 PM 08/08/2006  
SRV 060742832 - 4202199 FILE



CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF  
K-KITZ, INCORPORATED  
*(a Delaware Corporation)*

The undersigned, Jennifer H. Jarvis, hereby certifies that:

1. She is the President, Chief Executive Officer and Chief Financial Officer of K-Kitz, Incorporated (the "Corporation"), a Delaware corporation, and is duly authorized by the unanimous written consent of the Board of Directors of the Corporation to execute this instrument.

2. The name of the Corporation is "K-Kitz Incorporated." The Corporation filed its Certificate of Incorporation with the Secretary of State of the State of Delaware on August 8, 2006.

3. This Certificate of Amendment of the Certificate of Incorporation was duly approved by the Corporation's Board of Directors and duly adopted by written consent of the stockholders of the Corporation in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. The fifth paragraph of the Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

The total number of shares of all classes of stock which the Corporation shall have authority to issue:

COMMON STOCK:                                      Ninety Five Million (95,000,000) with a par value of \$0.000001 (USD)

PREFERRED STOCK:                                   Five Million (5,000,000) with a par value of \$0.000001 (USD)

**IN WITNESS WHEREOF**, the Corporation has caused this Certificate of Amendment of the Certificate of Incorporation to be executed as of the 19<sup>th</sup> day of December 2008.

By: /s/ Jennifer H. Jarvis  
Jennifer H. Jarvis  
President, Chief Executive Officer and Chief  
Financial Officer

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**BYLAWS**  
**K-KITZ, INC**  
**A DELAWARE CORPORATION**

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**CORPORATE BYLAWS**  
**K-KITZ, INC.**  
**A DELAWARE CORPORATION**

**ARTICLE I - SHAREHOLDERS' MEETINGS**

Section 1. Annual meeting. The annual meeting of the shareholders for the election of directors and the transaction of such other business as may properly come before it shall be held at the time and place designated by the Board of Directors of the Corporation. The annual meeting of shareholders for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of shareholders. The Secretary shall give personally, by mail, or electronic mail, not less than ten (10) nor more than fifty (50) days before the date of the meeting to each shareholder entitled to vote at such meeting, written notice stating the place, date, and hour of the meeting. If mailed, the notice shall be addressed to the shareholder at his or her address as it appears on the record of shareholders of the Corporation unless he or she shall have filed with the Secretary of the Corporation a written request that notices be mailed to a different address, in which case it shall be mailed to the address designated in the request. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. Any notice of meetings may be waived by a shareholder by submitting a signed waiver either before or after the meeting, or by attendance at the meeting.

Section 2. Special meeting. Special meetings of shareholders, other than those regulated by statute, may be called at any time by the Board of Directors or the President, and must be called by the President upon written request of the holders of not less than ten percent (10%) of the outstanding shares entitled to vote at such special meeting. Written notice of such meetings stating the place, the date and hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given not less than ten (10) nor more than sixty (60) days before the date set for the meeting. The notice shall be given to each shareholder of record in the same manner as notice of the annual meeting. Notice of special meeting may be waived by submitting a signed waiver or by attendance at the meeting.

Section 3. Quorum. The presence, in person or by proxy, of the holders of one-third (33.33%) of the outstanding shares entitled to vote thereat shall be necessary to constitute a quorum for the transaction of business at all meetings of shareholders. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting to a future date at which a quorum shall be present or represented. At such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally called. When a specified item of business is required to be voted on by a class or series, a majority of the shares of such class or series shall constitute a quorum for the transaction of such item of business by that class or series. After a quorum has been established at a shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shareholders entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.



Section 4. Record date. The directors may fix in advance a date not less than ten (10) nor more than sixty (60) days, prior to the date of any meeting of the shareholders or prior to the last day on which the consent or dissent of or action by the shareholders may be effectively expressed for any purpose without a meeting, as the record date for the determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 5. Voting. A shareholder entitled to vote at a meeting may vote at such meeting in person or by proxy. Except as otherwise provided by Delaware General Corporation Law or the Certificate of Incorporation, every shareholder shall be entitled to one (1) vote for each share standing in his or her name on the record of shareholders. Except as herein or in the Certificate of Incorporation otherwise provided, all corporate action shall be determined by vote of a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

Treasury shares shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

At each election for directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected at that time and for whose election he has a right to vote.

Shares standing in the name of another corporation, domestic or foreign, may be voted by the officer, agent, or proxy designated by the bylaws of the corporate shareholder; or, in the absence of any applicable bylaw, by such person as the Board of Directors of the corporate shareholder may designate. Proof of such designation may be made by presentation of a certified copy of the bylaws or other instrument of the corporate shareholder. In the absence of any such designation, or in case of conflicting designation by the corporate shareholder, the chairman of the board, president, any vice president, secretary and treasurer of the corporate shareholder shall be presumed to possess, in that order, authority to vote such shares.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledge, and thereafter the pledge or his nominee shall be entitled to vote the shares so transferred.

On and after the date on which written notice of redemption of redeemable shares has been mailed to the holders thereof and a sum sufficient to redeem such shares has been deposited with a bank or trust company with irrevocable instruction and authority to pay the redemption price to the holders thereof upon surrender of certificates therefore, such shares shall not be entitled to vote on any matter and shall not be deemed to be outstanding shares.

Section 6. Proxies. Every proxy must be dated and signed by the shareholder or by his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless otherwise provided therein. Every proxy shall be revocable at the pleasure of the shareholder executing it, except where an irrevocable proxy is permitted by statute.

The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the shareholder who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the corporate officer responsible for maintaining the list of shareholders.

If a proxy for the same shares confers authority upon two (2) or more persons and does not otherwise provide, a majority of them present at the meeting, or if only one (1) is present then that person present, may exercise all the powers conferred by the proxy; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the voting of such shares shall be prorated.

Section 7. Action without a meeting. Pursuant to §228 of the Delaware General Corporation Law, any action which may be authorized or taken at a meeting of the shareholders may be authorized or taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the shareholders entitled to vote on such matter having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. The writing or writings shall be filed with or entered upon the records of the Corporation. Notice shall be given to those shareholders who have not consented in writing. The notice shall fairly summarize the material features of the authorized action and, if the action be a merger, consolidated or sale or exchange of assets for which dissenters rights are provided under this act, the notice shall contain a clear statement of the right of shareholders dissenting therefrom to be paid the fair value of their shares upon compliance with further provisions of this act regarding the rights of dissenting shareholders.

Section 8. Notice of Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each shareholder of record on the new record date entitled to vote at such meeting.

Section 9. Voting Record. Pursuant to §219 and 220 of the Delaware General Corporation Law, the officers or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, with the address of and the number and class and series, if any, of shares held by each. The list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Corporation, at the principal place of business of the Corporation or at the office of the transfer agent or register of the Corporation and any shareholder shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder at any time during the meeting.

If the requirements of this section have not been substantially complied with, the meeting on demand of any shareholder in person or by proxy shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 10. Voting Trusts. Any number of shareholders of this Corporation may create a voting trust for the purpose of conferring upon a trustee or trustees the right to vote or otherwise represent their shares. The voting trust agreement must be a written agreement and must be filed with the registered office of the Corporation in Delaware. Where the counterpart of a voting trust agreement and the copy of the record of the holders of voting trust certificates has been deposited with the Corporation as provided by law, such documents shall be subject to the same right of examination by a shareholder of the Corporation, in person or by agent or attorney, as are the books and records of the Corporation, and such counterpart and such copy of such record shall be subject to examination by any holder or record of voting trust certificates either in person or by agent or attorney, at any reasonable time for any proper purpose.

Section 11. Shareholders' Agreements. Two (2) or more shareholders of this Corporation may enter an agreement providing for the exercise of voting rights in the manner provided in the agreement or relating to any phase of the affairs of the Corporation as provided by law. Nothing therein shall impair the right of this Corporation to treat the shareholders of record as entitled to vote the shares standing in their names.

## ARTICLE II - DIRECTORS

Section 1. Number and qualifications. The entire Board of Directors shall consist of one (1) natural person, all of whom shall be of the age and capacity to make binding contractual agreements under Delaware law. The directors need not be shareholders of the Corporation or residents of the State of Delaware. The number of directors may be changed by an amendment to the Bylaws, adopted by the shareholders.

Section 2. Manner of election. The directors shall be elected at the annual meeting of shareholders by a plurality vote except as otherwise prescribed by statute.

Section 3. Election and Term of office. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the first annual meeting of shareholders, and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death. At the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders shall elect directors to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he or she is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

Section 4. Duties and powers. The Board of Directors shall have control and management of the affairs and business of the Corporation. The directors shall in all cases act as a Board, regularly convened, and, in the transaction of business the act of a majority present at a meeting except as otherwise provided by law or the Certificate of Incorporation shall be the act of the Board, provided a quorum is present. The directors may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they may deem proper, not inconsistent with law or these Bylaws.

Section 5. Meetings. The Board of Directors shall meet for the election or appointment of officers and for the transaction of any other business as soon as practicable after the adjournment of the annual meeting of the shareholders, and other regular meetings of the Board shall be held at such times as the Board may from time to time determine.

Special meetings of the Board of Directors may be called by the Chairman of the Board, President, or upon the written request of any two (2) directors.

Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 6. Notice of meetings. No notice need be given of any regular meeting of the Board. Notice of special meetings shall be served upon each director either in person, electronic mail or by U.S. mail addressed to him at his last-known post office address, at least two (2) days prior to the date of such meeting, specifying the time and place of the meeting and the business to be transacted thereat. At any meeting at which all of the directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 7. Place of meeting. The Board of Directors may hold its meeting either within or without the State of Delaware, at such place as may be designated in the notice of any such meeting.

Section 8. Quorum. At any meeting of the Board of Directors, the presence of a majority of the Board shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a lesser number may adjourn the meeting to some further time.

