

Edgar Filing: NEXIA HOLDINGS INC - Form 10QSB/A

NEXIA HOLDINGS INC  
Form 10QSB/A  
September 01, 2004

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-QSB/A

(Mark One)

Quarterly report under Section 13 or 15(d) of the Securities Exchange Act of 1934 for the quarterly period ended June 30, 2004

Transition report under Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from to .

Commission file number: 33-22128-D

NEXIA HOLDINGS, INC.

-----  
(Exact name of small business issuer as specified in its charter)

Nevada

84-1062062

-----  
(State or other jurisdiction of  
incorporation or organization)

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

268 West 400 South, Salt Lake City, Utah

84101

-----  
(Address of principal executive office)

-----  
(Zip Code)

(801) 575-8073  
(Issuer's telephone number)

Check whether the issuer: (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

The number of outstanding shares of the issuer's common stock, \$0.001 par value, as of August 19, 2004 was 1,661,383,594.

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#### ITEM 1. FINANCIAL STATEMENTS

As used herein, the term "Nexia" refers to Nexia Holdings, Inc., a Nevada corporation, its subsidiary corporations and predecessors unless otherwise indicated. The accompanying unaudited, consolidated interim financial statements have been prepared in accordance with the instructions to Form 10-QSB pursuant to the Securities and Exchange Commission and, therefore, do not include all information and footnotes necessary for a complete presentation of our financial position, results of operations, cash flows and stockholders' equity in conformity with generally accepted accounting principles in the United States of America. In the opinion of management, all adjustments considered necessary for a fair presentation of the results of operations and financial position have been included and all such adjustments are of a normal recurring nature.

Our unaudited consolidated balance sheet as of June 30, 2004, audited balance sheet as of December 31, 2003, the related unaudited consolidated statements of operations and other comprehensive income (loss) for the three and six months ended June 30, 2004 and 2003 and unaudited consolidated statements of cash flows for the six months ended June 30, 2004 and 2003 are attached hereto as Pages F-1 through F-14 and are incorporated herein by this reference.

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Balance Sheets

	June 30, 2004	December 31, 2003
	----- (Unaudited)	-----
ASSETS		
Current Assets		
Cash	\$ 74,989	\$ 94,073
Restricted Cash	64,651	-
Accounts receivable - trade, net	66,468	33,387
Related party accounts receivable	39,982	12,952
Notes receivable - net of allowance of \$315,000	56,139	36,949
Prepaid expenses	3,025	99
Marketable securities	6,965	205,400
	-----	-----
Total Current Assets	312,219	382,860
	-----	-----
Fixed Assets		
Property and equipment, net	2,628,199	2,570,691
Land	489,295	488,895
	-----	-----
Total Fixed Assets	3,117,494	3,059,586
	-----	-----
Other Assets		
Loan Costs, net	31,273	38,059
	-----	-----
Total Other Assets	31,273	38,059
	-----	-----
TOTAL ASSETS	\$ 3,460,986	\$ 3,480,505
	=====	=====

The accompanying notes are an integral part of these consolidated financial statements.

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Balance Sheets (continued)

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	June 30, 2004	December 31, 2003
	-----	-----
	(Unaudited)	
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable	\$ 170,614	\$ 188,188
Accrued liabilities	180,861	130,524
Current portion of WVDEP liability	-	20,000
Unearned rent	683	28,455
Deferred revenue	959	8,958
Deferred gain on sale of subsidiary	-	21,770
Refundable deposits	15,391	15,541
Convertible debentures	60,000	60,000
Current portion long-term debt	1,268,453	1,213,859
	-----	-----
Total Current Liabilities	1,696,961	1,687,295
	-----	-----
Long-Term Liabilities		
Long-term debt	1,453,194	1,548,740
	-----	-----
Total Long-Term Liabilities	1,453,194	1,548,740
	-----	-----
Total Liabilities	3,150,155	3,236,035
	-----	-----
MINORITY INTEREST	199,090	199,765
	-----	-----
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Preferred stock, \$0.001 par value, 50,000,000		
shares authorized, no shares issued or outstanding	-	-

The accompanying notes are an integral part of these consolidated financial statements

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Balance Sheets (continued)

	June 30, 2004	December 31, 2003
	-----	-----
	(Unaudited)	
Common stock, \$0.001 par value 10,000,000,000		
shares authorized and 890,133,594 and 348,502,760		
shares issued and outstanding, respectively	890,134	348,503
Additional paid-in capital	10,770,901	10,063,482
Treasury stock - 29,138,352 and 20,038,340		
Shares at cost, respectively	(100,618)	(100,618)
Expenses prepaid with common stock	-	(13,333)
Deferred consulting	(38,000)	-

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Stock subscription receivable	(32,363)	(28,000)
Other comprehensive income	(4,610)	(862)
Accumulated deficit	(11,373,703)	(10,224,467)
	-----	-----
TOTAL STOCKHOLDERS' EQUITY	111,741	44,705
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 3,460,986	\$ 3,480,505
	=====	=====

The accompanying notes are an integral part of these consolidated financial statements

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Statements of Operations and Other Comprehensive Income (Loss)  
(Unaudited)

	Three Months Ended June 30,	
	2004	2003
	-----	-----
Revenue		
Consulting revenue	\$ 34,819	\$ 52,630
Rental revenue	118,864	122,306
	-----	-----
Total Revenue	153,683	174,936
Costs of Revenue		
Costs associated with consulting revenue	143,551	47,279
Costs associated with rental revenue	159,700	60,707
Interest associated with rental revenue	59,893	75,636
	-----	-----
Total Costs of Revenue	363,144	183,622
Gross Profit (Deficit)		
Gross profit (deficit) from consulting operations	(108,732)	5,351
Gross profit (deficit) from real estate operations	(100,729)	(14,037)
	-----	-----
Gross Profit (Deficit)	(209,461)	(8,686)
Expenses		
General & administrative expense	290,674	20,436
Impairment of marketable securities	2,118	-
	-----	-----
Total Expenses	292,792	20,436
Operating Loss	(502,253)	(29,122)
Other Income (Expense)		
Interest expense	(3,193)	(11)
Gain (loss) on sale of property and equipment	-	(9,959)

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Gain on sale of subsidiaries	100,000	279,268
loss on sale of marketable securities	-	(27,613)
Other income	7,695	42,854
Gain on settlement of debt	-	-
	-----	-----
Total Other Income (Expense)	104,502	284,539
	-----	-----
Income (Loss) Before Minority Interest	(397,751)	255,417
Minority Interest in Loss	80	16,054
	-----	-----
Net Income (Loss) Before Discontinued Operations	(397,671)	271,471
Loss from discontinued operations	-	(61,557)
	-----	-----
Net Income (Loss)	(397,671)	209,914
Other Comprehensive Income (Loss)		
Change in marketable securities	-	3,899
	-----	-----
Total Comprehensive Income (Loss)	\$ (397,671)	\$ 213,813
	=====	=====

The accompanying notes are an integral part of these consolidated financial s

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Statements of Operations and Other Comprehensive Income (Loss)  
(Unaudited) Continued

	Three Months Ended June 30,	
	2004	2003
	-----	-----
Net (Income) Loss Per Common Share, Basic and Diluted		
Income (Loss) before minority interest	\$ (0.00)	\$ 0.00
Minority interest in loss	(0.00)	0.00
	-----	-----
Income (Loss) before discontinued operations	(0.00)	0.00
Loss on discontinued operations	-	(0.00)
	-----	-----
Net income (loss) per weighted average common share outstanding	\$ (0.00)	\$ 0.00
	=====	=====
Weighted average shares outstanding - basic & diluted	810,625,599	289,098,664
	=====	=====

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Statement of Stockholders' Equity

	Common Stock		Additional	Treasury	Stock	Expenses	Deferred
	Shares	Amount	Paid-in	Stock	Subscription	Prepaid	Consulting
	-----	-----	Capital	-----	Receivable	with	-----
	-----	-----	-----	-----	-----	Common	-----
	-----	-----	-----	-----	-----	Stock	-----
Balance, December 31, 2002	310,352,760	\$310,353	\$ 9,647,273	\$ (107,741)	\$ (107,800)	\$ -	\$ -
Common stock issued for loan fee	5,000,000	5,000	45,000	-	-	-	-
Disposition of treasury stock and stock subscription due to sale of subsidiary	-	-	-	7,123	107,800	-	-
Common stock issued for services	8,000,000	8,000	11,000	-	-	-	-
Common stock issued for Bonus	17,550,000	17,500	210,600	-	-	-	-
Common stock issued for services and prepaid services	2,000,000	2,000	38,000	-	-	(13,333)	-
Common stock issued for stock option exercise to employees	5,600,000	5,600	50,400	-	(28,000)	-	-
Intrinsic value of stock options issued to employees	-	-	49,600	-	-	-	-
Beneficial conversion feature on convertible debentures	-	-	11,609	-	-	-	-
Adjustment for marketable securities	-	-	-	-	-	-	-
Net loss for the year ended December 31, 2003	-	-	-	-	-	-	-

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Balance, December 31, 2003	348,502,760	\$348,503	\$10,063,482	\$ (100,618)	\$ (28,000)	\$ (13,333)	-
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The accompanying notes are an integral part of these consolidated financial statements.

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Statement of Stockholders' Equity (continued)

	Common Stock		Additional	Treasury	Stock	Expenses	Deferred
	Shares	Amount	Paid-in Capital	Stock	Subscription Receivable	Prepaid with Common Stock	Consulting
Balance, December 31, 2003	348,502,760	\$348,503	\$10,063,482	\$ (100,618)	\$ (28,000)	\$ (13,333)	\$ -
Cancellation of common stock for subscription receivable (Unaudited)	(700,000)	(700)	(6,300)	-	7,000	-	-
Common stock issued for services (Unaudited)	168,830,834	168,831	480,096	-	-	-	-
Common stock issued for building improvements and services (Unaudited)	6,000,000	6,000	13,200	-	-	-	-
Common stock issued for stock option exercise to consultants (Unaudited)	150,400,000	150,400	(41,256)	-	-	-	-
Common stock issued for stock option exercise to employees (Unaudited)	106,100,000	106,100	34,000	-	-	-	-
Common stock issued for subscriptions receivable (Unaudited)	111,000,000	111,000	(78,637)	-	(32,363)	-	-
Receipt of subscriptions receivable							



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(Unaudited)	-	-	-	-	21,000	-	-
Amortization of prepaid expenses (Unaudited)	-	-	-	-	-	13,333	-
Intrinsic value of stock options issued to employees (Unaudited)	-	-	253,250	-	-	-	-
Balance Forward	890,133,594	\$890,134	\$10,717,835	\$(100,618)	\$(32,363)	\$-	-

The accompanying notes are an integral part of these consolidated financial

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Statements of Stockholders' Equity (cont)

	Common Stock		Additional	Treasury	Stock	Expenses	Deferred
	Shares	Amount	Paid-in Capital	Stock	Subscription Receivable	Prepaid with Common Stock	Consulting
Balance Forward	890,133,594	\$890,134	\$10,717,835	\$(100,618)	\$(32,363)	\$-	\$-
Fair value of options issued for prepaid consulting fees (Unaudited)	-	-	43,988	-	-	-	(43,988)
Revaluation and amortization of deferred consulting (Unaudited)	-	-	1,612	-	-	-	5,988
Application of option grants to accounts payable (Unaudited)	-	-	7,466	-	-	-	-
Adjustment for marketable securities (Unaudited)	-	-	-	-	-	-	-
Net loss for the six months ended June 30, 2004 (Unaudited)	-	-	-	-	-	-	-
Balance, June 30, 2004	890,133,594	\$890,134	\$10,770,901	\$(100,618)	\$(32,363)	\$-	\$(38,000)

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Statements of Cash Flows  
(Unaudited)

	For the S Ju 2004 -----
<b>Cash Flows From Operating Activities</b>	
Net Income (Loss)	\$ (1,149,236)
Adjustments to reconcile net loss to net cash used in operating activities:	
Loss from discontinued operations	-
Loss from sale of investments	-
Loss from sale of property and equipment	-
Gain from sale of subsidiaries	-
Impairment of marketable securities	187,892
Change in minority interest	(675)
Depreciation and amortization	65,398
Intrinsic value of stock for services	253,250
Issued common stock for services	650,127
Amortization of expense prepaid with common stock	13,333
Revaluation of variable deferred consulting	7,600
Changes in operating assets and liabilities:	
Increase in restricted cash	(64,651)
Accounts and notes receivable	(60,111)
Prepaid expenses	(2,926)
Other assets	6,786
Accounts payable	(18,777)
Accrued liabilities	8,567
Deferred revenue	(27,773)
Refundable deposit	(150)
<b>Net Cash Used by Operating Activities</b>	<b>(131,346)</b> -----
<b>Cash Flows From Investing Activities</b>	
Cash loaned on notes receivable	(19,430)
Cash received on notes receivable	240
Net cash distributed in sale transaction	-
Proceeds from sale of marketable securities	-
Purchase of property, plant and equipment	(97,840)
<b>Net Cash Used By Investing Activities</b>	<b>(117,030)</b> -----

