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

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**FORM 10-Q**

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(Mark One)

**QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2009

**TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 000-16731

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**AMHN, INC.**

(Exact Name of Small Business Issuer as Specified in Its Charter)

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Utah  
(State or Other Jurisdiction of  
Incorporation or Organization)

100 North First Street, Suite 104, Burbank, California 91502  
(Address of Principal Executive Offices)

87-0233535  
(I.R.S. Employer  
Identification No.)

(424) 239-6781  
(Issuer's Telephone Number)

345 North Maple Drive, Suite 208, Beverly Hill, CA 90210  
(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

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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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS  
DURING THE PRECEDING FIVE YEARS:

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13, or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes  No

The number of shares outstanding of the Issuer's Common Stock as of November 16, 2009 was 15,665,210.

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### **PART I - FINANCIAL INFORMATION**

#### **Item 1. Financial Statements.**

In the opinion of management, the accompanying unaudited financial statements included in this Form 10-Q reflect all adjustments (consisting only of normal recurring accruals) necessary for a fair presentation of the results of operations for the periods presented. The results of operations for the periods presented are not necessarily indicative of the results to be expected for the full year.

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**AMHN, INC. AND SUBSIDIARY**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
**(UNAUDITED)**

	September 30, 2009
<b>ASSETS</b>	
Current Assets:	
Cash	\$ 19,825
Prepaid expenses	61,500
Total current assets	<u>81,325</u>
Fixed Assets:	
Site equipment, net of accumulated depreciation of \$19,250	299,250
Other Assets:	
Segment library, net of accumulated amortization of \$10,667	309,333
Total assets	<u>\$ 689,908</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>	
Current Liabilities:	
Accounts payable and accrued expenses	\$ 233,950
Promissory notes payable - related parties	300,000
Other current related party liabilities	700
Total current liabilities	<u>534,650</u>
Commitments and Contingencies	
Stockholders' Equity (Deficit):	
Preferred stock - no par value; 10,000,000 shares authorized; no shares issued and outstanding	—
Common stock - par value \$0.10; 50,000,000 shares authorized; 15,665,210 shares issued and outstanding at September 30, 2009	1,566,521
Additional paid in capital	—
Accumulated deficit	<u>(1,411,263)</u>
Total stockholders' equity (deficit)	<u>155,258</u>
Total liabilities and stockholders' equity (deficit)	<u>\$ 689,908</u>

**AMHN, INC. AND SUBSIDIARY**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
**FOR THE PERIOD APRIL 2, 2009 (INCEPTION) THROUGH SEPTEMBER 30, 2009 AND**  
**THREE MONTHS ENDED SEPTEMBER 30, 2009**  
**(UNAUDITED)**

	For the Period April 2, 2009 through September 30, 2009	For the Three Months Ended September 30, 2009
Operating Revenues	\$ —	\$ —
Cost of Revenue	—	—
Gross Profit	—	—
Operating expenses:		
Sales and operating costs	102,975	91,559
Professional fees	61,530	32,490
Consulting services	797,421	330,753
General and administration	28,054	7,416
Depreciation and amortization	29,917	26,126
Total operating expense	1,019,897	488,344
Operating loss	(1,019,897)	(488,344)
Other income and (expense)		
Interest expense	(3,333)	(2,916)
Total other income (expense)	(3,333)	(2,916)
Loss before taxes	(1,023,230)	(491,260)
Provision for income taxes	—	—
Net loss	\$ (1,023,230)	\$ (491,260)
Earnings Per Share, Basic and Diluted:		
Net (loss)	\$ (0.17)	\$ (0.04)
Weighted Average Number of Shares Outstanding (Post-Split)	5,951,846	11,655,566

**AMHN, INC. AND SUBSIDIARY**  
**CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)**  
**FOR THE PERIOD FROM JANUARY 1, 2008 TO SEPTEMBER 30, 2009**  
**(UNAUDITED)**