Section 9. Voting. At all meetings of the Board of Directors, each director shall have one vote irrespective of the number of shares that he may hold. In the event there are an even number of directors, tie votes on issues shall be resolved in favor of the Chairman of the Board's vote.

Section 10. Action without a meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the directors, which writing or writings shall be filed with or entered upon the records of the Corporation.

Section 11. Compensation. The Board of Directors shall have the authority to fix the compensation of directors.

Section 12. Vacancies. Any vacancy occurring in the Board of Directors by death, resignation, or otherwise shall be filled promptly by a majority vote of the remaining directors at a special meeting which shall be called for that purpose within thirty (30) days after the occurrence of the vacancy. The director thus chosen shall hold office for the unexpired term of his or her predecessor and the election and qualification of his or her successor.

Section 13. Removal of directors. Any director may be removed either with or without cause, at any time, by a vote of the shareholders holding a majority of the shares then issued and outstanding and who were entitled to vote for the election of the director sought to be removed, at any special meeting called for that purpose, or at the annual meeting. Except as otherwise prescribed by statute, a director may be removed for cause by vote of a majority of the entire Board.

Section 14. Resignation. Any director may resign at any time, such resignation to be made in writing and to take effect immediately without acceptance.

Section 15. Duties of Directors. A director shall perform his duties as a director, including his duties as a member of any committee of the board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A director who performs his duties in compliance with this section shall have no liability by reason of being or having been a director of the corporation.

Section 16. Director Conflicts of Interest. No contract or other transaction between this Corporation and one (1) or more of its directors, or any other corporation, firm, association or entity in which one (1) or more of the directors of this Corporation are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

- a) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or
- b) The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or
- c) The contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the board, a committee or shareholders.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes approves or ratifies such contract or transaction.

Section 17. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one (1) or more other committees each of which, to the extent provided in such resolution shall have and may exercise all the authority of the Board of Directors, except that no committee shall have the authority to:

- a) approve or recommend to shareholders actions or proposals required by law to be approved by shareholders,
  - b) designate candidates for the office of director, for purposes of proxy solicitation or otherwise,
  - c) fill vacancies on the Board of Directors or any committee thereof,
  - d) amend the Bylaws
  - e) authorize or approve the reacquisition of shares unless pursuant to a general formula or method specified by the Board of Directors, or
  - f) authorize or approve the issuance or sale of, or any contract to issue or sell shares or designate the terms of a series of a class of shares,
- except that the Board of Directors, having acted regarding general authorization for the issuance or sale of shares, or any contract therefore, and, in the case of a series, the designation thereof, may, pursuant to a general formula or method specified by the Board of Directors, by resolution or by adoption of a stock option or other plan, authorize a committee to fix the terms of any contract for the sale of the shares and to fix the terms upon which such shares may be issued or sold, including, without limitation, the price, the rate or manner of payment of dividends, provisions for redemption, sinking fund, conversion, voting or preferential rights, and provisions for other features of a class of shares, or a series of a class of shares, with full power in such committee to adopt any final resolution setting forth all the terms thereof and to authorize the statement of the terms of a series for filing with the Department of State.

The Board of Directors, by resolution adopted in accordance with this section, may designate one (1) or more directors as alternate members of any such committee, who may act in the place and stead of any member or members at any meeting of such committee.

### **ARTICLE III - OFFICERS**

Section 1. Officers and qualifications. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may determine. The failure to elect a President, Secretary or Treasurer shall not affect the existence of this corporation.

Section 2. Election. All officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the annual meeting of shareholders.

Section 3. Term of office. All officers shall hold office until their successors have been duly elected and have qualified, or until removed as hereinafter provided.

Section 4. Removal of officers. Any officer may be removed either with or without cause by the vote of a majority of the Board of Directors.

Section 5. Duties of officers. The duties and powers of the officers of the Corporation shall be as follows and as shall hereafter be set by resolution of the Board of Directors:

President

- a) The President shall preside at all meetings of the Board of Directors and at all meetings of the shareholders.
- b) The President shall present at each annual meeting of the shareholders and directors a report of the condition of the business of the Corporation.
- c) The President shall cause to be called regular and special meetings of the shareholders and directors in accordance with the requirements of Delaware General Corporation Law and of these Bylaws.
- d) The President shall appoint, discharge, and fix the compensation of all employees and agents of the Corporation other than the duly elected officers, subject to the approval of the Board of Directors.
- e) The President shall sign all certificates representing shares.
- f) The President shall enforce these Bylaws and perform all the duties incident to such office and which are required by law, and, generally, shall supervise and control the business and affairs of the Corporation.

Secretary

- a) The Secretary shall keep the minutes of the meetings of the Board of Directors and of the shareholders in appropriate books.
- b) The Secretary shall attend to the giving of notice of special meetings of the Board of Directors and of all the meetings of the shareholders of the Corporation.
- c) The Secretary shall be custodian of the records and seal of the Corporation and shall affix the seal to the certificates representing shares and other corporate papers when required.
- d) The Secretary shall keep at the principal office of the Corporation a book or record containing the names, alphabetically arranged, of all persons who are shareholders of the Corporation, showing their places of residence, the number and class of shares held by them respectively, and the dates when they respectively became the owners of record thereof. The Secretary shall keep such book or record and the minutes of the proceedings of its shareholders open daily during the usual business hours, for inspection, within the limits prescribed by law, by any person duly authorized to inspect such records. At the request of the person entitled to an inspection thereof, the Secretary shall prepare and make available a current list of the officers and directors of the Corporation.



- e) The Secretary shall attend to all correspondence and present to the Board of Directors at its meetings all official communications received by the Secretary.
- f) The Secretary shall perform all the duties incident to the office of Secretary of the Corporation and perform such other duties as may be prescribed by the Board of Directors or the President.

Treasurer

- a) The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Corporation, and shall deposit such funds and securities in the name of the Corporation in such banks or safe deposit companies as the Board of Directors may designate.
- b) The Treasurer shall keep at the principal office of the Corporation accurate books of account of all its business and transactions and shall at all reasonable hours exhibit books and accounts to any director upon application at the office of the Corporation during business hours.
- c) The Treasurer shall render a report of the condition of the finances of the Corporation at each regular meeting of the Board of Directors and at such other times as shall be required, and shall make a full financial report at the annual meeting of the shareholders.
- d) The Treasurer shall further perform all duties incident to the office of Treasurer of the Corporation, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

Other Officers

Other officers shall perform such duties and have such powers as may be assigned to them by the Board of Directors.

Section 6. Vacancies. All vacancies in any office shall be filled promptly by the Board of Directors, either at regular meetings or at a meeting specially called for that purpose.

Section 7. Compensation of officers. The officers shall receive such salary or compensation as may be fixed by the Board of Directors.

ARTICLE IV - SEAL

Section 1. Seal. The seal of the Corporation shall be as follows:

ARTICLE V – STOCK CERTIFICATES

Section 1. Certificates. The shares of the Corporation shall be represented by certificates prepared by the Board of Directors and signed by the President, and by the Secretary or the Treasurer, and sealed with the seal of the Corporation or a facsimile. In case any officer who signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issuance.

The certificates shall be numbered consecutively and in the order in which they are issued; they shall be bound in a book and shall be issued in consecutive order therefrom, and in the margin thereof shall be entered the name of the person to whom the shares represented by each such certificate are issued, the number and class or series of such shares, and the date of issue. Each certificate shall state the registered holder's name, the number and class of shares represented thereby, the date of issue, the par value of such shares, or that they are without par value.

Every certificate representing shares which are restricted as to the sale, disposition or other transfer of such shares shall state that such shares are restricted as to transfer and shall set forth or fairly summarize upon the certificate, or shall state that the corporation will furnish to any shareholder upon request a full statement of such restrictions.

Section 2. Subscriptions. Subscriptions to the shares shall be paid at such times and in such installments as the Board of Directors may determine. If default shall be made in the payment of any installment as required by such resolution, the Board may declare the shares and all previous payments thereon forfeited for the use of the Corporation, in the manner prescribed by statute.

Section 3. Transfer of shares. The shares of the Corporation shall be assignable and transferable only on the books and records of the Corporation by the registered owner, or by his duly authorized attorney, upon surrender of the certificate duly and properly endorsed with proper evidence of authority to transfer. The Corporation shall issue a new certificate for the shares surrendered to the person or persons entitled thereto.

Section 4. Return certificates. All certificates for shares changed or returned to the Corporation for transfer shall be marked by the Secretary "Cancelled," with the date of cancellation, and the transaction shall be immediately recorded in the certificate book opposite the memorandum of their issue. The returned certificate may be inserted in the certificate book.

Section 5. *Lost, Stolen, or Destroyed Certificates.* The corporation shall issue a new stock certificate in the place of any certificate previously issued if the holder of record of the certificate (a) makes proof in affidavit form that it has been lost, destroyed or wrongfully taken; (b) requests the issue of a new certificate before the corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (c) gives bond in such form as the corporation may direct, to indemnify the corporation, the transfer agent, and registrar against any claim that may be made on account of the alleged loss, destruction, or theft of a certificate; and (d) satisfies any other reasonable requirements imposed by the Corporation.

**ARTICLE VI – BOOKS AND RECORDS**

Section 1. *Books and Records.* This Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its shareholders, board of directors and committees of directors.

This Corporation shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record or its shareholders, giving the names and addresses of all shareholders, and the number, class and series, if any, of the shares held by each.

Section 2. *Shareholders' Inspection Rights.* Pursuant to §220(a)(1) of Delaware General Corporation Law, any record or beneficial holders of Corporation stock may inspect the books and records of the Corporation upon written demand stating the purpose thereof, and shall have the right to examine, in person or by agent or attorney, at any reasonable time or times, for any proper purpose. The Corporation shall grant the inspection of its relevant books and records of accounts, minutes and records of shareholders and to make extracts therefrom within five (5) days of the demand.