The accompanying notes are an integral part of these consolidated financial statements

NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Consolidated Statements of Cash Flows (continued)  
(Unaudited)

	For the Six Months E	June 30,
	2004	
	-----	-----
Cash Flows From Financing Activities		
Principal payments on long-term debt	\$ (78,590)	\$ (
Proceeds from long-term debt	-	
Proceeds from issuance of stock	37,638	
Receipt of stock subscriptions receivable	21,000	
Issuance of common stock for stock option exercise	249,244	
	-----	-----
Net Cash Provided By Financing Activities	229,292	
	-----	-----
Net Increase (Decrease) In Cash	(19,084)	
Cash, Beginning Of Year	94,073	
	-----	-----
Cash, End Of Year	\$ 74,989	\$
	=====	=====
Supplemental Disclosure Of Information		
Cash paid during the year for interest	\$ 112,849	\$
Cash paid during the year for income taxes	\$ -	\$
Supplemental Disclosure of Non-Cash Investing and Financing Activities:		
Common stock issued for services	\$ 650,127	\$
Common stock issued for subscription receivable	\$ 32,363	\$
Common stock issued for variable deferred consulting	\$ 43,988	\$
Common stock issued for building improvements	\$ 18,000	\$
Common stock issued for loan costs	\$ -	\$
Office equipment acquired through capital lease	\$ -	\$

The accompanying notes are an integral part of these consolidated financial statements

NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Notes to the Consolidated Financial Statements  
June 30, 2004 and December 31, 2003

NOTE 1 - BASIS OF CONSOLIDATED FINANCIAL STATEMENT PRESENTATION

The accompanying unaudited consolidated financial statements are those of Nexia Holdings, Inc. and Subsidiaries (the Company) and have been

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prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in consolidated financial statements prepared in accordance with generally accepted accounting principles in the United States of America have been condensed or omitted in accordance with such rules and regulations. The information furnished in the interim consolidated financial statements includes normal recurring adjustments and reflects all adjustments, which, in the opinion of management, are necessary for a fair presentation of such consolidated financial statements. Although management believes the disclosures and information presented are adequate to make the information not misleading, it is suggested that these interim consolidated financial statements be read in conjunction with the Company's most recent audited consolidated financial statements and notes thereto included in its December 31, 2003 Annual Report on Form 10-KSB. Operating results for the six months ended June 30, 2004 are not indicative of the results that may be expected for the year ending December 31, 2004.

### NOTE 2 - GOING CONCERN

The Company's consolidated financial statements are prepared using accounting principles generally accepted in the United States of America applicable to a going concern which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has incurred cumulative operating losses through June 30, 2004 of \$11,373,703 and a working capital deficit of \$1,384,742 at June 30, 2004 all of which raises substantial doubt about the Company's ability to continue as a going concern.

Primarily, revenues have not been sufficient to cover the Company's operating costs. Management's plans to enable the Company to continue as a going concern include the following:

- o Increasing revenues from rental properties by implementing new marketing programs.
- o Making certain improvements to certain rental properties in order to make them more marketable.
- o Reducing negative cash flows by selling rental properties that do not at least break even.
- o Refinancing high interest rate loans.
- o Increasing consulting revenues by focusing on procuring clients that pay for services rendered in cash or highly liquid securities.
- o Reducing expenses through consolidating or disposing of certain subsidiary companies.
- o Raising additional capital through private placements of the Company's common stock.

There can be no assurance that the Company can or will be successful in implementing any of its plans or that they will be successful in enabling the company to continue as a going concern. The Company's consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

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### NEXIA HOLDINGS, INC. AND SUBSIDIARIES Notes to the Consolidated Financial Statements June 30, 2004 and December 31, 2003

#### NOTE 3 - MATERIAL EVENTS

During the period ended June 30, 2004, the Company cancelled 700,000 shares previously issued to an officer of the Company for cancellation of a stock subscription receivable in the amount of \$7,000.

During the period ended June 30, 2004, the Company issued 128,830,834 shares of its common stock for services to consultants and employees valued at \$170,127, or an average of \$0.001 per share.

During the period ended June 30, 2004, the Company issued 40,000,000 shares of its common stock for services to directors of the Company valued at \$480,000, or an average of \$0.012 per share.

During the period ended June 30, 2004, the Company's board of directors authorized the issuance of 290,400,000 options to purchase the Company's common stock for services rendered to consultants. The options vest over time with 176,400,000 of the options exercised immediately at option prices of 75% of market value on the dates of exercise for cash of \$69,144 and subscriptions receivable of \$21,863, or an average of \$0.0001 per share.

During the period ended June 30, 2004, the Company's board of directors authorized issuance of 711,100,000 options to purchase common stock to employees for services rendered. The options vest over time with 191,100,000 of the options exercised immediately at option prices of 75% of market value on the dates of exercise for cash of \$180,100 and subscriptions receivable of \$10,500.

During the period ended June 30, 2004, the Company received \$7,466 in billing credits for leasehold improvements performed by an outside contractor. The billing credits were received in conjunction with the grant of options to the outside contractor for work performed. As the options had no fair value, the \$7,466 was recorded as additional paid in capital.

During the period ended June 30, 2004, the Company issued 6,000,000 shares of common stock for building improvements valued at \$18,000 and expenses of \$1,200.

During the period ended June 30, 2004, the Company issued stock options to purchase 40,000,000 shares of the Company's common stock for services and prepaid services, 20,000,000 each vested immediately with an additional 10,000,000 vesting each month for two months. The Company has accounted for these options as variable and has revalued and amortized the additional expense. The initial valuation of \$43,988 was adjusted for a valuation increase of \$1,612 with \$7,600 amortized to expense.

#### NOTE 4 - RELATED PARTY TRANSACTIONS

On January 29, 2004 the Company accepted 9,100,012 shares of its own common stock held by Axia Group, Inc. (Axia), a related party, in satisfaction of all amounts due as a result of its consulting agreement. These shares are being held as treasury stock at predecessor basis of zero at June 30, 2004.

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On February 20, 2004, the Company's board of directors approved the issuance to the Company's President and Chief Financial Officer, 5,100,000 shares of the Company's Series A Preferred Stock as an incentive to retaining the officer as an employee of the Company. During June 2004, the Company's board of directors rescinded the issuance of these shares of Preferred Stock.

During the period ended June 30, 2004, the Company lent Axia a total of \$33,140 in the form of cash and payment of expenses. A total of \$39,982 is due from Axia at March 31, 2004.

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NEXIA HOLDINGS, INC. AND SUBSIDIARIES  
Notes to the Consolidated Financial Statements  
June 30, 2004 and December 31, 2003

### NOTE 5 - OUTSTANDING STOCK OPTIONS

A summary of the status of the Company's stock option plans as of June 30, 2004 and December 31, 2003 and changes during those periods is presented below:

	June 30, 2004		December 31, 2003	
Shares	Weighted Average Exercise Price	Shares	Weight Avera Exerci Pric	
Outstanding, beginning of period	-	\$ -	-	\$ -
Granted	1,006,500,000	0.007	5,600,000	0.
Exercised/Cancelled	-	-	-	-
Exercised	367,500,000	\$ 0.007	(5,600,000)	\$ 0.
	639,000,000	\$ 0.005	-	\$ -
Outstanding end of period	639,000,000	\$ 0.005	-	\$ -
Exercisable	-	\$ -	-	\$ -

The Company estimated the fair value of each stock option issued during the period at the grant date by using the Black-Scholes option pricing model based on the following assumptions:

	For the Period Ended June 30, 2004
Risk free interest rate	0.89%
Expected life	0.08 - 0.17 years
Expected volatility	446.82 - 605.87%
Dividend yield	0.00%

### NOTE 6 - SUBSEQUENT EVENTS

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On July 1, 2004, the Company authorized the issuance of 38,000,000 shares of its common stock to Francis Zubrowski, pursuant to the exercise of his stock options, the shares were registered under the Company's S-8 Registration Statement.

On July 1, 2004, the Company authorized the issuance of 38,000,000 shares of its common stock to Tim Hall, pursuant to the exercise of his stock options, the shares were registered under the Company's S-8 Registration Statement.

On July 19, 2004, the Company authorized the issuance of the following shares pursuant to the exercise of options granted to the named individuals: 10,000,000 shares to Felix Correa, 10,000,000 shares to Tim Hall, 10,000,000 shares to Guy Cook, and 20,000,000 shares to Ernie Burch. The shares were registered under the Company's S-8 Registration Statement.

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### NEXIA HOLDINGS, INC. AND SUBSIDIARIES Notes to the Consolidated Financial Statements June 30, 2004 and December 31, 2003

#### NOTE 6 - SUBSEQUENT EVENTS (Continued)

On July 22, 2004, the Company, as directed and authorized by the board of directors, filed an amendment to its S-8 Registration Statement and 2004 Benefit Plan, increasing the number of shares registered by 1,000,000,000. The total number of shares now registered pursuant to the S-8 Registration Statement and the 2004 Benefit Plan of the Company is 1,650,000,000.

On July 27, 2004, the Company authorized the issuance of the following shares pursuant to the exercise of options granted to the named individuals: 50,000,000 shares to Alex Bustos, 18,000,000 shares to Elias Roussos, 15,000,000 shares to Michael Golightly, 10,000,000 shares to Sandra Jorgensen, 50,000,000 shares to Tim Hall, 20,000,000 shares to Brent Sorensen, and 50,000,000 shares to Carl Spencer. The shares were registered under the Company's S-8 Registration Statement.

On July 27, 2004, the Company authorized the issuance of 75,000,000 shares to Tim Hall, 6,750,000 shares to Donald Decker and 10,500,000 shares to Carl Spencer of shares registered under the Company's S-8 Registration Statement.

On August 5, 2004, the Company authorized the issuance of 40,000,000 shares to Guy Cook, 40,000,000 shares to Ernie Burch, 40,000,000 share to Michael Golightly, 70,000,000 to Jose R. Prado, 30,000,000 shares to A. Franklin Adams, 30,000,000 shares to Alex Bustos and 90,000,000 shares to Francis Zubrowski. All of these shares were registered under the Company's S-8 Registration Statement.

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#### ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Cautionary Statement Regarding Forward-Looking Statements

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The information herein contains certain forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended, which are intended to be covered by the safe harbors created thereby. Investors are cautioned that all forward looking statements involve risks and uncertainty, including, without limitation, the ability of Nexia to continue its business strategy, changes in the real estate markets, labor and employee benefits, as well as general market conditions, competition, and pricing. Although Nexia believes that the assumptions underlying the forward looking statements contained herein are reasonable, any of the assumptions could be inaccurate, and therefore, there can be no assurance that the forward looking statements included in the Form 10QSB will prove to be accurate. In view of the significant uncertainties inherent in the forward looking statements included herein, the inclusion of such information should not be regarded as a representation by Nexia or any other person that the objectives and plans of Nexia will be achieved.

### General

Nexia operates in two primary areas of business: Nexia acquires, leases and sells real estate; and, Nexia provides financial consulting services. The following discussion examines Nexia's financial condition as a result of operations for the three and months ended June 30, 2004, and compares those results with the comparable period from last year.

### Real Estate Operations

Nexia's objective, with respect to real estate operations, is to acquire, through subsidiaries, properties which management believes to be undervalued and which Nexia is able to acquire with limited cash outlays. Nexia will consider properties anywhere within the continental United States. Nexia attempts to acquire such properties by assuming existing favorable financing and paying the balance of the purchase price with nominal cash payments or through the issuance of shares of common stock. Once such properties are acquired, Nexia leases them to primarily commercial tenants. Nexia also makes limited investments to improve the properties with the objective of increasing occupancy and cash flows. Management believes that, with limited improvements and effective management, properties can be sold at a profit within a relatively short period of time.

On June 30, 2003 Nexia sold its interest in Wichita Development Corporation (Wichita) and its subsidiaries Salt Lake Development Corporation and Wichita Properties to Diversified Financial Resource Corporation ("DFRC"). A similar transaction did not occur for the period ended June 30, 2004.

Nexia recorded rental revenues of \$118,864 and \$247,001 for the three and six months ended June 30, 2004 respectively, as compared to \$122,306 and \$239,224 for the same periods in 2003. Nexia's rental revenues for the comparative three month and six months periods did not fluctuate significantly. Management's current belief is that rental revenues are stabilizing and with certain improvements being made to various properties rental revenues should improve over the next 12 months.

Nexia had a loss from real estate operations of \$100,729 and \$164,954 for the three and six months ended June 30, 2004, compared to a loss of \$14,037 and a gain of \$82,269 for the same periods in 2003. The increase in loss is attributable primarily to the decrease in occupancy.