	<u>Common Stock</u>		<u>Additional Paid in Capital</u>	<u>Treasury Stock</u>	<u>Accumulated Deficit</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>				
<b>Balance, January 1, 2008</b>	620,743	\$ 62,074	\$ 439,605	\$(107,794)	\$ 23,653	\$ 417,538
Issuance of common stock for deferred consulting fees	500,000	50,000	200,000	—	—	250,000
Purchase of treasury stock	—	—	—	(46,570)	—	(46,570)
Treasury shares cancellation	(103,170)	(10,317)	(144,047)	154,364	—	—
Dividend	—	—	—	—	(206,719)	(206,719)
Net loss	—	—	—	—	(395,552)	(395,552)
<b>Balance, December 31, 2008</b>	1,017,573	101,757	495,558	—	(578,618)	18,697
Effect of merger and recapitalization pursuant to execution of Security Exchange Agreement	14,197,637	1,419,764	(563,058)	—	190,585	1,047,291
Stock issued for services	450,000	45,000	67,500	—	—	112,500
Net loss	—	—	—	—	(1,023,230)	(1,023,230)
<b>Balance, September 30, 2009</b>	<u>15,665,210</u>	<u>\$1,566,521</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$(1,411,263)</u>	<u>\$ 155,258</u>

**AMHN, INC. AND SUBSIDIARY**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE PERIOD APRIL 2, 2009 (INCEPTION) THROUGH SEPTEMBER 30, 2009**  
**(UNAUDITED)**

	<u>September 30, 2009</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net loss	\$ (1,023,230)
Adjustments to reconcile net loss to net cash flows from operating activities:	
Depreciation	19,250
Amortization of intangible assets	10,666
Shares issued for services	579,168
Liabilities assumed in reverse merger with Croff	42,079
Effect of recapitalization	(100,679)
Changes in assets and liabilities:	
Accounts payable and accrued expenses	<u>191,871</u>
Net cash flows used in operating activities	<u>(280,875)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchase of site equipment	(350,000)
Purchase of segments for library	<u>(350,000)</u>
Net cash flows used in investing activities	<u>(700,000)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Proceeds from loans from related parties	300,700
Proceeds from issuance of common shares	<u>700,000</u>
Net cash flows provided by financing activities	<u>1,000,700</u>
Increase in cash	19,825
Cash, beginning of period	<u>—</u>
Cash, end of period	<u>\$ 19,825</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:</b>	
Cash paid for interest	<u>\$ —</u>
Cash paid for income taxes	<u>\$ —</u>

**AMHN, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2009**  
**(UNAUDITED)**

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

The unaudited financial statements included herein have been prepared, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). The financial statements and notes are presented as permitted on Form 10-Q and do not contain information included in the Company’s annual statements and notes. Certain information and footnote disclosure normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the information presented not misleading. It is suggested that these financial statements be read in conjunction with the December 31, 2008 Form 10-K filed with the SEC on March 18, 2009 and our Form 8-K filed with the SEC on July 30, 2009, including the audited financial statements and the accompanying notes thereto. While management believes the procedures followed in preparing these financial statements are reasonable, the accuracy of the amounts are in some respects dependent upon the facts that will exist, and procedures that will be accomplished by the Company later in the year.

These unaudited financial statements reflect all adjustments, including normal recurring adjustments which, in the opinion of management, are necessary to present fairly the operations and cash flows for the periods presented.

The Company was incorporated in Utah in 1907 under the name Croff Mining Company (“Croff”). The Company changed its name to Croff Oil Company in 1952 and in 1996 changed its name to Croff Enterprises, Inc. In the twenty (20) years prior to 2008, Croff’s operations consisted entirely of oil and natural gas production. Due to a spin-off of its operations in December 2007, Croff had no business operations or revenue source and had reduced its operations to a minimal level, although it continued to file reports required under the Securities Exchange Act of 1934. As a result of the spin-off, Croff was a “shell company” under the rules of the Securities and Exchange Commission (“SEC”).

On July 6, 2009, Croff entered into an Agreement and Plan of Reorganization (the “Agreement”) with AMHN Acquisition Corp., a newly formed Delaware corporation and wholly owned subsidiary of Croff (“Merger Sub”), America’s Minority Health Network, Inc., a Delaware corporation (“America’s Minority Health Network”) and the major shareholders of the America’s Minority Health Network (the “Major Shareholders”). The terms of the Agreement provide for (i) the transfer of 100% of the issued and outstanding shares of common stock of America’s Minority Health Network in exchange for the issuance to the shareholders of America’s Minority Health Network of an aggregate of 13,693,689 shares of common stock of Croff (the “Croff Common Stock”) at a conversion ratio where one share of America’s Minority Health Network is converted into 13,693.689 shares of Croff; (ii) the resignations of Croff’s officers and directors prior to the consummation of the Agreement and the election and appointment of officers and directors as directed by America’s Minority Health Network; and (iii) America’s Minority Health Network to become a wholly owned subsidiary of Croff. A full description of the terms of the Agreement (the “Transaction”) is set forth in the Agreement as filed as an exhibit to the Report on Form 8-K filed with the Securities and Exchange Commission on July 10, 2009.