Section 3. *Financial Information.* Not later than four (4) months after the close of each fiscal year, this Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the corporation as of the close of its fiscal year, and a profit and loss statement showing the results of the operations of the Corporation during its fiscal year.

Upon the written request of any shareholder or holder of voting trust certificates for shares of the Corporation, the Corporation shall mail to such shareholder or holder of voting trust certificates a copy of the most recent such balance sheet and profit and loss statement.

The balance sheets and profit and loss statements shall be filed in the registered office of the Corporation in Delaware, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any shareholder or holder of voting trust certificates, in person or by agent.

## ARTICLE VI - DIVIDENDS

Section 1. Declaration of dividends. The Board of Directors at any regular or special meeting may declare dividends payable out of the surplus of the Corporation, whenever in the exercise of its discretion it may deem such declaration advisable, except when the Corporation is insolvent or when the payment thereof would render the corporation insolvent or when the declaration or payment thereof would be contrary to any restrictions contained in the Articles of Incorporation or Delaware General Corporation Law. Such dividends may be paid in cash, property, or shares of the Corporation, subject to the following provisions:

a) Dividends in cash or property may be declared and paid, except as otherwise provided in this section, only out of the unreserved and unrestricted earned surplus of the corporation or out of capital surplus, howsoever arising but each dividend paid out of capital surplus, and the amount per share paid from such surplus shall be disclosed to the shareholders receiving the same concurrently with the distribution.

b) Dividends may be declared and paid in the corporation's own treasury shares.

c) Dividends may be declared and paid in the corporation's own authorized but unissued shares out of any unreserved and unrestricted surplus of the Corporation upon the following conditions:

1) If a dividend is payable in shares having a par value, such shares shall be issued at not less than the par value thereof and there shall be transferred to stated capital at the time such dividend is paid an amount of surplus equal to the aggregate par value of the shares to be issued as a dividend.

2) If a dividend is payable in shares without a par value, such shares shall be issued at such stated value as shall be fixed by the Board of Directors by resolution adopted at the time such dividend is declared, and there shall be transferred to stated capital at the time such dividend is paid an amount of surplus equal to the aggregate stated value so fixed in respect of such shares; and the amount per share so transferred to stated capital shall be disclosed to the shareholders receiving such dividend concurrently with the payment thereof.

d) No dividend payable in shares of any class shall be paid to the holders of shares of any other class unless the articles of incorporation so provide or such payment is authorized by the affirmative vote or the written consent of the holders of at least a majority of the outstanding shares of the class in which the payment is to be made.

e) A split-up or division of the issued shares of any class into a greater number of shares of the same class without increasing the stated capital of the corporation shall not be construed to be a share dividend within the meaning of this section.

**ARTICLE VII - BILLS, NOTES, ETC.**

Section 1. Execution. All bills payable, notes, checks, drafts, warrants, or other negotiable instruments of the Corporation shall be made in the name of the Corporation and shall be signed by such officer or officers as the Board of Directors shall from time to time by resolution direct.

No officer or agent of the Corporation, either singly or jointly with others, shall have the power to make any bill payable, note, check, draft, or warrant, or other negotiable instrument, or endorse the same in the name of the Corporation, or contract or cause to be contracted any debt or liability in the name and on behalf of the Corporation except as herein expressly prescribed and provided.

**ARTICLE VIII - OFFICES**

The principal office of the Corporation shall be located in the City of Lexington, County of Fayette, Commonwealth of Kentucky. The Board of Directors may change the location of the principal office of the Corporation and may, from time to time, designate other offices within or without the state as the business of the Corporation may require.

**ARTICLE IX - AMENDMENTS**

Section 1. Manner of amending. These Bylaws may be altered, amended, repealed, or added to by the affirmative vote of the holders of a majority of the shareholders entitled to vote in the election of any director at an annual meeting or at a special meeting called for that purpose, provided that a written notice shall have been sent to each shareholder of record entitled to vote at such meeting at his last-known post office address at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendments, additions, or changes which are proposed to be made in such Bylaws. Only such changes shall be made as have been specified in the notice. The Bylaws may also be altered, amended, repealed, or new Bylaws adopted by a majority of the entire Board of Directors at a regular or special meeting of the Board. However, any Bylaws adopted by the Board may be altered, amended, or repealed by the shareholders.

**ARTICLE X - WAIVER OF NOTICE**

Section 1. Authority to waive notice. Whenever under the provisions of these Bylaws or of any statute any shareholder or director is entitled to notice of any regular or special meeting or of any action to be taken by the Corporation, such meeting may be held or such action may be taken without the giving of such notice, provided every shareholder or director entitled to such notice in writing waives the requirements of these Bylaws in respect thereto.

**ARTICLE XI- PROVISIONS**

Should any Article or provision in the Bylaws of this Corporation be found to be contrary to Delaware law, said item shall be considered null and void, just as if it had never appeared in these Bylaws, and it shall not affect the validity of any other Article, provision, or these Bylaws as a whole. In such an instance, the Article or provision shall be amended in the proper procedure to comply with applicable law.

GREENBERG TRAURIG  
MetLife Building  
200 Park Avenue, 15<sup>th</sup> Floor  
New York, New York 10166

April 6, 2009

K-Kitz, Inc.  
1630 Integrity Drive East  
Columbus, Ohio 43209

Ladies and Gentlemen:

We are acting as counsel to K-Kitz, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-1, filed on April 6, 2009 (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Act"), covering up to 2,000,000 shares of the Company's common stock, par value \$0.000001 per share (the "Shares").

We have examined the originals, or certified, conformed or reproduction copies, of all such records, agreements, instruments and documents as we have deemed relevant or necessary as the basis for the opinion hereinafter expressed. In all such examinations, we have assumed the genuineness of all signatures on originals or certified copies and the conformity to original or certified copies of all copies submitted to us as conformed or reproduction copies. As to various questions of fact relevant to such opinion, we have relied upon, and assumed the accuracy of, certificates and oral or written statements and other information of or from public officials, officers or representatives of the Company, and others.

Based upon the foregoing, we are of the opinion that the Shares have been, or when issued, delivered and paid for will be, validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Opinion" in the Prospectus forming a part of the Registration Statement.

Very truly yours,

/s/ Greenberg Traurig, LLP

GREENBERG TRAURIG, LLP

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**K-KITZ, INC.**

Sales Invoice

1. General. This transaction, unless covered by an existing written contract between Customer and K-Kitz, shall be governed by and subject to the following terms and conditions. Any terms or conditions contained in Customer's acknowledgement of this Sales Invoice which are different from or in addition to the provisions hereof shall be void and of no force and effect, unless incorporated into a writing signed by Customer and K-Kitz.
  2. Taxes. Customer shall reimburse K-Kitz the amount of any and all federal, state, local or foreign taxes (excluding K-Kitz's income taxes), duties and other charges paid by K-Kitz with respect to the production, sale, transportation, delivery and use of the goods covered by this Sales Invoice.
  3. Contingencies. Neither party shall be liable to the other for failure or delay in performance hereunder to the extent that such failure or delay is due to acts of God, fire, flood, explosion, sabotage, war, accident, labor dispute or shortage, equipment breakdown, governmental laws, ordinances, rules, regulations or rulings (whether valid or invalid), inability to obtain equipment or fuel, or any other similar or different contingency beyond such party's reasonable control, or if occasioned by partial or complete suspension of operations at any of such party's facilities. In the event of delay or default in delivery caused by a contingency beyond K-Kitz's reasonable control, K-Kitz shall have the right to allocate in a fair and reasonable manner among its customers and K-Kitz's own requirements its available supply of goods available at the time of such contingency.
  4. WARRANTY AND DISCLAIMER. K-KITZ WARRANTS THAT THE GOODS SOLD UNDER THIS SALES INVOICE SHALL MEET THE SPECIFICATIONS SET FORTH HEREIN, OR, IF NO SPECIFICATIONS ARE SET FORTH, THAT THE GOODS SHALL MEET K-KITZ'S STANDARD SPECIFICATIONS. OTHER THAN THE FOREGOING, K-KITZ MAKES NO GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, MERCHANTABILITY OR SUITABILITY OF THE GOODS FOR ANY SPECIFIC PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO K-KITZ.
  5. Limitation of Liability and Remedies. K-Kitz shall not be liable on any claim under or arising out of a breach of the terms and conditions of this Sales Invoice unless action thereon shall be brought within ten days from the date of delivery of goods covered by this Sales Invoice. Customer's failure to notify K-Kitz shall constitute a waiver of all claims with respect to the goods, and in any event, use of the goods shall be deemed to constitute satisfactory performance on the part of the K-Kitz. K-Kitz's liability under this Sales Invoice shall be limited to replacement of goods not meeting the specifications set forth herein (or, if applicable, K-Kitz's standard specifications) or refund of the purchase price thereof, at K-Kitz's option. In no event shall K-Kitz be liable for any incidental or consequential damages.
-



6. Indemnification. Customer will indemnify K-Kitz against all claims, actions, suits, losses, judgments, awards, damages of any nature and expense (including attorneys' fees and other legal expenses) arising out of or in any manner resulting from Customer's unloading, storage, handling or use of the goods covered by this Sales Invoice, except for the portion of damages attributable to K-Kitz's breach of the limited warranty set forth in this Sales Invoice. This indemnity shall survive termination of this contract.

7. Waiver. Any failure by K-Kitz to enforce any of the terms and conditions of this Sales Invoice shall not constitute a waiver of any other term or condition.

8. Governing Law. The terms and conditions of this Sales Invoice shall be governed by the law of the State of Ohio. The validity in whole or in part of any of the terms and conditions of sale shall not affect the validity of any other terms and conditions.

9. Assignment. Customer shall have no right to assign its rights or interest under this Sales Invoice without prior written permission of K-Kitz.