Nexia will continue efforts to improve profitability and cash flow by working to increase occupancy and rental income from those properties which have a high



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vacancy rate as well as focusing on properties with the highest per square foot rental rates. Nexia also intends to continue to purchase real estate primarily for appreciation purposes. Accordingly, Nexia hopes to not only minimize any real estate cash flow deficit, but also generate sufficient cash to record a substantial profit upon property disposition.

### Consulting Operations

Nexia, through its majority owned subsidiary, Hudson Consulting Group, Inc., ("Hudson") provides a variety of financial consulting services to a wide range of clients. The primary service performed by Hudson involves assisting clients in structuring mergers and acquisitions. This includes locating entities suitable to be merged with or acquired by Nexia's clients, as well as providing general advice related to the structuring of mergers or acquisitions. Hudson also assists clients in restructuring their capital formation, advises with respect to general corporate problem solving and provides shareholder relations services designed to expose its clients to the investment community.

Nexia's consulting subsidiary generates revenues through consulting fees payable in the client's equity securities, cash, other assets or some combination of the three. The primary form of compensation received is the equity securities of clients. When payment is made in the form of equity, the number of shares to be paid is usually dependent upon the price of the client's common stock (if such price is available) and the extent of consulting services provided. When stock is received as payment it is booked as deferred revenue at its currently quoted market value. After the stock is sold, it is then booked as revenue along with an accompanying gain or loss on the sale.

Nexia generates cash flow, in part, by liquidating non\_cash assets (equity securities) received as fees for consulting services. As most fees are paid in the form of equity, the revenues and cash flows realized by Nexia are somewhat tied to the price of its clients' securities and Nexia's ability to sell such securities. A decline in the market price of a client's stock can affect the total asset value of Nexia's balance sheet and can result in Nexia incurring substantial losses on its income statement.

Nexia's portfolio consists primarily of restricted and unrestricted shares of common stock in micro to small cap publicly traded companies. This portfolio currently consists of shares of common stock in different companies whose operations range from that of high-tech to oil and gas companies. The Company's ownership in the above publicly traded companies is less than 20% and thus accounts for them as investments available for sale at the lower of cost or market. Nonetheless, Nexia's portfolio is considered extremely volatile.

Revenues from Nexia's financial consulting operations decreased for the period ended June 30, 2004, as compared to the comparable periods in 2003. Nexia recorded \$34,819 and \$56,433 in revenues for the three months and six months ended June 30, 2004, respectively, from its financial consulting operations as compared to \$52,630 and \$110,833 for the same periods in 2003. Nexia experienced a loss from consulting operations of \$108,732 and \$196,390 for the three and six months ended June 30, 2004, as compared to profits of \$5,351 and \$6,463 for the same periods in 2003. The increase in losses from consulting is a result of Nexia's efforts to restructure and redefine the types of services it will provide in the future.

### Company Operations as a Whole

#### Revenues

Gross revenues for the three and six month periods ended June 30, 2004, were \$153,683 and \$303,444 respectively as compared to \$174,936 and \$350,057 for the same periods in 2003. The decrease in six month revenues of \$46,613 is due to a

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decrease in consulting revenues due to restructuring efforts.

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### Losses

Nexia recorded operating losses of \$502,253 and \$1,408,653 for the three and six month periods ended June 30, 2004, respectively, compared to losses of \$29,122 and \$105,188 for the comparable periods in the year 2003.

Nexia recorded net losses of \$397,671 and \$1,149,236 for the three and six months ended June 30, 2004, respectively, as compared to net income of \$209,914 and \$118,851 for the same periods in 2003. The increase in losses is attributable primarily to the issuance of shares of common stock to pay for services rendered which increased expenses accompanied by a decrease in consulting revenues.

Nexia does not expect to operate at a profit through fiscal 2004. Since Nexia's activities are closely tied to the securities markets and the ability to operate its real estate properties at a profit, future profitability or its revenue growth tends to follow changes in the securities and real estate market place. There can be no guarantee that profitability or revenue growth can be realized in the future.

### Expenses

General and administrative expenses for the three and six months ended June 30, 2004, were \$290,674 and \$859,419, respectively, compared to \$20,436 and \$24,360 for the same periods in 2003. The increase in expenses is due primarily to directors fees of \$480,000 and \$107,153 in legal and accounting fees. The Company issued 10,000,000 shares of restricted stock to each director as fees during the first quarter of the year.

Depreciation expenses for the six months ended June 30, 2004 and June 30, 2003, were \$65,398 and \$70,484, respectively. This change was due primarily to the sale of properties by the Company.

### Capital Resources and Liquidity

On June 30, 2004, Nexia had current assets of \$312,219 and \$3,460,986 in total assets. Nexia had a net working capital deficit of \$1,384,742 at June 30, 2004. The working capital deficit is due primarily to mortgages, which will, or may, come due in the next twelve months and are thus considered as current liabilities.

Net cash used in operating activities was \$131,346 for the six months ended June 30, 2004, compared to net cash used in operating activities of \$403,764 for the six months ended June 30, 2003.

Cash used in investing activities was \$117,030 for the six months ended June 30, 2004, compared to cash used by investing activities of \$2,761 for the same period in 2003.

Cash provided by financing activities was \$229,292 for the six months ended June 30, 2004, compared to cash provided of \$129,177 for the same period in 2003.

Due to Nexia's debt service on real estate holdings, willingness to acquire properties with negative cash flow shortages and acceptance of non-cash assets for consulting services, Nexia may experience occasional cash flow shortages. To

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cover these shortages we may need to sell securities from time to time at a loss. In addition, the Company is currently experiencing challenges with regard to cash flows. We are looking at several options to improve this situation, including the private placement of Nexia common stock.

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### Stock and Options To Employees and Contractors

During the quarter ending June 30, 2004, Nexia's subsidiary, Hudson Consulting Group, Inc., has continued a policy of limited cash payments to its employees and relied primarily on the issuance of Nexia's common stock registered under the Company's S-8 Registration Statement for employee compensation.

### Impact of Inflation

Nexia believes that inflation has had a negligible effect on operations over the past three years. Nexia believes that it can offset inflationary increases in the cost of materials and labor by increasing sales and improving operating efficiencies.

### Known Trends, Events, or Uncertainties

#### General Real Estate Investment Risks

Nexia's investments are subject to varying degrees of risk generally incident to the ownership of real property. Real estate values and income from Nexia's current properties may be adversely affected by changes in national or local economic conditions and neighborhood characteristics, changes in interest rates and in the availability, cost and terms of mortgage funds, the impact of present or future environmental legislation and compliance with environmental laws, the ongoing need for capital improvements, changes in governmental rules and fiscal policies, civil unrest, acts of God, including earthquakes and other natural disasters which may result in uninsured losses, acts of war, adverse changes in zoning laws and other factors which are beyond the control of Nexia.

#### Value and Illiquidity of Real Estate

Real estate investments are relatively illiquid. The ability of Nexia to vary its ownership of real estate property in response to changes in economic and other conditions is limited. If Nexia must sell an investment, there can be no assurance that Nexia will be able to dispose of it in the time period it desires or that the sales price of any investment will recoup the amount of Nexia's investment.

#### Property Taxes

Nexia's real property is subject to real property taxes. The real property taxes may increase or decrease as property tax rates change and as the property is assessed or reassessed by taxing authorities. If property taxes increase, Nexia's operations could be adversely affected.

### ITEM 3. CONTROLS AND PROCEDURES

Nexia's president acts both as the Company's chief executive officer and chief financial officer ("Certifying Officer") and is responsible for establishing and maintaining disclosure controls and procedures for Nexia. The Certifying Officer has concluded (based on his evaluation of these controls and procedures as of a date within 90 days of the filing of this report) that the design and operation of Nexia's disclosure controls and procedures (as defined in Rule 13a-15) under the Securities Exchange Act of 1934) are effective and adequate.

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There were no significant changes made in Nexia's internal controls or in other factors that could significantly affect Nexia's controls subsequent to the date of the evaluation, including any corrective actions with regard to slight deficiencies and material weaknesses. Due to the Certifying Officer's dual role as chief executive officer and chief financial officer, Nexia has no segregation of duties related to internal controls.

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### PART II-OTHER INFORMATION

#### ITEM 1. LEGAL PROCEEDINGS

Since the filing of Nexia's 10-KSB for the period ended December 31, 2003 no material changes have occurred to the legal proceedings reported therein, except as noted below. For more information please see Nexia's Form 10-KSB for the year ended December 31, 2003, filed May 19, 2004.

#### ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS

None.

#### ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

#### ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None

#### ITEM 5. OTHER INFORMATION

On April 8, 2004, the Company's board of directors authorized the issuance of 33,000,000 shares of the Company's common stock to 4 employees (Frank Adams, Michael Golightly, Sandra Jorgensen and Brittany Stevens) of the Company for services rendered to the Company, the shares were authorized pursuant to the S-8 Registration Statement of the Company. Accounting, legal, filing, secretarial, amounts payable and receivable, and other services were provided by these individuals

On April 8, 2004, the Company's board of directors authorized the issuance of 5,000,000 shares of the Company's common stock to Ronald Friedman for services rendered to the Company and as additional compensation for assisting with financing for the Company, the shares were issued with a restrictive legend and issued pursuant to Section 4(2) of the Securities Act of 1933 in a private transaction.

On May 18, 2004, the Company's board of directors approved an agreement to grant to Felix Correa options to purchase 40,000,000 shares of the Company's common stock at an option price equal to 75% of the market price at the time of exercise. The agreement provided that 20,000,000 of the options vested immediately and remaining options will vest at the rate of 10,000,000 per month. Mr. Correa has agreed to provide services related to the improvement and maintenance of the Glendale Shopping Center a real estate investment held by West Jordan Real Estate Holdings, Inc. a subsidiary of the Company.

On May 19, 2004, the Company's board of directors approved an agreement to grant to Tim Hall option to purchase 40,000,000 shares of the Company's common stock at an option price equal to 75% of the market price at the time of exercise. The agreement provided that 20,000,000 of the options vested immediately and the

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remaining options will vest at the rate of 10,000,000 per month. Mr. Hall has agreed to provide services related to improvements of the Wallace Bennett Building, a real estate investment held by Wasatch Capital Corporation, a subsidiary of the Company.

On May 21, 2004 the Company, as authorized by the board of directors, filed an amendment to its S-8 Registration Statement increasing the number of shares registered by 500,000,000. The total number of shares then registered pursuant to the S-8 Registration Statement and the 2004 Benefit Plan of the Company was 650,000,000.

On June 18, 2004, the Company authorized the issuance of 25,000,000 shares of its common stock, registered under the Company's S-8 Registration Statement to Francis Zubrowski as compensation for services provided to the Company by Mr. Zubrowski.

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On June 18, 2004, the Company authorized the issuance of 12,000,000 shares of its common stock, registered under the Company's S-8 Registration Statement to Felix Correa as compensation for services provided to improve the Glendale Shopping Plaza property by Mr. Correa.

On June 18, 2004, the Company authorized the issuance of 25,000,000 shares of its common stock, registered under the Company's S-8 Registration Statement to Tim Hall, as compensation for services provided to improve the Wallace-Bennett Buildings property by Mr. Hall.

On June 21, 2004, the Company authorized the issuance of 8,000,000 shares of its common stock to Ernie Burch and 2,500,000 shares to Jose R. Prado, the shares were registered under the Company's S-8 Registration Statement and were issued for services provided by Mr. Prado and Mr. Burch related to the management and maintenance of the Company's real estate properties.

On June 21, 2004, the Company authorized the issuance of 20,000,000 shares of its common stock pursuant to the exercise of an option granted to Brent Sorensen, the shares were registered under the Company's S-8 Registration Statement and were issued as compensation for Mr. Sorensen's services related to maintenance and improvement to the Company's computers and network operations.

On June 21, 2004, the Company authorized the issuance of 4,747,500 shares of its common stock to Brent Sorensen, the shares were registered under the Company's S-8 Registration Statement and were issued as compensation for Mr. Sorensen's services related to the maintenance and improvement of the Company's computers and network operations.

On June 21, 2004, the Company authorized the issuance of 60,000,000 shares of its common stock pursuant to the exercise of an option granted to Hamlin K. Elrod, the shares were registered under the Company's S-8 Registration Statement and were issued as compensation for Mr. Hamlin's services provided to the Company related to finding new clients.

On June 22, 2004, the Company authorized the issuance of 20,000,000 shares of its common stock to Ernie Burch and 20,000,000 shares to Jose R. Prado, pursuant to the exercise of stock option held by each, the shares were registered under the Company's S-8 Registration Statement.

On June 22, 2004, the Company authorized the issuance of 20,000,000 shares of its common stock to Guy Cook, pursuant to the exercise of his stock options, the shares were registered under the Company's S-8 Registration Statement.

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On June 30, 2004, the Company authorized the issuance of the following shares pursuant to the exercise of options granted to the named individuals: 38,000,000 shares to Kenneth Huber, 15,000,000 shares to Michael Golightly, 10,000,000 shares to Sandra Jorgensen, and 38,000,000 shares to Elias Roussos. The shares were registered under the Company's S-8 Registration Statement.