On July 27, 2009, the Closing Date of the Transaction pursuant to the terms and conditions of the Agreement, Croff acquired 100% of the issued and outstanding shares of America’s Minority Health Network in exchange for the issuance of an aggregate of 13,693,689 shares of Croff Common Stock. In accordance with the provisions of this triangulated merger, Merger Sub merged with and into America’s Minority Health Network as of the Effective Date of the Agreement, as that term is defined therein. Upon consummation of the Agreement and all transactions contemplated therein, the separate existence of Merger Sub ceased, Croff became the surviving parent corporation, and America’s Minority Health Network became its wholly owned subsidiary (the “Company’s subsidiary”).

**AMHN, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2009**  
**(UNAUDITED)**

**NOTE 1 – ORGANIZATION AND BASIS OF PRESENTATION (Continued)**

As a result of the Transaction, Croff ceased being a shell company. The sole business of Croff became that of its operating subsidiary, America's Minority Health Network. Croff experienced a change in control and the former shareholders of America's Minority Health Network acquired control of the Company. For accounting purposes, the Transaction was treated as a reverse merger. As a result of the Transaction, the figures contained in the financial statements are those of America's Minority Health Network, the operating company.

On September 11, 2009, the Company's Board of Directors approved an agreement with Global Arena Capital Corp. (the "Global Agreement") through which Global Arena Capital Corp. ("Global") would serve as the Company's exclusive placement agent in an attempt to raise up to five million dollars (\$5,000,000) through the offer and sale by the Company of its securities. Under a related private placement memorandum ("PPM"), the Company is offering twenty-five (25) units for the purchase price of two hundred thousand dollars (\$200,000) each. Each unit consists of 200,000 shares of the Company's Common Stock and a detachable, transferable Warrant to purchase 70,000 shares of the Company's Common Stock. The Warrant is exercisable in whole or in part during the five-year period following issuance at an exercise price of \$1.10 per share. The Warrant is subject to adjustment upon any recapitalization of the Company, the reclassification, subdivision or combination of the Company's Common Stock, the payment of stock dividends or distributions, and upon any merger or consolidation of the Company. The Common Stock and Warrant is subject to a Lock-Up Agreement which terminates twelve (12) months from the subscription date. After the expiration of the Lock-Up Agreement, the Warrant may be exercised on a cashless basis. The offering will be open for a period of sixty (60) days and may be extended for an additional sixty (60) days.

Upon execution of the Global Agreement, the Company agreed to pay a retainer to Global through the issuance of 76,075 Warrants exercisable for one cent (\$0.01) which represented one half of one percent (.50%) of the currently issued and outstanding shares of Common Stock of the Company. The Warrants have not yet been issued. The five-year Warrant will be non-redeemable and will contain provisions for proportional adjustments in the number of Warrants for dividends, distributions, subdivisions, combinations, mergers, consolidations, and sale of assets. As cash compensation, Global will receive fees at closing in an amount equal to ten percent (10%) of the gross amount of the Company's securities sold through the offering and a three percent (3%) non-accountable expense allowance.

Upon the closing of the PPM, the Company shall sell to Global five-year Warrants for a purchase price of one cent (\$0.01) per Warrant, in an amount equal to ten percent (10%) of the amount of the same securities purchased by investors in the offering with an exercise price equal to the purchase price of the restricted securities paid by the investors in the offering. The five-year Warrants will be non-redeemable and will contain provisions for proportional adjustments in the number of Warrants for dividends, distributions, subdivisions, combinations, mergers, consolidations, and sale of assets. Under the terms of the Warrant, if the Company is acquired or is the subject of a merger or other business combination, in exchange for the aforementioned Warrants, Global will receive an amount equal to ten percent (10%) of the cash or securities or other legal consideration received by the investors in this offering.



**AMHN, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2009**  
**(UNAUDITED)**

**NOTE 1 – ORGANIZATION AND BASIS OF PRESENTATION (Continued)**

Use of proceeds from the offering will be used for capital expenditures to place viewing systems in an additional 900 locations and pay for content creation for one year. It will also be used for working capital including network maintenance, general and administrative expenses, professional services, and sales and marketing. As of this filing, no funds have been generated through the offering.