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**K-KITZ, INC.**

**(the “Company”)**

**CODE OF BUSINESS CONDUCT AND ETHICS**

**Introduction**

This Code of Business Conduct and Ethics (the “Code”) covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide the directors, officers, and employees of the Company. All Company directors, officers, and employees should conduct themselves accordingly and seek to avoid even the appearance of improper behavior in any way relating to the Company. In appropriate circumstances, this Code should also be provided to and followed by the Company’s agents and representatives, including consultants.

Any director or officer who has any questions about this Code should consult with the Chief Executive Officer or the General Counsel as appropriate in the circumstances. If an employee has any questions about this Code, the employee should ask his or her supervisor how to handle the situation, or if the employee prefers, the Chief Executive Officer or General Counsel.

**Scope of Code.**

This Code is intended to deter wrongdoing and to promote the following:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
  - full, fair, accurate, timely, and understandable disclosure in reports and documents the Company files with, or submits to, the Securities and Exchange Commission (the “SEC”), and in other communications made by the Company;
  - compliance with applicable governmental laws, rules, and regulations;
  - the prompt internal reporting of violations of this Code to the appropriate person or persons identified in this Code;
  - accountability for adherence to this Code; and
  - adherence to a high standard of business ethics.
-

## **Compliance with Laws, Rules, and Regulations**

Obedying the law, both in letter and in spirit, is the foundation on which the Company's ethical standards are built. All directors, officers, and employees should respect and obey all laws, rules, and regulations applicable to the business and operations of the Company. Although directors, officers, and employees are not expected to know all of the details of these laws, rules, and regulations, it is important to know enough to determine when to seek advice from the Chief Executive Officer, the General Counsel, supervisors, managers, other officers or other appropriate Company personnel.

## **Conflicts of Interest**

A "conflict of interest" exists when an individual's private interest interferes in any way – or even appears to conflict – with the interests of the Company. A conflict of interest situation can arise when a director, officer, or employee takes actions or has interests that may make it difficult to perform his or her work on behalf of the Company in an objective and effective manner. Conflicts of interest may also arise when a director, officer, or employee, or a member of his or her family, receives improper personal benefits as a result of his or her position with the Company. Loans to, or guarantees of obligations of, employees and their family members may create conflicts of interest.

Service to the Company should never be subordinated to personal gain and advantage. Conflicts of interest, whenever possible, should be avoided. In particular, clear conflict of interest situations involving directors, officers, and employees who occupy supervisory positions or who have discretionary authority in dealing with any third party may include the following:

- any significant ownership interest in any supplier or customer;
- any consulting or employment relationship with any customer, supplier, or competitor;
- any outside business activity or other interests that detracts from an individual's ability to devote appropriate time and attention to his or her responsibilities to the Company or affects the individual's motivation or performance as an Employee;
- the receipt of non-nominal gifts or excessive entertainment from any organization with which the Company has current or prospective business dealings
- being in the position of supervising, reviewing, or having any influence on the job evaluation, pay, or benefit of any family member; and
- selling anything to the Company or buying anything from the Company, except on the same terms and conditions as comparable directors, officers, or employees are permitted to so purchase or sell.

It is almost always a conflict of interest for a Company officer or employee to work simultaneously for a competitor, customer, or supplier. No officer or employee may work for a competitor as a consultant or board member. The best policy is to avoid any direct or indirect business connection with the Company's customers, suppliers, and competitors, except on the Company's behalf.

Conflicts of interest are prohibited as a matter of Company policy, except under guidelines approved by the Board of Directors. Conflicts of interest may not always be clear-cut and further review and discussions may be appropriate. Any director or officer who becomes aware of a conflict or potential conflict should bring it to the attention of the Chief Executive Officer and the General Counsel as appropriate in the circumstances. Any employee who becomes aware of a conflict or potential conflict should bring it to the attention of the Chief Executive Officer, the General Counsel, supervisor, manager, or other appropriate personnel. Supervisors and all employees are obligated to make the Chief Executive Officer and the General Counsel aware of any conflict or potential conflict that they may be aware of regarding any employee of the Company.

### **Insider Trading**

Directors, officers, and employees who have access to confidential information relating to the Company are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of the Company's business. All non-public information about the Company should be considered confidential information. To use non-public information for personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical and against Company policy but is also illegal. Directors, officers, and employees also should comply with insider trading standards and procedures adopted by the Company. If a question arises, the director, officer, or employee should consult with the Company's General Counsel. The Company, with the approval of the Board of Directors, may establish policies and periods where directors or employees may buy or sell Company stock so long as the director or employee conforms to applicable laws, Company policies and attests that the individual does not have access or possess any material non-public information.

### **Corporate Opportunities**

Directors, officers, and employees are prohibited from taking for themselves personally or directing to a third party any opportunity that is discovered through the use of corporate property, information, or position without the consent of the Board of Directors. No director, officer, or employee may use corporate property, information, or position for improper personal gain, and no director, officer, or employee may compete with the Company directly or indirectly. Directors, officers, and employees owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises.

### **Competition and Fair Dealing**

The Company seeks to compete in a fair and honest manner. The Company seeks competitive advantages through superior performance rather than through unethical or illegal business practices. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies is prohibited. Each director, officer, and employee should endeavor to respect the rights of and deal fairly with the Company's customers, suppliers, service providers, competitors, and employees, including the making of unfair comments about competitor's products. No director, officer, or employee should take unfair advantage of anyone relating to the Company's business or operations through manipulation, concealment, or abuse of privileged information, misrepresentation of material facts, or any unfair dealing practice.

To maintain the Company's valuable reputation, compliance with the Company's quality processes and safety requirements is essential. In the context of ethics, quality requires that the Company's products and services meet reasonable customer expectations and applicable published industry and governmental standards. All inspection and testing documents must be handled in accordance with all applicable regulations, and every employee is obligated to assure complete and accurate record keeping and documentation.

### **Illegal Discrimination and Sexual and Other Verbal or Physical Harassment**

The Company is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or illegal sexual and other illegal verbal or physical harassment of any kind based on sex, age, race, color, religion, national origin, disability, ancestry, marital or veteran status, or any other legally protected status. Any director or employee who is aware of any such conduct or perceived conduct must be promptly reported to the Chief Executive Officer, the General Counsel or the head of human resources, who will promptly conduct an investigation. The Company may terminate for cause any employee who, as a result of its investigation, it judges has violated this or other such Company policy. Employees shall treat all persons with respect and fairness, and all relationships (whether written, oral or electronic) shall be businesslike and free of any illegal bias, prejudice, harassment, and retaliation.

### **Health and Safety**

The Company strives to provide each employee with a safe and healthful work environment. Each officer and employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries, and unsafe equipment, practices, or conditions.

Violence and threatening behavior are not permitted. Officers and employees should report to work in a condition to perform their duties, free from the influence of illegal drugs or alcohol. The use of illegal drugs in the workplace will not be tolerated and must be promptly reported to the Chief Executive Officer or the General Counsel, who will promptly conduct an investigation. The Company may terminate for cause any employee who, as a result of its investigation, it judges has violated this or other such Company policy.

### **Record-Keeping**

The Company requires honest and accurate recording and reporting of information in order to make responsible business decisions.

Directors, officers and employees regularly use business expense accounts, which must be documented and recorded accurately. If an officer or employee is not sure whether a certain expense is legitimate, the employee should ask his or her supervisor or the Company's controller. Rules and guidelines are available from the Accounting Department.

All of the Company's books, records, accounts, and financial statements must be maintained in reasonable detail, must appropriately reflect the Company's transactions, and must conform both to applicable legal requirements and to the Company's system of internal controls. Unrecorded or "off the books" funds or assets should not be maintained unless permitted by applicable law or regulation.

Business records and communications often become public, and the Company and its officers and employees in their capacity with the Company should avoid exaggeration, derogatory remarks, guesswork, or inappropriate characterizations of people and companies that can be misunderstood. This applies equally to e-mail, internal memos, and formal reports. The Company's records should always be retained or destroyed according to the Company's record retention policies. In accordance with those policies, in the event of litigation or governmental investigation, directors, officers, and employees should consult with the Company's General Counsel before taking any action because it is critical that any impropriety or possible appearance of impropriety be avoided.

### **Confidentiality**

Directors, officers, and employees must maintain the confidentiality of confidential information entrusted to them by the Company or its customers, suppliers, joint venture partners, or others with whom the Company is considering a business or other transaction except when disclosure is authorized by an executive officer or required or mandated by laws or regulations. Confidential information includes all non-public information that might be useful or helpful to competitors or harmful to the Company or its customers and suppliers, if disclosed. It also includes information that suppliers and customers have entrusted to the Company. The obligation to preserve confidential information continues even after employment ends. Every employee must sign the then current employee confidentiality, non-disclosure and assignment of invention agreement as a condition of employment and continued employment.

### **Protection and Proper Use of Company Assets**

All directors, officers, and employees should endeavor to protect the Company's assets and ensure their efficient use. Theft, carelessness, and waste have a direct impact on the Company's profitability. Any suspected incident of fraud or theft should be immediately reported to the General Counsel for investigation. Company assets should be used for legitimate business purposes and should not be used for non-Company business.

The obligation to protect the Company's assets includes its proprietary information. Proprietary information includes intellectual property, such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, designs, databases, records, salary information, and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate Company policy. It could also be illegal and result in civil or even criminal penalties.

### **Entertainment, Gifts, Favors, and Gratuities**

The purpose of business entertainment and gifts in a commercial setting is to create good will and sound working relationships, not to gain unfair advantage with customers. No gift or entertainment should ever be offered, given, provided, or accepted by a director, officer, or employee, family member of a director, officer, or employee, or agent relating to the individual's position with the Company unless it (1) is not a cash gift, (2) is consistent with customary business practices, (3) is not excessive in value, (4) cannot be construed as a bribe or payoff, and (5) does not violate any laws or regulations. A director or officer should discuss with the Chief Executive Officer or General Counsel, and an employee should discuss with his or her supervisor, or if he prefers, the Chief Executive Officer or General Counsel, any gifts or proposed gifts that the individual is not certain are appropriate. Anything having an aggregate value in excess of \$100 may create the possibility of a conflict and should be graciously declined with an explanation that acceptance would be in violation of Company policy, unless approved by the Chief Executive Officer and the General Counsel.