### Subsequent Events

On July 1, 2004, the Company authorized the issuance of 38,000,000 shares of its common stock to Francis Zubrowski, pursuant to the exercise of his stock options, the shares were registered under the Company's S-8 Registration Statement.

On July 1, 2004, the Company authorized the issuance of 38,000,000 shares of its common stock to Tim Hall, pursuant to the exercise of his stock options, the shares were registered under the Company's S-8 Registration Statement.

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On July 19, 2004, the Company authorized the issuance of the following shares pursuant to the exercise of options granted to the named individuals: 10,000,000 shares to Felix Correa, 10,000,000 shares to Tim Hall, 10,000,000 shares to Guy Cook, and 20,000,000 shares to Ernie Burch. The shares were registered under the Company's S-8 Registration Statement.

On July 22, 2004, the Company, as directed and authorized by the board of directors, filed an amendment to its S-8 Registration Statement and 2004 Benefit Plan, increasing the number of shares registered by 1,000,000,000. The total number of shares now registered pursuant to the S-8 Registration Statement and the 2004 Benefit Plan of the Company is 1,650,000,000.

On July 27, 2004, the Company authorized the issuance of the following shares pursuant to the exercise of options granted to the named individuals: 50,000,000 shares to Alex Bustos, 18,000,000 shares to Elias Roussos, 15,000,000 shares to Michael Golightly, 10,000,000 shares to Sandra Jorgensen, 50,000,000 shares to Tim Hall, 20,000,000 shares to Brent Sorensen, and 50,000,000 shares to Carl Spencer. The shares were registered under the Company's S-8 Registration Statement.

On July 27, 2004, the Company authorized the issuance of 75,000,000 shares to Tim Hall, 6,750,000 shares to Donald Decker and 10,500,000 shares to Carl Spencer of shares registered under the Company's S-8 Registration Statement.

On August 5, 2004, the Company authorized the issuance of 40,000,000 shares to Guy Cook, 40,000,000 shares to Ernie Burch, 40,000,000 share to Michael Golightly, 70,000,000 to Jose R. Prado, 30,000,000 shares to A. Franklin Adams, 30,000,000 shares to Alex Bustos and 90,000,000 shares to Francis Zubrowski. All of these shares were registered under the Company's S-8 Registration Statement.

### ITEM 6. EXHIBITS

- (a) Exhibits Exhibits required to be attached by Item 601 of Regulation S-B are listed in the Index to Exhibits on page 9 of this Form 10-QSB, and are incorporated herein by this reference.
- (b) Reports on Form 8-K During the period covered by this report, Nexia did not file a Form 8-K report.

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None

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## SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, this day of August 2004.

Nexia Holdings, Inc.

/s/ Richard Surber

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Richard Surber, President and Director

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## INDEX TO EXHIBITS

EXHIBIT NO.	PAGE NO.	DESCRIPTION
3(i)	*	Articles of Incorporation of Nexia (incorporated herein by reference from Exhibit No. 3(i) to Nexia's Form S-18 as filed with the Securities and Exchange Commission on September 16, 1988).
3(ii)	*	Bylaws of Nexia, as amended (incorporated herein by reference from Exhibit 3(ii) of Nexia's Form S-18 as filed with the Securities and Exchange Commission on September 16, 1988).
3(iii)	*	Articles of Incorporation of Nexia (incorporated herein by reference from Appendix B of Nexia's Form 14-A as filed with the Securities and Exchange Commission on August 17, 2000 .)
4(a)	*	Form of certificate evidencing shares of "Common Stock" in Nexia (incorporated from Exhibit 4(a) to Nexia's Form S-18 as filed with the Securities and Exchange Commission on September 16, 1988 ).
Material Contracts		
10(i)	*	May 17, 2004 Contractor Agreement between the Company and Hallmark Construction for the amount of \$189,194.63 for construction services at the Wallace-Bennett building. (Incorporated by reference from the 10-QSB for March 31, 2004)

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10(ii) \* May 19, 2004 Contractor Agreement between West Jordan Real Estate Holdings, Inc. and Felix Correa to refurbish two rental spaces located in the Glendale Shopping Plaza, total cost of \$17,000.

14.1 \* Draft of Code of Ethics for Nexia Holdings, Inc. (incorporated herein by reference from the December 31, 2003 10-KSB).

Certifications

31(i) 14 CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002.

32(i) 15 CERTIFICATION PURSUANT TO 18 U.S.C.ss.1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002.

Other

99(i) \* May 19, 2004 Stock Option Agreement between the Company and Felix Correa granting 40,000,000 options with a floating option price set at 75% of the market price at the time of exercise, 20,000,000 options vest upon signing and 10,000,000 per month thereafter. (Incorporated by reference from the 10-QSB for March 31, 2004 as Exhibit )

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99(ii) \* May 19, 2004 Stock Option Agreement between the Company and Tim Hall granting 40,000,000 options with a floating option price set at 75% of the market price at the time of exercise, 20,000,000 options vest upon signing and 10,000,000 per month thereafter. (Incorporated by reference from the 10-QSB for March 31, 2004 as Exhibit )

99(iii) 17 June 21, 2004, Stock Option Agreement between the Company and Guy Cook granting 130,000,000 options with a floating option price set at 75% of the market price at the time of exercise, 20,000,000 options vest upon signing and 10,000,000 options vest per month thereafter.

99(iv) 19 June 21, 2004, Stock Option Agreement between the Company and Jose R. Prado granting 80,000,000 options with a floating option price set at 75% of the market price at the time of exercise, 20,000,000 options vest upon signing and 20,000,00 options vest each month thereafter.

99(v) 21 June 21, 2004, Stock Option Agreement between the Company and Hamlin K. Elrod



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granting 60,000,000 options with a floating option price set at 75% of the market price at the time of exercise, all options vested upon signing.

99(vi)	23	June 22, 2004, Employment Contract between Hudson Consulting, Inc. and Guy Cook to provide accounting services, preparation of financial documents and other related duties, providing for base compensation of \$28.00 per hour.
99(vii)	27	June 29, 2004 Employment Contract between Hudson Consulting Group, Inc. and Alex Bustos, an attorney, providing for base compensation of \$21.00 per hour.
99(vii)	31	June 29, 2004 Employment Contract between Hudson Consulting Group, Inc. and Michael Golightly, an attorney, providing for base compensation of \$25.00 per hour and allowing for incentive bonus at a rate of up to \$10.00 per hour.
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99(iv)	35	June 29, 2004 Employment Contract between Hudson Consulting Group, Inc. and Sandra Jorgensen to provide accounts payable and receivable services, invoicing and office manager functions, providing for base compensation of \$18.27 per hour and allowing for incentive bonus at a rate of up to \$10.60 per hour.
99(v)	39	June 29, 2004 Employment Contract between Hudson Consulting Group, Inc. and Jose R. Prado to provide maintenance and janitorial services, providing for base compensation of \$12.00 per hour and allowing for incentive bonus at a rate of up to \$3.00 per hour.
99(vi)	43	June 29, 2004 Employment Contract between Hudson Consulting Group, Inc. and Brittany Stevens as a para-legal and administrative assistant, providing for base compensation of \$10.00 per hour and allowing for incentive bonus at a rate of up to \$3.00 per hour.
99(vii)	47	June 30, 2004, Stock Option Agreement between the Company and Elias Roussos granting 75,000,000 options with a floating option price set at 75% of the market price at the time of exercise, 38,000,000 options vest upon signing and 18,500,000 options vest each month thereafter.
99(viii)	49	June 30, 2004, Stock Option Agreement between the Company and Michael Golightly granting 180,000,000 options with a floating

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option price set at 75% of the market price at the time of exercise, 15,000,000 options vest upon signing and 15,000,000 options vest per month thereafter.

99(ix)                      51                      June 30, 2004, Stock Option Agreement between the Company and Sandra Jorgensen granting 120,000,000 options with a floating option price set at 75% of the market price at the time of exercise, 10,000,000 options vest upon signing and 10,000,000 options vest per month thereafter.

\* Previously filed as indicated and incorporated herein by reference from the referenced filings previously made by Nexia.

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Exhibit 31(i)

I, Richard Surber, certify that:

1. I have reviewed this quarterly Report on Form 10-QSB for Nexia Holdings, Inc.

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-15(e)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

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(a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 23, 2004

/s/ Richard Surber

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Richard Surber the President, CEO & CFO  
of Nexia Holdings, Inc.

Exhibit 32(i)

CERTIFICATION

I, Richard Surber, Chief Executive and Financial Officer of Nexia Holdings, Inc. (the "Registrant"), do hereby certify, pursuant to 18 U.S.C.ss. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, based on my knowledge:

- (1) the Quarterly Report of Form 10-QSB of the Registrant, to which this certification is attached as an exhibit (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Registrant.

/s/ Richard Surber

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Richard Surber  
Chief Executive and Financial Officer  
August 23, 2004

Exhibit 99(iii)

STOCK OPTION AGREEMENT

This Stock Option Agreement ("Stock Option Agreement") is granted effective this 21st day of June 2004 by Nexia Holdings, Inc. (the "Company") to Guy Cook, an accountant of the Company ("Optionee") and a Utah resident.

PREMISES

- A. The Company has received valuable services from Optionee in the past,

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desires to retain his services for the future and desires to compensate and provide an incentive to the Optionee by issuing Optionee an option (the "Option") to purchase a total of One Hundred Thirty Million (130,000,000), shares of the Company's common stock, par value \$0.001, the options will have a floating option price set at 75% of the market price at the time of exercise, the options and shares issued subject to the options shall be issued pursuant to a registration statement on Form S-8 under the Securities Act of 1933 as amended ("Form S-8").

### GRANT

1. Grant of Options. The Company hereby grants Optionee the right and option ("Option") to purchase the above described One Hundred Thirty Million (130,000,000) shares of Common Stock, on the terms and conditions set forth herein and subject to the provisions of the Form S-8 registration statement in exchange for services provided by Employee to the Company, 20,000,000 options shall vest immediately upon the exercise hereof and thereafter 10,000,000 additional options shall vest on the 21st of each following month until all option rights have vested in the Optionee, however Optionee shall not be allowed to exercise any option rights that would result in Optionee holding more than 4.9% of the total issued and outstanding shares of the Company.
2. Term of Option. This Option may be exercised, in whole or in part, at any time but before one (1) year has elapsed from the date of this Option. All rights to exercise this option end with the termination of employment with the Company, for any reason and by any party.
3. Method of Exercising. This Option may be exercised in accordance with all the terms and conditions set forth in this Option and the Stock Option Plan, by delivery of a notice of exercise a form of which is attached hereto as Exhibit "A" and incorporated herein by this reference, setting forth the number of Options along with a signed letter of instruction to the stock broker Optionee will employ in selling the shares indicating that the specified exercise price shall be paid within 10 days of the sale or as otherwise specified at the time of exercise.
4. Optionee Not an Affiliate. Optionee hereby represents, warrants and covenants that he is not an affiliate of the Company as that term is defined in Rule 144(a)(1) under the Securities Act of 1933.
5. Availability of Shares. During the term of this Option, the Company shall reserve for issuance the number of shares of Common Stock required to satisfy this Option.
6. Adjustments to Number of Shares. The number of shares of Common Stock subject to this Option shall be adjusted to take into account any stock splits, stock dividends, recapitalization of the Common Stock as provided in the Stock Option Plan.
7. Limitation on Exercise. If the board of directors of the Company, in its sole discretion, shall determine that it is necessary or desirable to list, register, or qualify the Common Stock under any state or federal law, this Option may not be exercised, in whole or part, until such listing,

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registration, or qualification shall have been obtained free of any conditions not acceptable to the board of directors.

- 8. Restrictions on Transfer. The Option has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities statutes. The shares of Common Stock issuable on exercise of the Option will be qualified for registration under a Form S-8 Registration Statement filed with the Securities and Exchange Commission.
- 9. Record Owner. The Company may deem the Optionee as the absolute owner of this Option for all purposes. This Option is exercisable only by the Optionee, or by the Optionee's duly designated appointed representative. This Option is not assignable.
- 10. Shareholder's Rights. The Optionee shall have shareholder rights with respect to the Option shares only when Optionee has exercised this Option to purchase those shares and provided the Company with the letter of instruction specified in Section 4 of this Option.
- 11. Validity and Construction. The validity and construction of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the below signatures evidence the execution of this Option by the parties on the date first appearing herein.

OPTIONEE

Nexia Holdings, Inc.

/s/ Guy Cook

/s/ Richard Surber

-----  
Guy Cook, Optionee

-----  
Richard Surber, President

Exhibit 99(iv)

STOCK OPTION AGREEMENT

This Stock Option Agreement ("Stock Option Agreement") is granted effective this 21st day of June 2004 by Nexia Holdings, Inc. (the "Company") to Jose R. Prado, an employee of the Company ("Optionee") and a Utah resident.