Neither the shares of Common Stock nor the Warrants issued under the offering have been registered under the Securities Act or the securities laws of any state, and such securities are being offered and sold in reliance on exemptions from the registration requirements of such laws, which depend in part, on the intent of the investors in the offering not to make a distribution of such securities.

On September 14, 2009, the Company changed its name to AMHN, Inc. Unless otherwise stated or unless the context otherwise requires, the description of our business set forth below is provided on a combined basis. The Company's office is located at 100 North First Street, Suite 104, Burbank, California 91502.

On September 25, 2009, the Company's Board of Directors approved the redomicile of the corporation from Utah to Nevada and the AMHN, Inc. 2009 Long Term Incentive Compensation Plan. Shareholders must approve both actions.

The Company's subsidiary is a place-based provider of digital video education for medical practices who primarily service minorities. Research has shown that due to socioeconomic and sociopolitical issues, African-Americans suffer from exceptionally high mortality and morbidity rates. Lack of proper healthcare education has been cited as one of the factors leading to higher health risks for the African-American community. The Company's subsidiary provides a digital platform to increase African-American health education awareness that can increase the longevity and well-being of African-American men and women, while providing relevant advertising of related products. The Company's subsidiary has created a viable solution to meet the needs of physicians who are constantly searching for ways to better inform their patients and for advertisers that are searching for ad space to communicate specific products to African-Americans.

The Company's subsidiary currently provides direct-to-consumer television programming across the United States to subscribing medical offices with a predominantly African-American patient base. Currently, 135 offices have subscribed to the service with one hundred (100) offices live and receiving programming. Our rollout plan calls for one thousand (1,000) subscribing locations in our first phase. Each month updated healthcare segments and relevant advertising are digitally delivered in high definition directly to waiting rooms filled with a well-defined African-American target audience. Medical office waiting rooms provide a captive audience with the typical presence of over 1,000 patients per month per location, where viewers are pre-disposed to watch and listen to the pertinent information offered.

Effective July 1, 2009, the Company adopted the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 105-10, Generally Accepted Accounting Principles – Overall ("ASC 105-10"). ASC 105-10 establishes the FASB Accounting Standards Codification (the "Codification") as the source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with U.S. GAAP. Rules and interpretive releases of the SEC under authority of federal securities laws are also sources of authoritative U.S. GAAP for SEC registrants. All guidance contained in the Codification carries an equal level of authority. The Codification superseded all existing non-SEC accounting and reporting standards. All other non-grandfathered, non-SEC accounting literature not included in the Codification is non-authoritative. The FASB will not issue new standards in the form of Statements, FASB Positions or Emerging Issue Task Force Abstracts. Instead, it will issue Accounting Standards Updates ("ASUs").

**AMHN, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2009**  
**(UNAUDITED)**

**NOTE 1 – ORGANIZATION AND BASIS OF PRESENTATION (Continued)**

The FASB will not consider ASUs as authoritative in their own right. ASUs will serve only to update the Codification, provide background information about the guidance and provide the bases for conclusions on the change(s) in the Codification. References made to FASB guidance throughout this document have been updated for the Codification.

**Going Concern**

These financial statements have been prepared on a going concern basis, which implies the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The Company has not generated revenues since inception and since that time has an accumulated deficit of \$1,441,263 through September 30, 2009 and needs to raise additional funds to carry out its business plan. The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders and the Company's ability to obtain necessary equity financing to continue operations.

The Company's operating business has had very little operating history to date, however is not currently in the development stage. These financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern. These factors raise substantial doubt regarding the ability of the Company to continue as a going concern.

Besides generating revenues from proposed operations, the Company may need to raise additional capital to expand operations to the point at which the Company can achieve profitability. The terms of financing that may be raised may not be on terms acceptable by the Company. If adequate funds cannot be raised outside of the Company, the Company's current shareholders may need to contribute funds to sustain operations.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Use of Estimates**

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

**Cash and Cash Equivalents**

The Company considers all highly liquid debt instruments and other short-term investments with maturity of three months or less, when purchased, to be cash equivalents. The Company maintains cash and cash equivalent balances at one financial institution that is insured by the Federal Deposit Insurance Corporation.