## **Political Contributions**

The Company will not contribute directly or indirectly to political parties or candidates for office unless approved by the Board of Directors or the Audit Committee, and by the CEO and the General Counsel, and only in accordance with applicable laws.

## **Payments to Government Personnel**

The U.S. Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country.

In addition, the U.S. government has a number of laws and regulations regarding business gratuities that may be accepted by U.S. government personnel. The promise, offer, or delivery to an official or employee of the U.S. government of a gift, favor, or other gratuity in violation of these rules would not only violate Company policy but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules.

## **Corporate Disclosures**

All directors, officers, and employees should support the Company's goal to have full, fair, accurate, timely, and understandable disclosure in the periodic reports required to be filed by the Company with the SEC. Although most employees hold positions that are far removed from the Company's required filings with the SEC, each director, officer, and employee should promptly bring to the attention of the Chief Executive Officer, the Chief Financial Officer, the General Counsel, the Controller, or the Audit Committee, as appropriate in the circumstances, any of the following:

- Any material information to which such individual may become aware that affects the disclosures made by the Company in its public filings or would otherwise assist the Chief Executive Officer, the Chief Financial Officer, the General Counsel, the Controller, and the Audit Committee in fulfilling their responsibilities with respect to such public filings.
- Any information the individual may have concerning (a) significant deficiencies in the design or operation of internal controls that could adversely affect the Company's ability to record, process, summarize, and report financial data or (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's financial reporting, disclosures, or internal controls.
- Any information the individual may have concerning any violation of this Code, including any actual or apparent conflicts of interest between personal and professional relationships, involving any management or other employees who have a significant role in the Company's financial reporting, disclosures, or internal controls.
- Any information the individual may have concerning evidence of a material violation of the securities or other laws, rules, or regulations applicable to the Company and the operation of its business, by the Company or any agent thereof, or of violation of this Code.

## **Corporate Communications, Public Relations and Investor Relations**

Only the Chief Executive Officer and the Chief Financial Officer or their specific designee are authorized to communicate on behalf of the Company with shareholders, prospective investors, bankers, the press, broadcast media of the general public. Any inquiries from these sources should promptly be referred to one of these individuals without further comment.

## **Contracts**

Only proper officers of the Company specifically designated by the CEO or CFO are authorized to enter into and execute contracts (whether written or oral) on behalf of the Company. All contracts must be approved by the General Counsel and by the CFO or Controller. No other director, officer, employee or agent of the Company has any authority (express, apparent, implied) to obligate the Company in any manner, or hold himself or herself out to any third party as having such authority.

## **Using Company Computer and Communication Resources**

Employees may use the Company's electronic equipment at their desk or work station for incidental personal matters, however, employees are not guaranteed personal privacy on the Company's communications systems or of the information sent to, from, or stored in Company communications. All documents, including all electronic communications, whether business or personal related, are the Company's property, and they are subject to review by the Company at any time, whether in your presence or not.

- Employees may not use Company computer and communication resources for communications that contain or promote any of the following:
- abusive or objectionable language;
- information that is illegal, obscene, or pornographic;
- messages that are likely to result in the loss or damage of the recipient's work or system;
- messages that are defamatory;
- use that interferes with the work of the employee or others; or
- solicitation of employees for any unauthorized purpose.

## **Right to Monitor/Right to Privacy**

The Company reserves the right to monitor any Company mail systems, including electronic mail, computers, software, files or any other internal documents in any media, including electronic and hard copy. Employees do not have the right to privacy at his/her desk or work station and computer.



## **Waivers of the Code of Conduct**

Any waiver of this Code for directors or executive officers may be made only by the Board of Directors or a committee of the Board and will be promptly disclosed to stockholders as required by applicable laws, rules, and regulations, including the rules of the SEC and under applicable exchange or Nasdaq rules. Any such waiver also must be disclosed in a Form 8-K.

## **Alcohol and Controlled Substances Abuse**

The Company recognizes that alcoholism and other drug addiction are illnesses that are not easily resolved by personal effort and may require professional assistance and treatment. Employees with alcohol or other drug problems are strongly encouraged to take advantage of the diagnostic, referral, counseling and preventive services available through our health insurance plan that have been developed to assure confidentiality of participation.

Controlled substance or alcohol abuse does not excuse Employees from neglect of their employment responsibilities. Individuals whose work performance is impaired as the result of the use or abuse of alcohol or other drugs may be required to participate in an appropriate diagnostic evaluation and treatment plan. Employees are prohibited from engaging in the unlawful possession, use or distribution of alcohol or other illegal drugs on Company property or as part Company activities. Further, use of alcohol or controlled substances off Company premises that in any way impairs work performance is also prohibited.

The unlawful manufacture, distribution, dispensation, possession or use of controlled substances is prohibited on Company property or as a part of Company activities. Individuals violating this policy are subject disciplinary action, as well as termination and possible referral for criminal prosecution.

## **Workplace Violence and Weapons**

It is a violation of this policy to engage in Workplace Violence or use or to possess a Weapon, as defined below, at any time on Company premises, including common areas in the office building and in the parking lot or immediate surrounding areas.

Workplace Violence includes, but is not limited to, intimidation, threats, physical attack or property damage.

- Intimidation: Includes but is not limited to stalking or engaging in actions intended to frighten, coerce, or induce duress.
- Threat: The expression of intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry it out and without regard to whether the expression is contingent, conditional or future.
- Physical Attack: Unwanted or hostile physical contact such as hitting, fighting, pushing, shoving or throwing objects.
- Property Damage: Intentional damage to property which includes property owned by the Company, employees, visitors or vendors.

Weapons are defined as: (1) a loaded or unloaded firearm, whether operable or inoperable, (2) a knife, stabbing instrument, brass knuckles, blackjack, club, or other object specifically designed or customarily carried or possessed for use as a weapon, (3) an object that is likely to cause death or bodily injury when used as a weapon and that is used as a weapon or carried or possessed for use as a weapon, or (4) an object or device that is used or fashioned in a manner to lead a person to believe the object or device is a firearm or an object which is likely to cause death or bodily injury. Employees must report any real or reasonably perceived suspicious activities or intimidating verbal or physical threats immediately to the local police and to the CEO, the General Counsel or any other Company officer.

**Reporting any Illegal or Unethical Behavior or Violations of this Code of Ethics**

Directors and officers are encouraged to talk to the Chief Executive Officer or the General Counsel, and employees are encouraged to talk to Chief Executive Officer, the General Counsel, supervisors, managers, or other appropriate personnel when in doubt about the best course of action in a particular situation. Directors, officers, and employees should report any observed illegal or unethical behavior and any perceived violations of laws, rules, regulations, or this Code to the Chief Executive Officer or General Counsel or directly to any member of the Audit Committee of the Board of Directors. It is the policy of the Company not to allow retaliation for reports of misconduct by others made in good faith. Directors, officers, and employees are expected to cooperate in internal investigations of misconduct.

The Company maintains a Whistleblower Policy attached hereto and incorporated herein as Schedule A for (1) the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters and (2) the confidential, anonymous submission by the Company's employees of concerns regarding questionable accounting or auditing matters.

**Enforcement**

The Board of Directors, the Audit Committee, or the CEO in consultation with the General Counsel, and when they deem it appropriate, with the Board of Directors of the Audit Committee, shall determine appropriate actions to be taken in the event of violations of this Code. Such actions shall be reasonably designed to deter wrongdoing and to promote accountability for adherence to this Code and to these additional procedures, and may include written notices to the individual involved that the Board has determined that there has been a violation, censure by the Board, demotion or re-assignment of the individual involved, suspension with or without pay or benefits (as determined by the Board), and termination of the individual's employment or position. In determining the appropriate action in a particular case, the Board of Directors or such designee shall take into account all relevant information, including the nature and severity of the violation, whether the violation was a single occurrence or repeated occurrences, whether the violation appears to have been intentional or inadvertent, whether the individual in question had been advised prior to the violation as to the proper course of action, and whether or not the individual in question had committed other violations in the past.

**Publicly Available:** This Code shall be posted on the Company's website.

## Schedule A

### K-KITZ WHISTLEBLOWER POLICY

#### Introduction

The Company has adopted a Code of Business Conduct and Ethics applicable to all employees that urges employees promptly to discuss with or disclose to their supervisor, the CEO, the General Counsel, or the Chairman of the Audit Committee events of questionable, fraudulent, or illegal nature. In addition, the Company recently adopted a Code of Ethics for the Chief Executive Officer and senior financial officers that, among other things, requires prompt internal reporting of violations of that Code, the Code of Business Conduct and Ethics, fraud, and a variety of other matters.

As an additional measure to support our commitment to ethical conduct, the Audit Committee of our Board of Directors has adopted the following policies and procedures for (i) the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal controls, or auditing matters; and (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

#### 1. Reporting of Concerns or Complaints Regarding Accounting, Internal Controls, or Auditing Matters.

Taking action to prevent problems is part of the Company's culture. If you observe possible unethical or illegal conduct, you are encouraged to report your concerns. Employees and others involved with the Company are urged to come forward with any such information, without regard to the identity of position of the suspected offender.

Employees and others may choose any of the following modes of communicating suspected violations of law, policy, or other wrongdoing, as well as any concerns regarding questionable accounting or auditing matters (including deficiencies in internal controls):

- Report the matter to your supervisor; or
- Report the matter to the Company's CEO or General Counsel; or
- Report the matter to the Chairman of the Audit Committee.