PREMISES

- A. The Company has received valuable services from Optionee in the past, desires to retain his services for the future and desires to compensate and provide an incentive to the Optionee by issuing Optionee an option (the "Option") to purchase a total of Eighty Million (80,000,000), shares of the Company's common stock, par value \$0.001, the options will have a floating option price set at 75% of the market price at the time of exercise, the options and shares issued subject to the options shall be issued pursuant to a registration statement on Form S-8 under the Securities Act of 1933 as amended ("Form S-8").

GRANT

- 1. Grant of Options. The Company hereby grants Optionee the right and option ("Option") to purchase the above described Eight Million (80,000,000) shares of Common Stock, on the terms and

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conditions set forth herein and subject to the provisions of the Form S-8 registration statement in exchange for services provided by Employee to the Company, 20,000,000 options shall vest immediately upon the exercise hereof and thereafter 20,000,000 additional options shall vest on the 5th of each following month until all option rights have vested in the Optionee, however Optionee shall not be allowed to exercise any option rights that would result in Optionee holding more than 4.9% of the total issued and outstanding shares of the Company.

2. Term of Option. This Option may be exercised, in whole or in part, at any time but before eight (8) months has elapsed from the date of this Option. All rights to exercise this option end with the termination of employment with the Company, for any reason and by any party.
3. Method of Exercising. This Option may be exercised in accordance with all the terms and conditions set forth in this Option and the Stock Option Plan, by delivery of a notice of exercise a form of which is attached hereto as Exhibit "A" and incorporated herein by this reference, setting forth the number of Options along with a signed letter of instruction to the stock broker Optionee will employ in selling the shares indicating that the specified exercise price shall be paid within 10 days of the sale or as otherwise specified at the time of exercise.
4. Optionee Not an Affiliate. Optionee hereby represents, warrants and covenants that he is not an affiliate of the Company as that term is defined in Rule 144(a)(1) under the Securities Act of 1933.
5. Availability of Shares. During the term of this Option, the Company shall reserve for issuance the number of shares of Common Stock required to satisfy this Option.
6. Adjustments to Number of Shares. The number of shares of Common Stock subject to this Option shall be adjusted to take into account any stock splits, stock dividends, recapitalization of the Common Stock as provided in the Stock Option Plan.
7. Limitation on Exercise. If the board of directors of the Company, in its sole discretion, shall determine that it is necessary or desirable to list, register, or qualify the Common Stock under any state or federal law, this Option may not be exercised, in whole or part, until such listing, registration, or qualification shall have been obtained free of any conditions not acceptable to the board of directors.
8. Restrictions on Transfer. The Option has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities statutes. The shares of Common Stock issuable on exercise of the Option will be qualified for registration under a Form S-8 Registration Statement filed with the Securities and Exchange Commission.
9. Record Owner. The Company may deem the Optionee as the absolute owner of this Option for all purposes. This Option is exercisable only by the Optionee, or by the Optionee's duly designated appointed representative. This Option is not

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assignable.

- 10. Shareholder's Rights. The Optionee shall have shareholder rights with respect to the Option shares only when Optionee has exercised this Option to purchase those shares and provided the Company with the letter of instruction specified in Section 4 of this Option.
- 11. Validity and Construction. The validity and construction of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the below signatures evidence the execution of this Option by the parties on the date first appearing herein.

OPTIONEE

Nexia Holdings, Inc.

/s/ Jose R. Prado

/s/ Richard Surber

-----  
Jose R. Prado, Optionee

-----  
Richard Surber, President

Exhibit 99(v)

STOCK OPTION AGREEMENT

This Stock Option Agreement ("Stock Option Agreement") is granted effective this 21st day of June 2004 by Nexia Holdings, Inc. (the "Company") to Hamlin K. Elrod, an individual providing services to the Company ("Optionee") and a Utah resident.

PREMISES

D. The Company has received valuable services from Optionee in the past and desires to compensate Optionee for these services by issuing Optionee an option (the "Option") to purchase a total of Sixty Million (60,000,000), shares of the Company's common stock, par value \$0.001, the options will have a floating option price set at 75% of the market price at the time of exercise, the options and shares issued subject to the options shall be issued pursuant to a registration statement on Form S-8 under the Securities Act of 1933 as amended ("Form S-8").

GRANT

- 1. Grant of Options. The Company hereby grants Optionee the right and option ("Option") to purchase the above described Sixty Million (60,000,000) shares of Common Stock, on the terms and conditions set forth herein and subject to the provisions of the Form S-8 registration statement in exchange for services provided by Optionee to the Company, all of the options shall vest immediately upon the execution hereof, however Optionee shall not be allowed to exercise any option rights that would result in Optionee holding more than 4.9% of the total issued and outstanding shares of the Company.
- 2. Term of Option. This Option may be exercised, in whole or in part, at any time but before one (1) Year has elapsed from the date of this Option, except as limited above by vesting rights. All rights to exercise this option end with the termination of services with the Company, for any reason and by any party.

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3. Method of Exercising. This Option may be exercised in accordance with all the terms and conditions set forth in this Option, by delivery of a notice of exercise a form of which is attached hereto as Exhibit "A" and incorporated herein by this reference, setting forth the number of Options along with a signed letter of instruction to the stock broker Optionee will employ in selling the shares indicating that the specified exercise price shall be paid within 10 days of the sale or as otherwise specified at the time of exercise.
4. Optionee Not an Affiliate. Optionee hereby represents, warrants and covenants that he is not an affiliate of the Company as that term is defined in Rule 144(a)(1) under the Securities Act of 1933.
5. Availability of Shares. During the term of this Option, the Company shall reserve for issuance the number of shares of Common Stock required to satisfy this Option.
6. Adjustments to Number of Shares. The number of shares of Common Stock subject to this Option shall be adjusted to take into account any stock splits, stock dividends, recapitalization of the Common Stock as provided in the Stock Option Plan.
7. Limitation on Exercise. If the board of directors of the Company, in its sole discretion, shall determine that it is necessary or desirable to list, register, or qualify the Common Stock under any state or federal law, this Option may not be exercised, in whole or part, until such listing, registration, or qualification shall have been obtained free of any conditions not acceptable to the board of directors.
8. Restrictions on Transfer. The Option has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities statutes. The shares of Common Stock issuable on exercise of the Option will be qualified for registration under a Form S-8 Registration Statement filed with the Securities and Exchange Commission.
9. Record Owner. The Company may deem the Optionee as the absolute owner of this Option for all purposes. This Option is exercisable only by the Optionee, or by the Optionee's duly designated appointed representative. This Option is not assignable.
10. Shareholder's Rights. The Optionee shall have shareholder rights with respect to the Option shares only when Optionee has exercised this Option to purchase those shares and provided the Company with the letter of instruction specified in Section 4 of this Option.
11. Validity and Construction. The validity and construction of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the below signatures evidence the execution of this Option by the parties on the date first appearing herein.

OPTIONEE

Nexia Holdings, Inc.



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/s/ Hamlin K. Elrod

/s/ Richard Surber

-----  
Hamlin K. Elrod, Optionee

-----  
Richard Surber, President

Exhibit 99(vi)

Employment Agreement

AGREEMENT made this 22nd day of June 2004, between Hudson Consulting Group, Inc., a Nevada corporation whose corporate headquarters are located at 268 West 400 South, Suite 300, Salt Lake City, Utah 84101 (herein after referred to as "Company"), and Guy Cook, an individual whose address is (hereinafter referred to as "Employee ").

Employee has been, and desires to continue to be, employed by Company and Company desires to employ Employee in a capacity in which Employee would provide accounting services, consulting, advise and preparation of financial documents, including the review of documents for clients of the Company and for the Company and its related entities. Now, therefore, it is agreed:

1. Definitions: As used in this Agreement:

(a) "Company" means Hudson Consulting Group, Inc., its successors and assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling, or under common control with it.

(b) "Confidential Information" means any and all information disclosed or made available to Employee or known by Employee as a direct or indirect consequence of or through his employment by Company and not generally known in the industry in which Company is or may become engaged, or any information related to Company's products, processes, or services, including, but not limited to, information relating to research, development, Plans and Inventions (as defined below), manufacture, purchasing, accounting, engineering, marketing, merchandising, or selling.

(c) "Plans and Inventions" means discoveries, concepts, and ideas, whether patentable or not, relating to any present or prospective activities of Company, including, but not limited to, processes, methods, formulae, techniques, devices, and any improvements to the foregoing.

(d) "Company Monthly Base Pay" means Employee's last monthly remuneration, prior to termination of his employment with Company, before federal, state, and local taxes and other withholding, but exclusive of extra compensation, such as that attributable to bonuses, overtime, or employee retirement or pension benefits.

(e) "Conflicting Organization" means any person or organization engaged, directly or indirectly, in the research, development, production, marketing or selling of a Conflicting Product.

(f) "Conflicting Product" means any product, process, or service of any person or organization, other than Company, in existence or under development, which resembles, competes with or is marketed or offered for sale or lease to the same or similar potential customers as a product, process, or service which is the subject of research, development, production, marketing or selling activities of Company.

2. Duties: The Employee shall be employed by Company and shall faithfully and to the best of his ability perform such duties and render such services as may be directed by Company, including, but not limited to, the following: accounting

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services, to consulting, review, advise and consult regarding the preparation of financial documents, including the review of financial and audit documents for clients of the Company and for the Company and its related entities.

3. Compensation, Term, and Termination: As compensation for his services, Employee shall receive the following compensation:

A base salary of Twenty Eight dollars per hour (\$28 per hour), to be paid on a bi-weekly basis, calculated on a total of 26 payments per annum, with an incentive bonus of up to Seven dollars per hour (\$7 per hour) to be granted at the sole discretion of the President of the Company.

Payment of base salary may be in the form of cash payments, stock awards of unrestricted stock or stock options or in other forms as agreed upon by the parties.

The Employee shall be entitled to yearly vacation/personal time as set forth in the Employee handbook for the Company.

Reimbursement for all Company approved expenses, if submitted to the Company within 45-days of incurring the expense.

This employment agreement shall continue for two (2) years from the effective date of this agreement. The effective date of this agreement shall be June 10, 2004.

At all times, this employment contract is subject to the right of either party to terminate the employment on two weeks notice. Company shall have the right to terminate such employment at any time in the event of default or nonperformance by Employee of any of the provisions of this Agreement. In the event of notice given by either party, Employee shall continue to work for Company for the full notice period, if so requested by Company. Company reserves the right at any time, with or without cause, to pay to Employee his full salary for any required notice period and to terminate his employment immediately or at any time during such notice period. If at the time of termination Employee is in receipt of pre-paid compensation that exceeds any obligation of the Company to Employee that sum shall be returned to the Company by the Employee. 4. Benefits, Bonuses and Expenses: (1) Company may provide for Employee benefits as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Such benefits shall be provided to Employee in such a manner as shall be determined by the Board of Directors. (2) Company may pay to Employee bonuses as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Employee acknowledges that Company makes no assurance that a bonus, if any, will be awarded to Employee for any services performed during any term of this employment contract.

5. Disclosure of Confidential Information: (a) Confidentiality. Except as required in the performance of his duties to Company, Employee shall treat as confidential and shall not, directly or indirectly, use, disseminate, disclose, publish, or otherwise make available any Confidential Information or any portion thereof. (b) Return of confidential information. Upon termination of his employment with Company, all documents, records, notebooks, and similar repositories containing Confidential Information, including copies thereof, then in Employee's possession, whether prepared by him or others, shall be promptly returned to Company. If at any time after the termination of employment Employee determines that he has any Confidential Information in his possession or control, he shall immediately return to Company all such Confidential Information, including all copies and portions thereof. (c) Waiver. Unless expressly set forth in detail in Exhibit A, Employee waives any and all rights to claim that any discoveries, concepts, ideas, structures, processes, methods,

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formulae, or techniques have been made, acquired, conceived, or reduced to practice prior to his employment by Company and not subject to the terms and conditions of this Agreement.

(d) Assistance with litigation. Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party after employment has terminated.

6. Binding Effect: This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

7. Enforcement: The formation, effect, performance and construction of this Agreement shall be governed by the laws of the State of Utah of the United States of America.

8. Entire Agreement and Waiver of Prior Rights: This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written, including, but not limited to, any prior agreement for compensation, in which compensation has not been paid. By executing this agreement, Employee acknowledges that he is waiving all rights granted by prior agreements. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the duly authorized representative against whom such modification or waiver is sought to be enforced.

9. Other Rights: Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

10. Acceptance: Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement. In witness whereof, the parties have executed this Agreement on the day and year first above written.

Employee: Guy Cook

Company: Hudson Consulting Group, Inc.

/s/ Guy Cook

By: /s/ Richard Surber

-----  
Guy Cook, Individual

-----  
Richard Surber, President

Exhibit 99(vii)

Employment Agreement

AGREEMENT made this 29th day of June 2004, between Hudson Consulting Group, Inc., a Nevada corporation whose corporate headquarters are located at 268 West 400 South, Suite 300, Salt Lake City, Utah 84101 (herein after referred to as "Company"), and Alex Bustos, an individual whose address is Salt Lake City, Utah (hereinafter referred to as "Employee").