**Fixed Assets**

The Company prepays for equipment and installation of sites. As the sites are installed and commissioned, the cost of the sites is moved from the prepaid asset into fixed assets at a useful life of 3 years and stated at cost, less accumulated depreciation. Depreciation commences on the first day of the month following the installation of the sites and is calculated using the straight-line

AMHN, INC.  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2009  
(UNAUDITED)

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Fixed Assets (Continued)

method over the estimated useful lives of the related assets. Costs of maintenance and repairs will be charged to expense as incurred. The Company has 91 sites commissioned live as of September 30, 2009. Depreciation of \$19,250 was calculated through September 30, 2009.

Recoverability of Long-Lived Assets

Although the Company does not have any long-lived assets at this point, for any long-lived assets acquired in the future the Company will review their recoverability on a periodic basis whenever events and changes in circumstances have occurred which may indicate a possible impairment. The assessment for potential impairment will be based primarily on the Company's ability to recover the carrying value of its long-lived assets from expected future cash flows from its operations on an undiscounted basis. If such assets are determined to be impaired; the impairment recognized is the amount by which the carrying value of the assets exceeds the fair value of the assets. Fixed assets to be disposed of by sale will be carried at the lower of the then current carrying value or fair value less estimated costs to sell.

Fair Value of Financial Instruments

The carrying amount reported in the balance sheet for cash and cash equivalents, accounts payable, and accrued expenses approximate fair value because of the immediate or short-term maturity of these financial instruments. The Company does not utilize derivative instruments.

Stock-Based Compensation

The Company adopted the provisions of ASC 718-10 "*Share Based Payments*". The adoption of this principle had no effect on the Company's operations.

ASC 718-10 requires recognition of stock-based compensation expense for all share-based payments based on fair value.

The Company has elected to use the modified-prospective approach method. Stock-based compensation expense for all awards granted is based on the grant-date fair values. The Company recognizes these compensation costs, net of an estimated forfeiture rate, on a pro rata basis over the requisite service period of each vesting tranche of each award. The Company considers voluntary termination behavior as well as trends of actual option forfeitures when estimating the forfeiture rate.

The Company measures compensation expense for its non-employee stock-based compensation under ASC 505-50, "*Accounting for Equity Instruments that are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services*". The fair value of the option issued is used to measure the transaction, as this is more reliable than the fair value of the services received. The fair value is measured at the value of the Company's common stock on the date that the commitment for performance

AMHN, INC.  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2009  
(UNAUDITED)

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Stock-Based Compensation (Continued)

by the counterparty has been reached or the counterparty's performance is complete. The fair value of the equity instrument is charged directly to compensation expense and additional paid-in capital. For common stock issuances to non-employees that are fully vested and are for future periods, the Company classifies these issuances as prepaid expenses and expenses the prepaid expenses over the service period. At no time has the Company issued common stock for a period that exceeds one year.

Segment Library

The segment library is reflected as intangible assets on the accompanying condensed consolidated balance sheet with a useful life of 5 years. These costs represent the production costs relating to producing the segments that will be presented in the professional offices. Production costs of the segments that have not been placed into service are reflected as prepaid production costs. Upon the segments being placed into service, the Company transfers these costs to the segment library. Management has determined the life of the segment library to be 5 years. Of the \$350,000 in costs incurred by the Company, \$31,500 represent costs for segments not placed in service and \$318,500 for segments placed into service. The Company amortizes the segments commencing on the first day of the month following the segments placed into service. Amortization expense for the period April 2, 2009 (Inception) through September 30, 2009 is \$10,667.

Income Taxes

The Company accounts for income taxes utilizing the liability method of accounting. Under the liability method, deferred taxes are determined based on differences between financial statement and tax bases of assets and liabilities at enacted tax rates in effect in years in which differences are expected to reverse.

Valuation allowances are established, when necessary, to reduce deferred tax assets to amounts that are expected to be realized.

Revenue Recognition

The Company will generate revenue from the sale of advertising spots on its network. The revenue will be recognized in the month in which the spots run.

AMHN, INC.  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2009  
(UNAUDITED)

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Loss per Share of Common Stock

Basic net loss per common share is computed using the weighted average number of common shares outstanding. Diluted earnings per share (EPS) include additional dilution from common stock equivalents, such as stock issuable pursuant to the exercise of stock options and warrants. Common stock equivalents are not included in the computation of diluted earnings per share when the Company reports a loss because to do so would be anti-dilutive. The following is a reconciliation of the computation for basic and diluted EPS.