#### 2. Confidentiality.

The Company will treat all communications under this Policy in a confidential manner, except to the extent necessary (a) to conduct a complete and fair investigation, or (b) for reviews of Company operations by the Company's Board of Directors, its Audit Committee, and the Company's independent public accountants and the Company's outside legal counsel.

Moreover, if your situation requires that your identity be protected, you are still encouraged to please submit an anonymous report to the Audit Committee Chairman. Please call or have someone else call the CEO or General Counsel requesting the name and address of the Audit Committee member, and if they for any reason fail to provide you with the information at the time you speak to one of them, call the Company's external auditors to obtain such information. In the alternative, you may contact the Chairman directly by sending a letter addressed as follows: "Ms. Jennifer H. Jarvis, K-Kitz, Inc., 1630 Integrity Drive East, Columbus, Ohio 43209."

Retaliation.

Any individual who in good faith reports a possible violation of the Company's Code of Business Conduct and Ethics, the Code of Ethics for the Chief Executive Officer and senior financial officers, or of law, or any concerns regarding questionable accounting or auditing matters, even if the report is mistaken, or who assists in the investigation of a reported violation, will be protected by the Company. Retaliation in any form against these individuals will not be tolerated. Any act of retaliation should be reported immediately and will be disciplined appropriately.

Specifically, the Company will not discharge, demote, suspend, threaten, harass, or in any other manner discriminate or retaliate against any employee in the terms and conditions of the employee's employment because of any lawful act done by that employee to either (a) provide information, cause information to be provided, or otherwise assist in any investigation regarding any conduct that the employee reasonably believes constitutes a violation of any Company code of conduct, law, rule, or regulation, including any rule or regulation of the Securities and Exchange Commission or any provision of Federal law relating to fraud against shareholders, or (b) file, cause to be filed, testify, participate in, or otherwise assist in a proceeding filed or, to the employee's knowledge, about to be filed relating to an alleged violation of any such law, rule, or regulation.

**K-KITZ, INC.**

**(the “Company”)**

**CODE OF ETHICS FOR THE CEO AND SENIOR FINANCIAL OFFICERS**

The Company has a Code of Business Conduct and Ethics applicable to all directors and employees of the Company. The Chief Executive Officer and all senior financial officers, including the Chief Financial Officer and principal accounting officer and Controller are bound by the provisions set forth therein relating to ethical conduct, conflicts of interest, and compliance with law. In addition to the Code of Business Conduct and Ethics, the Chief Executive Officer and senior financial officers are subject to the following additional specific policies:

1. The Chief Executive Officer and all senior financial officers are responsible for full, fair, accurate, timely, and understandable disclosure in the periodic reports required to be filed by the Company with the SEC. Accordingly, it is the responsibility of the Chief Executive Officer and each senior financial officer promptly to bring to the attention of the General Counsel or, if appropriate, to outside counsel, and if applicable, to the Audit Committee any material information of which he or she may become aware that affects the disclosures made by the Company in its public filings or otherwise assist the General Counsel and the Audit Committee in fulfilling their responsibilities.
  2. The Chief Executive Officer and each senior financial officer shall promptly bring to the attention of the General Counsel or, if appropriate, to outside counsel, if applicable, and the Audit Committee any information he or she may have concerning (a) significant deficiencies in the design or operation of internal controls that could adversely affect the Company's ability to record, process, summarize, and report financial data or (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's financial reporting, disclosures, or internal controls.
  3. The Chief Executive Officer and each senior financial officer shall promptly bring to the attention of the General Counsel or, if appropriate, to outside counsel, and to the Audit Committee any information he or she may have concerning any violation of this Code or the Company's Code of Business Conduct and Ethics, including any actual or apparent conflicts of interest between personal and professional relationships, involving any management or other employees who have a significant role in the Company's financial reporting, disclosures, or internal controls.
  4. The Chief Executive Officer and each senior financial officer shall promptly bring to the attention of the General Counsel or, if appropriate, to outside counsel, and if applicable, and the Audit Committee any information he or she may have concerning evidence of a material violation of the securities or other laws, rules, or regulations applicable to the Company and the operation of its business, by the Company or any agent thereof, or of violation of the Code of Business Conduct and Ethics or of these additional procedures.
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5. The Board of Directors or the Audit Committee shall determine, or designate appropriate persons to determine, appropriate actions to be taken in the event of violations of the Code of Business Conduct and Ethics or of these additional procedures by the Chief Executive Officer and the Company's senior financial officers. Such actions shall be reasonably designed to deter wrongdoing and to promote accountability for adherence to the Code of Business Conduct and Ethics and to these additional procedures, and may include written notices to the individual involved that the Board has determined that there has been a violation, censure by the Board, demotion or re-assignment of the individual involved, suspension with or without pay or benefits (as determined by the Board), and termination of the individual's employment. In determining the appropriate action in a particular case, the Board of Directors or such designee shall take into account all relevant information, including the nature and severity of the violation, whether the violation was a single occurrence or repeated occurrences, whether the violation appears to have been intentional or inadvertent, whether the individual in question had been advised prior to the violation as to the proper course of action, and whether or not the individual in question had committed other violations in the past.

**Publicly Available:** This Code shall be posted on the Company's website.

**W.T. Uniack & Co. CPA's P.C.**  
Certified Public Accountants & Consultants

Independent Registered Public Accounting Firm's Consent

We consent to the inclusion in this Registration Statement of K-Kitz, Inc. on Form S-1 of our report dated March 12, 2009 with respect to our audits of the financial statements of K-Kitz, Inc. as of December 31, 2008 and 2007 and for the years ended December 31, 2008 and 2007, which report appears in the Prospectus, which is part of this Registration Statement. We also consent to the reference to our Firm under the heading "Experts" in such Prospectus.

/s/ W.T. Uniack & Co. CPA's P.C.  
W.T. Uniack & Co. CPA's P.C.

Alpharetta, Georgia  
March 31, 2009

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**K-KITZ, INC.**

**SUBSCRIPTION AGREEMENT**

**NO NON-U.S. PURCHASER MAY ENGAGE IN ANY HEDGING TRANSACTIONS WITH RESPECT TO THE SECURITIES.**

To: K-KITZ, INC.  
1630 Integrity Drive East  
Columbus, Ohio 43209  
Attn: Ms. Jennifer Jarvis  
President and Chief Executive Officer

This Subscription Agreement sets forth the terms under which the undersigned ("Subscriber") will invest in K-Kitz, Inc., a Delaware corporation (the "Corporation"). This Subscription is one of a limited number of subscriptions for up to 2,000,000 shares of Common Stock at a price of \$0.05 per share (the "Shares" or the "Securities").

The Shares are being offered to a limited number of Subscribers on behalf of the Corporation.

Execution of this Subscription Agreement by the Subscriber shall constitute an offer by the Subscriber to subscribe for the Shares set forth in this Agreement on the terms and conditions specified herein. The Corporation reserves the right to reject such subscription offer, or, by executing a copy of this Subscription Agreement, to accept such offer. If the Subscriber's offer is accepted, the Corporation will execute this Subscription Agreement and return an executed copy of the Subscription Agreement to the Subscriber. If the Subscriber's offer is rejected, the payment accompanying this Subscription Agreement will be returned, with the notice of rejection.

**A. NON-UNITED STATES SUBSCRIBER DECLARATION**

The Subscriber acknowledges that the Subscriber is purchasing the Shares on a private basis and the Subscriber represents that the Subscriber has the following relationship with a director, officer or promoter of the Corporation (check one):

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Friend \_\_\_\_\_

Relative \_\_\_\_\_

Business associate \_\_\_\_\_

**B. UNITED STATES SUBSCRIBER DECLARATION**

If the undersigned is a United States resident, the undersigned warrants and certifies that the undersigned is an Accredited Investor as that term is defined in Regulation D promulgated under the 1933 Act, by virtue of the undersigned's qualification under one or more of the following categories (please check the appropriate space or spaces):

\_\_\_\_\_ The undersigned is a natural person whose individual net worth, or joint net worth with the person's spouse exceeds \$1,000,000.

\_\_\_\_\_ The undersigned is a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

\_\_\_\_\_ The undersigned is a corporation, organization described in Section 501(c)(3) of the United States Internal Revenue Code, Massachusetts Trust or similar business trust, or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.

\_\_\_\_\_ The undersigned is a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person.

\_\_\_\_\_ The undersigned is a director or executive officer of the Corporation.

\_\_\_\_\_ The undersigned is a private business development Corporation as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

\_\_\_\_\_ The undersigned is a bank as defined in Section 3(a)(2) of the 1933 Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance corporation as defined in Section 2(13) of the Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited subscribers.

\_\_\_\_\_ The undersigned is an entity in which all of the equity owners are accredited subscribers under one or more of the categories set forth above.

All Accredited Investors must **initial** the following:

\_\_\_\_\_ I understand that the representations contained in this section are made for the purpose of qualifying me as an Accredited Investor as that term is defined pursuant to Regulation D under the 1933 Act, for the purpose of inducing a sale of Securities to me. I hereby represent that the statement or statements initialed above are true and correct in all respect. I understand that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against me for damages.

**C. TERMS, CORPORATE DISCLOSURE AND GENERAL  
SUBSCRIBER ACKNOWLEDGEMENTS AND WARRANTIES**

**1. Use of Funds of the Shares**

The Subscriber acknowledges that the funds to be raised from the Shares are to be employed for the business of the Corporation in accordance with management's discretion as to the best use of the same for the Corporation's business plans. The Corporation reserves the right at any time to alter its business plans in accordance with management's appreciation of the market for the goods and services of the Corporation.

**2. Method of Subscription and Terms of Fund Release**

A Subscription shall be made by delivering to the Corporation a signed copy of this Subscription Agreement and the Subscription Price made to the Corporation or such party as the Corporation may direct. The funds will be employed by the Corporation immediately upon acceptance of the subscription, or of the lesser amount if the full subscription is not accepted.