Employee has been, and desires to continue to be, employed by Company and Company desires to employ Employee in a capacity in which Employee would provide

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legal services for clients of the Company and for the Company and its related entities. Now, therefore, it is agreed: 1. Definitions: As used in this Agreement:

(a) "Company" means Hudson Consulting Group, Inc., its successors and assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling, or under common control with it.

(b) "Confidential Information" means any and all information disclosed or made available to Employee or known by Employee as a direct or indirect consequence of or through his employment by Company and not generally known in the industry in which Company is or may become engaged, or any information related to Company's products, processes, or services, including, but not limited to, information relating to research, development, Plans and Inventions (as defined below), manufacture, purchasing, accounting, engineering, marketing, merchandising, or selling.

(c) "Plans and Inventions" means discoveries, concepts, and ideas, whether patentable or not, relating to any present or prospective activities of Company, including, but not limited to, processes, methods, formulae, techniques, devices, and any improvements to the foregoing.

(d) "Company Monthly Base Pay" means Employee's last monthly remuneration, prior to termination of his employment with Company, before federal, state, and local taxes and other withholding, but exclusive of extra compensation, such as that attributable to bonuses, overtime, or employee retirement or pension benefits.

(e) "Conflicting Organization" means any person or organization engaged, directly or indirectly, in the research, development, production, marketing or selling of a Conflicting Product.

(f) "Conflicting Product" means any product, process, or service of any person or organization, other than Company, in existence or under development, which resembles, competes with or is marketed or offered for sale or lease to the same or similar potential customers as a product, process, or service which is the subject of research, development, production, marketing or selling activities of Company.

2. Duties: The Employee shall be employed by Company and shall faithfully and to the best of his ability perform such duties and render such services as may be directed by Company, including, but not limited to, the following: Legal counsel, securities law research, corporate filing construction, contract construction, litigation research, legal opinion, merger and acquisition diligence.

3. Compensation, Term, and Termination: As compensation for his services, Employee shall receive the following compensation:

A base salary of Twenty One dollars per hour (\$21.00 per hour), to be paid on a bi-weekly basis, calculated on a total of 26 payments per annum, with an incentive bonus up to Five dollars per hour (\$5.00) to be granted on the sole discretion of the President of the Company

Payment of base salary may be in the form of cash payments, stock awards of unrestricted stock or stock options or in other forms as agreed upon by the parties.

The Employee shall be entitled to yearly vacation/personal time as set forth in the Employee handbook for the Company.

Reimbursement for all Company approved expenses, if submitted to the Company

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within 45-days of incurring the expense.

This employment agreement shall continue for two (2) years from the effective date of this agreement. The effective date of this agreement shall be June 15, 2004.

At all times, this employment contract is subject to the right of either party to terminate the employment on two weeks notice. Company shall have the right to terminate such employment at any time in the event of default or nonperformance by Employee of any of the provisions of this Agreement. In the event of notice given by either party, Employee shall continue to work for Company for the full notice period, if so requested by Company. Company reserves the right at any time, with or without cause, to pay to Employee his full salary for any required notice period and to terminate his employment immediately or at any time during such notice period. If at the time of termination Employee is in receipt of pre-paid compensation that exceeds any obligation of the Company to Employee that sum shall be returned to the Company by the Employee.

4. Benefits, Bonuses and Expenses: (1) Company may provide for Employee benefits as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Such benefits shall be provided to Employee in such a manner as shall be determined by the Board of Directors. (2) Company may pay to Employee bonuses as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Employee acknowledges that Company makes no assurance that a bonus, if any, will be awarded to Employee for any services performed during any term of this employment contract.

### 5. Disclosure of Confidential Information:

(a) Confidentiality. Except as required in the performance of his duties to Company, Employee shall treat as confidential and shall not, directly or indirectly, use, disseminate, disclose, publish, or otherwise make available any Confidential Information or any portion thereof.

(b) Return of confidential information. Upon termination of his employment with Company, all documents, records, notebooks, and similar repositories containing Confidential Information, including copies thereof, then in Employee's possession, whether prepared by him or others, shall be promptly returned to Company. If at any time after the termination of employment Employee determines that he has any Confidential Information in his possession or control, he shall immediately return to Company all such Confidential Information, including all copies and portions thereof.

(c) Waiver. Unless expressly set forth in detail in Exhibit A, Employee waives any and all rights to claim that any discoveries, concepts, ideas, structures, processes, methods, formulae, or techniques have been made, acquired, conceived, or reduced to practice prior to his employment by Company and not subject to the terms and conditions of this Agreement.

(d) Assistance with litigation. Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party after employment has terminated.

6. Binding Effect: This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

7. Enforcement: The formation, effect, performance and construction of this Agreement shall be governed by the laws of the State of Utah of the United States of America.

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8. Entire Agreement and Waiver of Prior Rights: This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written, including, but not limited to, any prior agreement for compensation, in which compensation has not been paid. By executing this agreement, Employee acknowledges that he is waiving all rights granted by prior agreements. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the duly authorized representative against whom such modification or waiver is sought to be enforced.

9. Other Rights: Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

10. Acceptance: Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement. In witness whereof, the parties have executed this Agreement on the day and year first above written. Employee: Alex Bustos Company: Hudson Consulting Group, Inc.

/s/ Alex Bustos  
-----  
Alex Bustos, Individual

By: /s/ Richard Surber  
-----  
Richard Surber, President

Exhibit 99(viii)

Employment Agreement

AGREEMENT made this 29th day of June 2004, between Hudson Consulting Group, Inc., a Nevada corporation whose corporate headquarters are located at 268 West 400 South, Suite 300, Salt Lake City, Utah 84101 (herein after referred to as "Company"), and Michael Golightly, an individual whose address is North Salt Lake City, Utah (hereinafter referred to as "Employee").

Employee has been, and desires to continue to be, employed by Company and Company desires to employ Employee in a capacity in which Employee would provide legal consulting, advise and preparation of legal documents, including the review of non-legal documents for clients of the Company and for the Company and its related entities. Now, therefore, it is agreed:

1. Definitions: As used in this Agreement:

(a) "Company" means Hudson Consulting Group, Inc., its successors and assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling, or under common control with it.

(b) "Confidential Information" means any and all information disclosed or made available to Employee or known by Employee as a direct or indirect consequence of or through his employment by Company and not generally known in the industry in which Company is or may become engaged, or any information related to Company's products, processes, or services, including, but not limited to, information relating to research, development, Plans and Inventions (as defined below), manufacture, purchasing, accounting, engineering, marketing, merchandising, or selling.

(c) "Plans and Inventions" means discoveries, concepts, and ideas,

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whether patentable or not, relating to any present or prospective activities of Company, including, but not limited to, processes, methods, formulae, techniques, devices, and any improvements to the foregoing.

(d) "Company Monthly Base Pay" means Employee's last monthly remuneration, prior to termination of his employment with Company, before federal, state, and local taxes and other withholding, but exclusive of extra compensation, such as that attributable to bonuses, overtime, or employee retirement or pension benefits.

(e) "Conflicting Organization" means any person or organization engaged, directly or indirectly, in the research, development, production, marketing or selling of a Conflicting Product.

(f) "Conflicting Product" means any product, process, or service of any person or organization, other than Company, in existence or under development, which resembles, competes with or is marketed or offered for sale or lease to the same or similar potential customers as a product, process, or service which is the subject of research, development, production, marketing or selling activities of Company.

2. Duties: The Employee shall be employed by Company and shall faithfully and to the best of his ability perform such duties and render such services as may be directed by Company, including, but not limited to, the following: legal consulting, review, advise and consult regarding the preparation of legal documents, including the review of non-legal documents for clients of the Company and for the Company and its related entities.

3. Compensation, Term, and Termination: As compensation for his services, Employee shall receive the following compensation:

A base salary of Twenty Five dollars per hour (\$25.00 per hour), to be paid on a bi-weekly basis, calculated on a total of 26 payments per annum, with an incentive bonus up to Ten dollars per hour (\$10.00) to be granted on the sole discretion of the President of the Company

Payment of base salary may be in the form of cash payments, stock awards of unrestricted stock or stock options or in other forms as agreed upon by the parties.

The Employee shall be entitled to yearly vacation/personal time as set forth in the Employee handbook for the Company.

Reimbursement for all Company approved expenses, if submitted to the Company within 45-days of incurring the expense.

This employment agreement shall continue for two (2) years from the effective date of this agreement. The effective date of this agreement shall be January 1, 2004

At all times, this employment contract is subject to the right of either party to terminate the employment on two weeks notice. Company shall have the right to terminate such employment at any time in the event of default or nonperformance by Employee of any of the provisions of this Agreement. In the event of notice given by either party, Employee shall continue to work for Company for the full notice period, if so requested by Company. Company reserves the right at any time, with or without cause, to pay to Employee his full salary for any required notice period and to terminate his employment immediately or at any time during such notice period. . If at the time of termination Employee is in receipt of pre-paid compensation that exceeds any obligation of the Company to Employee

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that sum shall be returned to the Company by the Employee.

4. Benefits, Bonuses and Expenses: (1) Company may provide for Employee benefits as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Such benefits shall be provided to Employee in such a manner as shall be determined by the Board of Directors. (2) Company may pay to Employee bonuses as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Employee acknowledges that Company makes no assurance that a bonus, if any, will be awarded to Employee for any services performed during any term of this employment contract.

5. Disclosure of Confidential Information:

(a) Confidentiality. Except as required in the performance of his duties to Company, Employee shall treat as confidential and shall not, directly or indirectly, use, disseminate, disclose, publish, or otherwise make available any Confidential Information or any portion thereof.

(b) Return of confidential information. Upon termination of his employment with Company, all documents, records, notebooks, and similar repositories containing Confidential Information, including copies thereof, then in Employee's possession, whether prepared by him or others, shall be promptly returned to Company. If at any time after the termination of employment Employee determines that he has any Confidential Information in his possession or control, he shall immediately return to Company all such Confidential Information, including all copies and portions thereof.

(c) Waiver. Unless expressly set forth in detail in Exhibit A, Employee waives any and all rights to claim that any discoveries, concepts, ideas, structures, processes, methods, formulae, or techniques have been made, acquired, conceived, or reduced to practice prior to his employment by Company and not subject to the terms and conditions of this Agreement.

(d) Assistance with litigation. Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party after employment has terminated.

6. Binding Effect: This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

7. Enforcement: The formation, effect, performance and construction of this Agreement shall be governed by the laws of the State of Utah of the United States of America.

8. Entire Agreement and Waiver of Prior Rights: This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written, including, but not limited to, any prior agreement for compensation, in which compensation has not been paid. By executing this agreement, Employee acknowledges that he is waiving all rights granted by prior agreements. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the duly authorized representative against whom such modification or waiver is sought to be enforced.

9. Other Rights: Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to



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that party.

10. Acceptance: Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement. In witness whereof, the parties have executed this Agreement on the day and year first above written. Employee: Michael Golightly Company: Hudson Consulting Group, Inc.

/s/ Michael Golightly  
-----  
Michael Golightly, Individual

By: /s/ Richard Surber  
-----  
Richard Surber, President

Exhibit 99(ix)

Employment Agreement

AGREEMENT made this 29th day of June 2004, between Hudson Consulting Group, Inc., a Nevada corporation whose corporate headquarters are located at 268 West 400 South, Suite 300, Salt Lake City, Utah 84101 (herein after referred to as "Company"), and Sandra Jorgensen, an individual whose address is Salt Lake City, Utah (hereinafter referred to as "Employee").

Employee has been, and desires to continue to be, employed by Company and Company desires to employ Employee in a capacity in which Employee would provide accounts payable and accounts receivable services as well as administrative services for clients of the Company and for the Company and its related entities. Now, therefore, it is agreed:

1. Definitions: As used in this Agreement:

(a) "Company" means Hudson Consulting Group, Inc., its successors and assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling, or under common control with it.

(b) "Confidential Information" means any and all information disclosed or made available to Employee or known by Employee as a direct or indirect consequence of or through his employment by Company and not generally known in the industry in which Company is or may become engaged, or any information related to Company's products, processes, or services, including, but not limited to, information relating to research, development, Plans and Inventions (as defined below), manufacture, purchasing, accounting, engineering, marketing, merchandising, or selling.

(c) "Plans and Inventions" means discoveries, concepts, and ideas, whether patentable or not, relating to any present or prospective activities of Company, including, but not limited to, processes, methods, formulae, techniques, devices, and any improvements to the foregoing.

(d) "Company Monthly Base Pay" means Employee's last monthly remuneration, prior to termination of his employment with Company, before federal, state, and local taxes and other withholding, but exclusive of extra compensation, such as that attributable to bonuses, overtime, or employee retirement or pension benefits.

(e) "Conflicting Organization" means any person or organization engaged, directly or indirectly, in the research, development, production, marketing or selling of a Conflicting Product.

(f) "Conflicting Product" means any product, process, or service of any

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person or organization, other than Company, in existence or under development, which resembles, competes with or is marketed or offered for sale or lease to the same or similar potential customers as a product, process, or service which is the subject of research, development, production, marketing or selling activities of Company.

2. Duties: The Employee shall be employed by Company and shall faithfully and to the best of his ability perform such duties and render such services as may be directed by Company, including, but not limited to, the following:

Accounts Receivable: copy all deposits, record in accounting system and take deposits to bank; Account Payable: pay invoices, attach copy of check to paid invoices and file documents. Other duties include resolving any problems with invoices and vendors.

Open and sort mail, stamp and date invoices, invoice tenants for rental properties, pay mortgages, update property and expense balance sheets, and post rental income. Maintain Corporate and Option Book: Followup on resolutions and agreements. Administrative Duties as required including typing correspondence and corporate agreements.

3. Compensation, Term, and Termination: As compensation for his services, Employee shall receive the following compensation:

A base salary of Eighteen Dollars and 27cents per hour (\$18.27 per hour), to be paid on a bi-weekly basis, calculated on a total of 26 payments per annum, with an incentive bonus of up to Ten dollars and Sixty cents per hour (\$10.60) to be granted at the sole discretion of the President of the Company.

Payment of base salary may be in the form of cash payments, stock awards of unrestricted stock or stock options or in other forms as agreed upon by the parties.

The Employee shall be entitled to yearly vacation/personal time as set forth in the Employee handbook for the Company.

Reimbursement for all Company approved expenses, if submitted to the Company within 45-days of incurring the expense.

This employment agreement shall continue for two (2) years from the effective date of this agreement. The effective date of this agreement shall be January 1, 2004.

At all times, this employment contract is subject to the right of either party to terminate the employment on two weeks notice. Company shall have the right to terminate such employment at any time in the event of default or nonperformance by Employee of any of the provisions of this Agreement. In the event of notice given by either party, Employee shall continue to work for Company for the full notice period, if so requested by Company. Company reserves the right at any time, with or without cause, to pay to Employee his full salary for any required notice period and to terminate his employment immediately or at any time during such notice period. . If at the time of termination Employee is in receipt of pre-paid compensation that exceeds any obligation of the Company to Employee that sum shall be returned to the Company by the Employee.

4. Benefits, Bonuses and Expenses: (1) Company may provide for Employee benefits as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Such benefits shall be provided to Employee in such a manner as shall be determined by the Board of Directors. (2) Company may pay to Employee

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bonuses as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Employee acknowledges that Company makes no assurance that a bonus, if any, will be awarded to Employee for any services performed during any term of this employment contract.

### 5. Disclosure of Confidential Information:

(a) Confidentiality. Except as required in the performance of his duties to Company, Employee shall treat as confidential and shall not, directly or indirectly, use, disseminate, disclose, publish, or otherwise make available any Confidential Information or any portion thereof.

(b) Return of confidential information. Upon termination of his employment with Company, all documents, records, notebooks, and similar repositories containing Confidential Information, including copies thereof, then in Employee's possession, whether prepared by him or others, shall be promptly returned to Company. If at any time after the termination of employment Employee determines that he has any Confidential Information in his possession or control, he shall immediately return to Company all such Confidential Information, including all copies and portions thereof.

(c) Waiver. Unless expressly set forth in detail in Exhibit A, Employee waives any and all rights to claim that any discoveries, concepts, ideas, structures, processes, methods, formulae, or techniques have been made, acquired, conceived, or reduced to practice prior to his employment by Company and not subject to the terms and conditions of this Agreement.

(d) Assistance with litigation. Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party after employment has terminated.

6. Binding Effect: This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

7. Enforcement: The formation, effect, performance and construction of this Agreement shall be governed by the laws of the State of Utah of the United States of America.

8. Entire Agreement and Waiver of Prior Rights: This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written, including, but not limited to, any prior agreement for compensation, in which compensation has not been paid. By executing this agreement, Employee acknowledges that he is waiving all rights granted by prior agreements. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the duly authorized representative against whom such modification or waiver is sought to be enforced.

9. Other Rights: Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

10. Acceptance: Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement. In witness whereof, the parties have executed this Agreement on the day and year first above written. Employee: Sandra Jorgensen Company: Hudson

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Consulting Group, Inc.

By /s/ Sandra Jorgensen

-----  
Sandra Jorgensen, Individual

By: /s/ Richard Surber

-----  
Richard Surber, President

Exhibit 99(x)

Employment Agreement

AGREEMENT effective as of June 29th 2004, between Hudson Consulting Group, Inc., a Nevada corporation whose corporate headquarters are located at 268 West 400 South, Suite 300, Salt Lake City, Utah 84101 (herein after referred to as "Company"), and Jose Raphael Prado, an individual whose address is 1232 West 500 South Salt Lake City, UT 84104 (hereinafter referred to as "Employee").

Employee has been, and desires to continue to be, employed by Company and Company desires to employ Employee in a capacity in which Employee would provide Janitorial and Maintenance Services for clients of the Company and for the Company and its related entities. Now, therefore, it is agreed:

1. Definitions: As used in this Agreement:

(a) "Company" means Hudson Consulting Group, Inc., its successors and assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling, or under common control with it.

(b) "Confidential Information" means any and all information disclosed or made available to Employee or known by Employee as a direct or indirect consequence of or through his employment by Company and not generally known in the industry in which Company is or may become engaged, or any information related to Company's products, processes, or services, including, but not limited to, information relating to research, development, Plans and Inventions (as defined below), manufacture, purchasing, accounting, engineering, marketing, merchandising, or selling.

(c) "Plans and Inventions" means discoveries, concepts, and ideas, whether patentable or not, relating to any present or prospective activities of Company, including, but not limited to, processes, methods, formulae, techniques, devices, and any improvements to the foregoing.

(d) "Company Monthly Base Pay" means Employee's last monthly remuneration, prior to termination of his employment with Company, before federal, state, and local taxes and other withholding, but exclusive of extra compensation, such as that attributable to bonuses, overtime, or employee retirement or pension benefits.

(e) "Conflicting Organization" means any person or organization engaged, directly or indirectly, in the research, development, production, marketing or selling of a Conflicting Product.

(f) "Conflicting Product" means any product, process, or service of any person or organization, other than Company, in existence or under development, which resembles, competes with or is marketed or offered for sale or lease to the same or similar potential customers as a product, process, or service which is the subject of research, development, production, marketing or selling activities of Company.

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2. Duties: The Employee shall be employed by Company and shall faithfully and to the best of his ability perform such duties and render such services as may be directed by Company, including, but not limited to, the following: Maintenance and Janitorial Services including cleaning and maintaining the interiors and exteriors of all the rental properties and other duties as assigned.

3. Compensation, Term, and Termination: As compensation for his services, Employee shall receive the following compensation:

A base salary of Twelve dollars per hour (\$12.00 per hour), to be paid on a bi-weekly basis, calculated on a total of 26 payments per annum, with an incentive bonus of up to Three dollars per hour (\$3.00) to be granted at the sole discretion of the President of the Company.

Payment of base salary may be in the form of cash payments, stock awards of unrestricted stock or stock options or in other forms as agreed upon by the parties.

The Employee shall be entitled to yearly vacation/personal time as set forth in the Employee handbook for the Company.

Reimbursement for all Company approved expenses, if submitted to the Company within 45-days of incurring the expense.

This employment agreement shall continue for two (2) years from the effective date of this agreement. The effective date of this agreement shall be January 1, 2004.

At all times, this employment contract is subject to the right of either party to terminate the employment on two weeks notice. Company shall have the right to terminate such employment at any time in the event of default or nonperformance by Employee of any of the provisions of this Agreement. In the event of notice given by either party, Employee shall continue to work for Company for the full notice period, if so requested by Company. Company reserves the right at any time, with or without cause, to pay to Employee his full salary for any required notice period and to terminate his employment immediately or at any time during such notice period. If at the time of termination Employee is in receipt of pre-paid compensation that exceeds any obligation of the Company to Employee that sum shall be returned to the Company by the Employee. If at the time of termination Employee is in receipt of pre-paid compensation that exceeds any obligation of the Company to Employee that sum shall be returned to the Company by the Employee.

4. Benefits, Bonuses and Expenses: (1) Company may provide for Employee benefits as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Such benefits shall be provided to Employee in such a manner as shall be determined by the Board of Directors. (2) Company may pay to Employee bonuses as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Employee acknowledges that Company makes no assurance that a bonus, if any, will be awarded to Employee for any services performed during any term of this employment contract.

5. Disclosure of Confidential Information:

(a) Confidentiality. Except as required in the performance of his duties to Company, Employee shall treat as confidential and shall not, directly or indirectly, use, disseminate, disclose, publish, or otherwise make available any Confidential Information or any portion thereof.

(b) Return of confidential information. Upon termination of his employment with Company, all documents, records, notebooks, and similar repositories containing Confidential Information, including copies thereof, then

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in Employee's possession, whether prepared by him or others, shall be promptly returned to Company. If at any time after the termination of employment Employee determines that he has any Confidential Information in his possession or control, he shall immediately return to Company all such Confidential Information, including all copies and portions thereof.

(c) Waiver. Unless expressly set forth in detail in Exhibit A, Employee waives any and all rights to claim that any discoveries, concepts, ideas, structures, processes, methods, formulae, or techniques have been made, acquired, conceived, or reduced to practice prior to his employment by Company and not subject to the terms and conditions of this Agreement.

(d) Assistance with litigation. Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party after employment has terminated.

6. Binding Effect: This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

7. Enforcement: The formation, effect, performance and construction of this Agreement shall be governed by the laws of the State of Utah of the United States of America.

8. Entire Agreement and Waiver of Prior Rights: This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written, including, but not limited to, any prior agreement for compensation, in which compensation has not been paid. By executing this agreement, Employee acknowledges that he is waiving all rights granted by prior agreements. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the duly authorized representative against whom such modification or waiver is sought to be enforced.

9. Other Rights: Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to that party.

10. Acceptance:

Each party hereby accepts the licenses and rights granted to it by a party under this Agreement subject to all of the terms and conditions of this Agreement. In witness whereof, the parties have executed this Agreement on the day and year first above written.

Employee: Jose Raphael Prado

Company: Hudson Consulting Group, Inc.

By /s/ Jose R. Prado

By: /s/ Richard Surber

-----  
Jose Raphael Prado, Individual

-----  
Richard Surber, President

Exhibit 99(xi)

Employment Agreement

AGREEMENT made this 29th day of June 2004, between Hudson Consulting Group, Inc., a Nevada corporation whose corporate headquarters are located at 268 West

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400 South, Suite 300, Salt Lake City, Utah 84101 (herein after referred to as "Company"), and Brittany K. Stevens, an individual whose address is Salt Lake City, UT (hereinafter referred to as "Employee").

Employee has been, and desires to continue to be, employed by Company and Company desires to employ Employee in a capacity in which Employee would provide to the Company, paralegal services, time and billing statements for clients and advisors, filing systems and maintenance for the Company and its clients and other duties as assigned by management of the Company and its related entities. Now, therefore, it is agreed:

### 1. Definitions: As used in this Agreement:

(a) "Company" means Hudson Consulting Group, Inc., its successors and assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling, or under common control with it.

(b) "Confidential Information" means any and all information disclosed or made available to Employee or known by Employee as a direct or indirect consequence of or through his employment by Company and not generally known in the industry in which Company is or may become engaged, or any information related to Company's products, processes, or services, including, but not limited to, information relating to research, development, Plans and Inventions (as defined below), manufacture, purchasing, accounting, engineering, marketing, merchandising, or selling.

(c) "Plans and Inventions" means discoveries, concepts, and ideas, whether patentable or not, relating to any present or prospective activities of Company, including, but not limited to, processes, methods, formulae, techniques, devices, and any improvements to the foregoing.

(d) "Company Monthly Base Pay" means Employee's last monthly remuneration, prior to termination of his employment with Company, before federal, state, and local taxes and other withholding, but exclusive of extra compensation, such as that attributable to bonuses, overtime, or employee retirement or pension benefits.

(e) "Conflicting Organization" means any person or organization engaged, directly or indirectly, in the research, development, production, marketing or selling of a Conflicting Product.

(f) "Conflicting Product" means any product, process, or service of any person or organization, other than Company, in existence or under development, which resembles, competes with or is marketed or offered for sale or lease to the same or similar potential customers as a product, process, or service which is the subject of research, development, production, marketing or selling activities of Company.

2. Duties: The Employee shall be employed by Company and shall faithfully and to the best of her ability perform such duties and render such services as may be directed by Company, including, but not limited to, the following: paralegal services, time and billing statements for clients and advisors, filing systems and maintenance for the Company and its clients and other duties as assigned by management of the Company and its related entities.

3. Compensation, Term, and Termination: As compensation for her services, Employee shall receive the following compensation:

A base compensation of Ten dollars per hour (\$10.00 per hour), to be paid on a bi-weekly basis, calculated on a total of 26 payments per annum, with a incentive bonus of up to Three dollars per hour (\$3.00) to be granted at the sole discretion of the President of the Company.