The Corporation shall return to the Subscriber the Subscription Price, or such amount as has not been accepted, as to such part of the subscription which the Corporation has not accepted.

The Subscriber hereby agrees and acknowledges that:

(a) Further Financing. The Corporation may issue further offers similar to the within which may bear higher or lower prices, as reasonably determined by the Corporation. The Corporation may, and will, acquire debt and/or equity financing in the future if required or advisable in the course of the Corporation's business development.

(b) Withdrawal or Revocation. This Subscription Agreement is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber once tendered to the Corporation with the Subscription Price.

(c) Agreement to be Bound. The Subscriber hereby specifically agrees to be bound by the terms of this Subscription Agreement as to all particulars hereof and hereby reaffirms the acknowledgments, representations, and powers set forth in this Subscription Agreement;

(d) Reliance on Subscriber's Representations. The Subscriber understands that the Corporation will rely on the acknowledgments, representations, and covenants of the Subscriber herein in determining whether a sale of the Shares to the Subscriber is in compliance with applicable securities laws. The Subscriber warrants that all acknowledgments, representations and covenants are true and accurate.

(e) Waiver of Preemptive Rights. The Subscriber hereby grants, conveys, and vests the Chief Executive Officer of the Corporation as the Subscriber's power of attorney solely for the purpose of waiving any prior or preemptive right which the Subscriber may have under applicable law to further issues of Securities of the Corporation.

### 3. Subscriber's Representations, Warranties, and Understandings

The Subscriber represents and warrants to the Corporation and understands that:

(a) Principal. The Subscriber is purchasing the Shares as principal for his own account and not for the benefit of any other person except as otherwise stated herein, and not with a view to the resale or distribution of all or any of the Shares.

(b) Decision to Purchase. The decision of the Subscriber to enter into this agreement and to purchase Shares pursuant hereto has been based only on the representation of this agreement and any collateral business plan or offering memorandum provided herewith or based upon the Subscriber's relationship with the foregoing stated person of the Corporation. It is not made on other information relating to the Corporation and not upon any oral representation as to fact or otherwise made by or on behalf of the Corporation or any other person. The Subscriber agrees that the Corporation assumes no responsibility or liability of any nature whatsoever for the accuracy, adequacy or completeness of any business plan information, which has been created based upon the Corporation's management experience. In particular, and without limiting the generality of the foregoing, the decision to subscribe for Shares has not been influenced by:

- Newspaper, magazine or other media articles or reports related to the Corporation or its business; or
- Promotional literature or other materials used by the Corporation for sales or marketing purposes; or
- Any representation, oral or otherwise that the Corporation will become a listed company, that the Shares will be repurchased or have any guaranteed future realizable value, or that there is any certainty as to the success of the Corporation or liquidity or value of the Shares.

(c) Economic Risk. The Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluation the merits and risks of his investment in the Shares and the Subscriber is able to bear the economic risk of a total loss of the Subscriber's investment in the Shares.

(d) Speculative Investment. The Subscriber understands that an investment in the Shares is a speculative investment and that there is no guarantee of success of management's plans. Management's plans are an effort to apply present knowledge and experience to project a future course of action which is hoped will result in financial success employing the Corporation's assets and present level of management's skills, and those whom the Corporation will need to attract (which cannot be assured). Additionally, all plans are capable of being frustrated by new or unrecognized or unappreciated circumstances which can typically not be accurately, or at all, predicted.

(e) Status. If the Subscriber is a U.S. person then such has been declared in this document and the Subscriber qualifies as an eligible subscriber under the relevant state and federal U.S. laws as elsewhere herein specified.

(f) Address. The Subscriber is resident as set out on the last page of this Agreement as the "Subscriber's Address" and the address set forth on the last page of this Agreement is the true and correct address of the Subscriber.

(g) Risk and Resale Restriction. The Subscriber is aware of the risks and other characteristics of the Securities and of the fact that the Subscriber will not be able to resell the Securities except in accordance with the applicable securities legislation and regulatory policy.

(h) Receipt of Information. The Subscriber acknowledges that, to his satisfaction:

- He has either had access to or has been furnished with sufficient information regarding the Corporation and the terms of this investment transaction to his satisfaction;

- He has been provided the opportunity to ask questions concerning this investment transaction and the terms and conditions thereof and all such questions have been answered to his satisfaction; and
- He has been given ready access to and an opportunity to review any information, oral or written, that he has requested, in particular to any offering memorandum or business plan of the Corporation, if available, concurrent with or as a part of this subscription.

(i) Confidentiality. The Subscriber understands that the Corporation's business plan and this Agreement are confidential. The Subscriber has not distributed such, or divulged the contents thereof, to anyone other than such legal or financial advisors as the Subscriber has deemed desirable for purposes of evaluating an investment in the Shares and the Subscriber has not made any copies thereof except for his own records.

(j) Age of Majority. The Subscriber, if an individual, has attained the age of majority and is legally competent to execute this Agreement and to take all actions required pursuant hereto.

(k) Authorization and Formation of Subscriber. The Subscriber, if a corporation, partnership, trust or other form of business entity, is authorized and otherwise duly qualified to purchase and hold the Shares and such entity has not been formed for the specific purpose of acquiring Shares in the Offering. If the Subscriber is one of the aforementioned entities, it hereby agrees that upon request of the Corporation it will supply the Corporation with any additional written information that may be requested by the Corporation.

(l) Legal Obligation. This Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber.

(m) Compliance with Applicable Laws. The Subscriber knows of no reason why the delivery of this Agreement, the acceptance of it by the Corporation and the issuance of the Shares or resultant Shares to the Subscriber will not comply with all applicable laws of the Subscriber's jurisdiction of residence or domicile, and all other applicable laws, and the Subscriber has no reason to believe that such will cause the Corporation to become subject to or required to comply with any additional disclosure, prospectus or reporting requirements. The Subscriber will comply with all applicable securities laws and will assist the Corporation in all reasonable manners to comply with all applicable securities laws.

(n) Encumbrance or Transfer of Shares. The Subscriber will not sell, assign, gift, pledge or encumber in any manner whatsoever the Shares herein subscribed without the prior written consent of the Corporation and in accordance with applicable securities laws.

The Subscriber agrees that the above representations and warranties of the Subscriber will be true and correct as of the execution of and acceptance of this Agreement and will survive the completion of the issuance of the Shares. The Subscriber understands that the Corporation will rely on the representations and warranties of the Subscriber herein in determining whether a sale of the Shares to the Subscriber is in compliance with federal and applicable state or provincial securities laws and the Subscriber warrants to indemnify and hold harmless the Corporation from all damages or claims resulting from any misrepresentation by the Subscriber.

4. **Material Changes**

The Subscriber undertakes to notify the Corporation immediately should there be any material change in the foregoing warranties and representations and provide the Corporation with the revised or corrected information. The Subscriber hereby agrees to indemnify and hold the Corporation and its affiliates, and the Escrow Agent harmless from and against any and all liability, damage, cost or expense (including reasonable attorneys' fees) incurred on account of or arising out of:

- (a) Any inaccuracy in the Subscriber's acknowledgments, representations or warranties set forth in this Agreement;
- (b) The Subscriber's disposition of any of the Shares contrary to the Subscriber's acknowledgments, representations or warranties in this Agreement;
- (c) Any suit or proceeding based upon a claim that said acknowledgments, representations or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Corporation or its affiliates or the disposition of all or any part of the Subscriber's Shares; and
- (d) The Subscriber's failure to fulfill any or all of the Subscriber's obligations herein.

5. **Address for Delivery**

Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by delivery (electronic or otherwise) or prepaid registered mail deposited in a post office addressed to the Subscriber or the Corporation at the address specified in this Agreement. The date of receipt of such notice, demand or other communication shall be the date of delivery thereof if delivered, or, if given by registered mail as aforesaid, shall be deemed conclusively to be the fifth day after the same shall have been so mailed, except in the case of interruption of postal services for any reason whatsoever, in which case the date of receipt shall be the date on which the notice, demand or other communication is actually received by the addressee.

6. **Change of Address**

Either party may at any time, and from time to time, notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

7. **Severability and Construction**

Each section, sub-section, paragraph, sub-paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable, and if, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible (all of which shall remain binding on the parties and continue to be given full force and agreement as of the date upon which the ruling becomes final). The word "he" in this Agreement shall also mean she or it, relative of the Subscriber.

8. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any dispute regarding matters as between the Subscriber and the Corporation, whether as a Subscriber or Shareholder, and whether arising under this Agreement or pursuant to the documents of the Corporation or applicable law, shall be adjudicated in Delaware unless the Corporation shall determine or permit otherwise.

9. **Survival of Representations and Warranties**

The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.

10. **Counterparts**

This Agreement may be signed by the parties hereto in as many counterparts as may be necessary, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the execution date as set forth in this Agreement. This Agreement may be executed and exchanged by facsimile and such facsimile copies shall be valid and enforceable agreements.

11. **Entire Agreement**

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings. There are no collateral agreements or understandings hereto and this Agreement, and the documents contemplated herein, constitutes the totality of the parties' agreement. This Agreement may be amended or modified in any respect by written instrument only.

12. **Successors and Assigns**

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Subscriber, the Corporation, the other stated companies for which the Corporation acts as agent, and their respective successors and lawfully permitted assigns; provided that, except as herein provided, this Agreement shall not be assignable by any party without the written consent of the other. The benefit and obligations of this Agreement, insofar as they extend to or affect the Subscriber, shall pass with any assignment or transfer of the Shares in accordance with the terms of this Agreement.

13. **Subscription Amount and Payments**

Subscriber hereby subscribes for \_\_\_\_\_ (Number) of Shares for a total purchase price of \$ \_\_\_\_\_ (Number of Shares x \$0.05) and hereby submits a check in the amount of \$ \_\_\_\_\_ (Number of Shares x \$0.05) made payable to:

K-Kitz, Inc.  
1630 Integrity Drive East  
Columbus, Ohio 43202  
Attn: Ms. Jennifer Jarvis  
President and Chief Executive Officer



14. **Effective Date**

This Agreement shall take effect upon the date of acceptance by the Corporation.