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Payment of base compensation may be in the form of cash payments, stock awards of unrestricted stock or stock options or in other forms as agreed upon by the parties.

The Employee shall be entitled to yearly vacation/personal time as set forth in the Employee handbook for the Company.

Reimbursement for all Company approved expenses, if submitted to the Company within 45-days of incurring the expense.

This employment agreement shall continue for one (1) year from the effective date of this agreement. The effective date of this agreement shall be March 25, 2004.

At all times, this employment contract, is subject to the right of either party to terminate the employment on two weeks notice. Company shall have the right to terminate such employment at any time in the event of default or nonperformance by Employee of any of the provisions of this Agreement. In the event of notice given by either party, Employee shall continue to work for Company for the full notice period, if so requested by Company. Company reserves the right at any time, with or without cause, to pay to Employee her full salary for any required notice period and to terminate her employment immediately or at any time during such notice period. If at the time of termination Employee is in receipt of pre-paid compensation that exceeds any obligation of the Company to Employee that sum shall be returned to the Company by the Employee.

4. Benefits, Bonuses and Expenses: (1) Company may provide for Employee benefits as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Such benefits shall be provided to Employee in such a manner as shall be determined by the Board of Directors. (2) Company may pay to Employee bonuses as it, in the sole discretion of Company's Board of Directors, shall deem appropriate. Employee acknowledges that Company makes no assurance that a bonus, if any, will be awarded to Employee for any services performed during any term of this employment contract.

#### 5. Disclosure of Confidential Information:

(a) Confidentiality. Except as required in the performance of her duties to Company, Employee shall treat as confidential and shall not, directly or indirectly, use, disseminate, disclose, publish, or otherwise make available any Confidential Information or any portion thereof.

(b) Return of confidential information. Upon termination of her employment with Company, all documents, records, notebooks, and similar repositories containing Confidential Information, including copies thereof, then in Employee's possession, whether prepared by her or others, shall be promptly returned to Company. If at any time after the termination of employment Employee determines that she has any Confidential Information in her possession or control, she shall immediately return to Company all such Confidential Information, including all copies and portions thereof.

(c) Waiver. Unless expressly set forth in detail in Exhibit A, Employee waives any and all rights to claim that any discoveries, concepts, ideas, structures, processes, methods, formulae, or techniques have been made, acquired, conceived, or reduced to practice prior to her employment by Company and not subject to the terms and conditions of this Agreement.

(d) Assistance with litigation. Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party after employment has terminated.





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("Form S-8").

### GRANT

1. Grant of Options. The Company hereby grants Optionee the right and option ("Option") to purchase the above described Seventy Five Million (75,000,000) shares of Common Stock, on the terms and conditions set forth herein and subject to the provisions of the Form S-8 registration statement in exchange for services provided by Optionee to the Company, 38,000,000 options shall vest immediately upon the execution hereof and thereafter 18,500,000 additional options shall vest on the 30th day of July 2004 and 18,500,000 additional options shall vest on the 30th day of August 2004 hereof, however Optionee shall not be allowed to exercise any option rights that would result in Optionee holding more than 4.9% of the total issued and outstanding shares of the Company.

2. Term of Option. This Option may be exercised, in whole or in part, at any time but before one (1) Year has elapsed from the date of this Option, except as limited above by vesting rights. All rights to exercise this option end with the termination of services with the Company, for any reason and by any party.

3. Method of Exercising. This Option may be exercised in accordance with all the terms and conditions set forth in this Option, by delivery of a notice of exercise a form of which is attached hereto as Exhibit "A" and incorporated herein by this reference, setting forth the number of Options along with a signed letter of instruction to the stock broker Optionee will employ in selling the shares indicating that the specified exercise price shall be paid within 10 days of the sale or as otherwise specified at the time of exercise.

4. Optionee Not an Affiliate. Optionee hereby represents, warrants and covenants that he is not an affiliate of the Company as that term is defined in Rule 144(a)(1) under the Securities Act of 1933.

5. Availability of Shares. During the term of this Option, the Company shall reserve for issuance the number of shares of Common Stock required to satisfy this Option.

6. Adjustments to Number of Shares. The number of shares of Common Stock subject to this Option shall be adjusted to take into account any stock splits, stock dividends, recapitalization of the Common Stock as provided in the Stock Option Plan.

7. Limitation on Exercise. If the board of directors of the Company, in its sole discretion, shall determine that it is necessary or desirable to list, register, or qualify the Common Stock under any state or federal law, this Option may not be exercised, in whole or part, until such listing, registration, or qualification shall have been obtained free of any conditions not acceptable to the board of directors.

8. Restrictions on Transfer. The Option has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities statutes. The shares of Common Stock issuable on exercise of the Option will be qualified for registration under a Form S-8 Registration Statement filed with the Securities and Exchange Commission.

9. Record Owner. The Company may deem the Optionee as the absolute owner of this Option for all purposes. This Option is exercisable only by the Optionee, or by the Optionee's duly designated appointed representative. This Option is not assignable.

10. Shareholder's Rights. The Optionee shall have shareholder rights

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with respect to the Option shares only when Optionee has exercised this Option to purchase those shares and provided the Company with the letter of instruction specified in Section 4 of this Option.

11. Validity and Construction. The validity and construction of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the below signatures evidence the execution of this Option by the parties on the date first appearing herein.

OPTIONEE

Nexia Holdings, Inc.

/s/ Elias Roussos

/s/ Richard Surber

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Elias Roussos, Optionee

-----  
Richard Surber, President

Exhibit 99(xiii)

STOCK OPTION AGREEMENT

This Stock Option Agreement ("Stock Option Agreement") is granted effective this 30th day of June 2004 by Nexia Holdings, Inc. (the "Company") to Michael Golightly, an employee of the Company ("Optionee") and a Utah resident.

PREMISES

- A. The Company has received valuable services from Optionee in the past and desires to compensate Optionee for these services by issuing Optionee an option (the "Option") to purchase a total of One Hundred Eighty Million (180,000,000), shares of the Company's common stock, par value \$0.001, the options will have a floating option price set at 75% of the market price at the time of exercise, the options and shares issued subject to the options shall be issued pursuant to a registration statement on Form S-8 under the Securities Act of 1933 as amended ("Form S-8").

GRANT

1. Grant of Options. The Company hereby grants Optionee the right and option ("Option") to purchase the above described One Hundred Eighty Million (180,000,000) shares of Common Stock, on the terms and conditions set forth herein and subject to the provisions of the Form S-8 registration statement in exchange for services provided by Employee to the Company, 15,000,000 options shall vest immediately upon the exercise hereof and thereafter 15,000,000 additional options shall vest on the 30th day of each month hereafter until all option rights have vested in the Optionee, however Optionee shall not be allowed to exercise any option rights that would result in Optionee holding more than 4.9% of the total issued and outstanding shares of the Company.
2. Term of Option. This Option may be exercised, in whole or in part, at any time but before two (2) Years have elapsed from the date of this Option. All rights to exercise this option end with the termination of employment with the Company, for any reason and by any party.

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3. Method of Exercising. This Option may be exercised in accordance with all the terms and conditions set forth in this Option and the Stock Option Plan, by delivery of a notice of exercise a form of which is attached hereto as Exhibit "A" and incorporated herein by this reference, setting forth the number of Options along with a signed letter of instruction to the stock broker Optionee will employ in selling the shares indicating that the specified exercise price shall be paid within 10 days of the sale or as otherwise specified at the time of exercise.
4. Optionee Not an Affiliate. Optionee hereby represents, warrants and covenants that he is not an affiliate of the Company as that term is defined in Rule 144(a)(1) under the Securities Act of 1933.
5. Availability of Shares. During the term of this Option, the Company shall reserve for issuance the number of shares of Common Stock required to satisfy this Option.
6. Adjustments to Number of Shares. The number of shares of Common Stock subject to this Option shall be adjusted to take into account any stock splits, stock dividends, recapitalization of the Common Stock as provided in the Stock Option Plan.
7. Limitation on Exercise. If the board of directors of the Company, in its sole discretion, shall determine that it is necessary or desirable to list, register, or qualify the Common Stock under any state or federal law, this Option may not be exercised, in whole or part, until such listing, registration, or qualification shall have been obtained free of any conditions not acceptable to the board of directors.
8. Restrictions on Transfer. The Option has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities statutes. The shares of Common Stock issuable on exercise of the Option will be qualified for registration under a Form S-8 Registration Statement filed with the Securities and Exchange Commission.
9. Record Owner. The Company may deem the Optionee as the absolute owner of this Option for all purposes. This Option is exercisable only by the Optionee, or by the Optionee's duly designated appointed representative. This Option is not assignable.
10. Shareholder's Rights. The Optionee shall have shareholder rights with respect to the Option shares only when Optionee has exercised this Option to purchase those shares and provided the Company with the letter of instruction specified in Section 4 of this Option.
11. Validity and Construction. The validity and construction of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the below signatures evidence the execution of this Option by the parties on the date first appearing herein.

OPTIONEE

Nexia Holdings, Inc.

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/s/ Michael Golightly

/s/ Richard Surber

-----  
Michael Golightly, Optionee

-----  
Richard Surber, President

Exhibit 99(xiv)

STOCK OPTION AGREEMENT

This Stock Option Agreement ("Stock Option Agreement") is granted effective this 30th day of June 2004 by Nexia Holdings, Inc. (the "Company") to Sandra Jorgensen, a consultant of the Company ("Optionee") and a Utah resident.

PREMISES

- A. The Company has received valuable services from Optionee in the past and desires to compensate Optionee for these services by issuing Optionee an option (the "Option") to purchase a total of One Hundred Twenty Million (120,000,000), shares of the Company's common stock, par value \$0.001, the options will have a floating option price set at 75% of the market price at the time of exercise, the options and shares issued subject to the options shall be issued pursuant to a registration statement on Form S-8 under the Securities Act of 1933 as amended ("Form S-8").

GRANT

1. Grant of Options. The Company hereby grants Optionee the right and option ("Option") to purchase the above described One Hundred Twenty Million (120,000,000), shares of Common Stock, on the terms and conditions set forth herein and subject to the provisions of the Form S-8 registration statement in exchange for services provided by Employee to the Company, 10,000,000 options shall vest immediately upon the exercise hereof and thereafter 10,000,000 additional options shall vest on the 30th day of each month hereafter until all option rights have vested in the Optionee, however Optionee shall not be allowed to exercise any option rights that would result in Optionee holding more than 4.9% of the total issued and outstanding shares of the Company.
2. Term of Option. This Option may be exercised, in whole or in part, at any time but before one (1) Year has elapsed from the date of this Option. All rights to exercise this option end with the termination of employment with the Company, for any reason and by any party.
3. Method of Exercising. This Option may be exercised in accordance with all the terms and conditions set forth in this Option and the Stock Option Plan, by delivery of a notice of exercise a form of which is attached hereto as Exhibit "A" and incorporated herein by this reference, setting forth the number of Options along with a signed letter of instruction to the stock broker Optionee will employ in selling the shares indicating that the specified exercise price shall be paid within 10 days of the sale or as otherwise specified at the time of exercise.
4. Optionee Not an Affiliate. Optionee hereby represents, warrants and covenants that it is not an affiliate of the

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Company as that term is defined in Rule 144(a)(1) under the Securities Act of 1933.

- 5. Availability of Shares. During the term of this Option, the Company shall reserve for issuance the number of shares of Common Stock required to satisfy this Option.
- 6. Adjustments to Number of Shares. The number of shares of Common Stock subject to this Option shall be adjusted to take into account any stock splits, stock dividends, recapitalization of the Common Stock as provided in the Stock Option Plan.
- 7. Limitation on Exercise. If the board of directors of the Company, in its sole discretion, shall determine that it is necessary or desirable to list, register, or qualify the Common Stock under any state or federal law, this Option may not be exercised, in whole or part, until such listing, registration, or qualification shall have been obtained free of any conditions not acceptable to the board of directors.
- 8. Restrictions on Transfer. The Option has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities statutes. The shares of Common Stock issuable on exercise of the Option will be qualified for registration under a Form S-8 Registration Statement filed with the Securities and Exchange Commission.
- 9. Record Owner. The Company may deem the Optionee as the absolute owner of this Option for all purposes. This Option is exercisable only by the Optionee, or by the Optionee's duly designated appointed representative. This Option is not assignable.
- 10. Shareholder's Rights. The Optionee shall have shareholder rights with respect to the Option shares only when Optionee has exercised this Option to purchase those shares and provided the Company with the letter of instruction specified in Section 4 of this Option.
- 11. Validity and Construction. The validity and construction of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the below signatures evidence the execution of this Option by the parties on the date first appearing herein.

OPTIONEE

Nexia Holdings, Inc.

/s/ Sandra Jorgensen

/s/ Richard Surber

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Sandra Jorgensen, Optionee

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Richard Surber, President