DATED at \_\_\_\_\_, \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2009.

Name of Subscriber (please print):

\_\_\_\_\_

Social Security Number / Corporate Federal ID Number:

\_\_\_\_\_

Subscriber's Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscriber's email address:

\_\_\_\_\_

Official Capacity or Title (corporations only):

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Authorized Signature:

\_\_\_\_\_

**ACCEPTANCE**

The Corporation hereby accepts the above subscription as of this \_\_\_\_ day of \_\_\_\_\_ 2009.

**K-KITZ, INC.**

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

Title: \_\_\_\_\_

**K-KITZ, INC.**

**ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT** (the "Agreement"), is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2009, by and between K-Kitz, Inc., a Delaware corporation (the "Corporation") with a principal office at 1630 Integrity Drive East, Columbus, Ohio 43209, and Fifth Third Bank, \_\_\_\_\_ (the "Escrow Agent").

**WHEREAS**, the Corporation is raising additional capital through the sale of up 2,000,000 shares of Common Stock at a price of \$0.05 per share (the "Shares" or the "Securities"), and this is a "best efforts/no minimum" offering (the "Offering"), all as described in the Subscription Agreement;

**WHEREAS**, the Corporation is authorized and desires to commence this Offering promptly;

**WHEREAS**, the Corporation wishes by this Agreement to provide for the periodic receipt, deposit, safekeeping and disbursement of payments and subscription documents submitted by persons subscribing to shares of common stock pursuant to the Offering; and

**WHEREAS**, the Escrow Agent has agreed to act as such for the Corporation for the Offering subject to the terms and conditions of this Agreement.

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of certain payments to be made by Corporation to the Escrow Agent in consideration of its services hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Corporation and the Escrow Agent do hereby covenant and agree as follows:

1. **Appointment of Escrow Agent.** The Corporation does hereby appoint the Escrow Agent as escrow agent for the Offering to perform the functions and provide the services hereinafter provided, and the Escrow Agent does hereby accept the appointment as Escrow Agent upon the terms and conditions set forth in this Agreement.

2. **Receipt and Deposit of Funds.** Persons wishing to subscribe for Securities interests under the offering are required to execute a Subscription Agreement. Prospective investors must pay cash for their subscription. The prospective investor must forward the Subscription Agreement and their subscription cash payment to the Escrow Agent. Funds received by the Escrow Agent pursuant to the Offering shall be held in escrow and deposited promptly and the Subscription Agreement shall be held for the benefit of the Corporation pending disbursement in accordance with the terms and conditions hereof. Checks and money orders should be made payable to "Fifth Third Bank, K-Kitz, Inc. Escrow Account." Recognizing that in some cases checks and money orders may be made payable to the Corporation, the Corporation does hereby appoint the Escrow Agent as its lawful attorney-in-fact for the purposes of endorsing said checks and money orders, which promptly upon receipt shall be deposited in a non-interest bearing escrow account for the benefit of the Corporation pending disbursement and release of the funds in accordance with the terms and conditions of this Agreement. The Escrow Agent shall be charged with responsibility to exercise reasonable care and due diligence in the deposit of funds received by it pursuant to the Offering.

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3. Records to Be Kept by the Escrow Agent. The Escrow Agent shall maintain records of the name, address, and subscription payments for each subscription it receives under the Offering Bank. Subscription Agreements forwarded to the Escrow Agent shall be directed to Fifth Third Bank at the above address for the Escrow Agent, or to such other person as Escrow Agent shall designate in writing. Upon request, the Escrow Agent shall forward to the Corporation a summary of subscriptions received to date.

4. Funds and Documents to Be Returned If Conditions Not Met. Subject to the other provisions of this Agreement, the Escrow Agent shall return subscription payments, and the proceeds of all closed subscription loans, plus the Subscription Agreement to any subscriber from whom (a) the Corporation has not accepted the Subscription Agreement, (b) has submitted a Subscription Agreement after the termination of the Offering, which will be 180 days after the offering, unless extended by the Corporation for an additional 90 days, or (c) in the event that 1,000,000 shares are not sold within the 180 days, or within the additional 90 days if extended. If at least 1,000,000 shares are sold within 180 days, or within the additional 90 days, if extended, all money received by us will be retained by us and there will be no refund. There are no minimum purchase requirements for each individual investor. The foregoing notwithstanding, the Escrow Agent shall not be obligated, in any manner, to return any subscription payments which have been disbursed by it in accordance with Section 5 hereof. If the Escrow Agent is required to return documents and the subscription payments pursuant to this paragraph, it shall do so within 14 days after termination of the Offering Period, including any extension thereof.

5. Funds May Be Paid to Corporation Once Subscription Conditions Are Met. Upon receipt by the Escrow Agent of: (a) Executed acceptances by Corporation of Subscription Agreements and (b) upon certification by securities counsel for Corporation that the terms of the Offering have been met, and that the Corporation's Stock Transfer Agent has been authorized and notified to duly issue certificates evidencing ownership of the shares of the Corporation's corporate stock to each investor whose Subscription Agreement has been accepted, then Escrow Agent shall disburse the funds held by it in escrow to the Corporation. Funds will be held in escrow by Fifth Third Bank until the Corporation sells at least 1,000,000 shares of common stock. Once the Corporation sells at least 1,000,000 shares of common stock, Fifth Third Bank will release the funds from escrow to the Corporation. If the Corporation does not accept the subscription of a subscriber, as evidenced by written notice to the Escrow Agent, then the Escrow Agent shall return the Subscription Agreement, all related documents, and subscription payment without interest to the Subscriber.

6. Compensation for Escrow Agent's Services. It is understood and agreed between the parties to this Agreement that the compensation to be paid to the Escrow Agent hereunder is intended primarily to compensate the Escrow Agent for the record-keeping and processing associated with the performance of its obligations hereunder. The compensation to be paid to the Escrow Agent for its services rendered in connection with this Agreement shall be at its usual and customary rates and it shall be reimbursed any and all expenses it incurs in performing its duties herein.

7. Escrow Agent's Duties Limited. The sole responsibility of the Escrow Agent shall be to receive, hold and release the aforesaid Subscription Agreements, documents, and funds in accordance with the provisions hereof. In disbursing funds, the Escrow Agent may rely solely upon documents and events specified in this Agreement. The Escrow Agent shall have no duties and obligations except such as are specifically stated herein. It is specifically understood that Escrow Agent has not rendered any other services or given advice regarding the Offering including, but not limited to, the applicable securities laws or securities aspects of this transaction, the tax laws or tax effect of this transaction, or any assessment of the risks involved in the Offering or the qualifications for any of the Subscribers, or given any investment advice or recommendations, and will decline to do so if asked by the Corporation or any other party to this transaction.

8. Escrow Agent's Liability Limited. The Escrow Agent shall not be liable for any error of judgment or act done or committed by it in good faith in connection with its duties as Escrow Agent.

9. Reliance by Escrow Agent On Documents Presented. The Escrow Agent hereby is authorized to act upon the assumption that all agreements or documents delivered to it by Corporation and the subscribers to this Offering are genuine and have been duly signed by the proper party or parties. The Escrow Agent shall not be bound by any modification of this Agreement unless the same shall be in writing and be signed by all parties hereto.

10. Escrow Agent's Duties In the Event of Adverse Claims. In the event of disagreement between subscribers and Corporation, or upon the presentation an adverse claim or demand on the escrowed funds, the Escrow Agent may, at its option, refuse to perform its duties as Escrow Agent until such time as the disagreement or adverse claim or demand has been fully resolved, judicially or otherwise, and in this regard Escrow Agent shall not be liable for failure to perform its duties during this time.

11. Escrow Agent Held Harmless. It is expressly understood and agreed by the parties to this Agreement, and their respective successors and assigns, that the Escrow Agent shall be free and harmless from any and all claims, disputes or defenses which may arise between Corporation or its legal successors and assigns, and the subscribers or any other person which may for any reason have a claim against the funds escrowed hereunder or against Corporation. Corporation hereby agrees to hold the Escrow Agent harmless from and indemnify it for any liability or expense that may be incurred by the Escrow Agent by virtue of any claim, dispute, or defense. If any such claim is asserted, the Escrow Agent may engage counsel of its choice and shall be entitled to reimbursement of reasonable legal fees and expenses to defend it against such claim and, in the event any such claimant is successful in establishing such a claim, Corporation will hold the Escrow Agent harmless and make all payments required to be made pursuant to any final order or judgment that may be entered against the Escrow Agent by a court of competent jurisdiction.

12. Termination. This Agreement may be terminated at any time by the written agreement of all parties.

13. Notices. Until further notice, all communications and notices given with respect to this Agreement shall be made to the addresses first written above.

14. Headings. All headings contained in this Agreement are for convenience and reference only, and shall not constitute a part of this Agreement.

15. Entire Agreement. This Agreement is the entire agreement and understanding between the Corporation and the Escrow Agent, and there are no representations, warranties, promises, inducements, covenants or conditions made by any of the parties except as expressly contained herein.

16. Binding Effect. This Agreement shall inure to the benefit, and the binding upon, the representatives, successors and assigns of each party.

17. Governing Law. This Agreement shall be governed by and interpreted in conformity with, the laws of the Commonwealth of Kentucky without regard to its provisions governing the choice of laws.

18. Authority. Both signatories to this Agreement warrant and represent that he has the appropriate authority to execute this Agreement and bind the entity for whom he is signing the Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto affixed the following signatures as of the day and year first above written.

**K-KITZ, INC.**

By: \_\_\_\_\_  
Jennifer Jarvis  
President and Chief Executive Officer

**FIFTH THIRD BANK, as Escrow Agent**

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