	September 30, 2009
Net loss	\$ (1,023,230)
Weighted-average common shares outstanding (Basic)	5,951,846
Weighted-average common stock equivalents	
Stock options	-0-
Warrants	-0-
Weighted-average common shares outstanding (Diluted)	5,951,846

Uncertainty in Income Taxes

The Company follows ASC 740-10, “Accounting for Uncertainty in Income Taxes” (“ASC 740-10”). This interpretation requires recognition and measurement of uncertain income tax positions using a “more-likely-than-not” approach. ASC 740-10 is effective for fiscal years beginning after December 15, 2006. Management will evaluate their tax positions on an annual basis.

Recent Issued Accounting Standards

In September 2006, ASC issued 820, *Fair Value Measurements*. ASC 820 defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles, and expands disclosure about fair value measurements. This statement is effective for financial statements issued for fiscal years beginning after November 15, 2007. Early adoption is encouraged. The adoption of ASC 820 is not expected to have a material impact on the financial statements.

In February 2007, ASC issued 825-10, *The Fair Value Option for Financial Assets and Financial Liabilities – Including an amendment of ASC 320-10*, (“ASC 825-10”) which permits entities to choose to measure many financial instruments and certain other items at fair value at specified election dates. A business entity is required to report unrealized gains and losses on items for which the fair value option has been elected in earnings at each subsequent reporting date. This statement is expected to expand the use of fair value measurement. ASC 825-10 is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years.

AMHN, INC.  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2009  
(UNAUDITED)

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Recent Issued Accounting Standards (Continued)**

In December 2007, the ASC issued ASC 810-10-65, *Noncontrolling Interests in Consolidated Financial Statements*. ASC 810-10-65 establishes accounting and reporting standards for ownership interests in subsidiaries held by parties other than the parent, changes in a parent's ownership of a noncontrolling interest, calculation and disclosure of the consolidated net income attributable to the parent and the noncontrolling interest, changes in a parent's ownership interest while the parent retains its controlling financial interest and fair value measurement of any retained noncontrolling equity investment.

ASC 810-10-65 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years. Early adoption is prohibited. Management is determining the impact that the adoption of ASC 810-10-65 will have on the Company's financial position, results of operations or cash flows.

In December 2007, the Company adopted ASC 805, *Business Combinations* ("ASC 805"). ASC 805 retains the fundamental requirements that the acquisition method of accounting be used for all business combinations and for an acquirer to be identified for each business combination. ASC 805 defines the acquirer as the entity that obtains control of one or more businesses in the business combination and establishes the acquisition date as the date that the acquirer achieves control. ASC 805 will require an entity to record separately from the business combination the direct costs, where previously these costs were included in the total allocated cost of the acquisition. ASC 805 will require an entity to recognize the assets acquired, liabilities assumed, and any non-controlling interest in the acquired at the acquisition date, at their fair values as of that date.

ASC 805 will require an entity to recognize as an asset or liability at fair value for certain contingencies, either contractual or non-contractual, if certain criteria are met. Finally, ASC 805 will require an entity to recognize contingent consideration at the date of acquisition, based on the fair value at that date. This will be effective for business combinations completed on or after the first annual reporting period beginning on or after December 15, 2008. Early adoption is not permitted and the ASC is to be applied prospectively only. Upon adoption of this ASC, there would be no impact to the Company's results of operations and financial condition for acquisitions previously completed. The adoption of ASC 805 is not expected to have a material effect on the Company's financial position, results of operations or cash flows.

In March 2008, ASC issued ASC 815, *Disclosures about Derivative Instruments and Hedging Activities*, ("ASC 815"). ASC 815 requires enhanced disclosures about an entity's derivative and hedging activities. These enhanced disclosures will discuss: how and why an entity uses derivative instruments; how derivative instruments and related hedged items are accounted for and its related interpretations; and how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. ASC 815 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. The Company does not believe that ASC 815 will have an impact on their results of operations or financial position.

In April 2008, ASC issued ASC 350, "Determination of the Useful Life of Intangible Assets". This amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under ASC 350. The guidance is used for determining the useful life of a recognized intangible asset shall be applied prospectively to intangible assets acquired after adoption, and the disclosure requirements shall be applied prospectively to all intangible assets recognized as of, and subsequent to, adoption. The Company does not believe ASC 350 will materially impact their financial position, results of operations or cash flows.

AMHN, INC.  
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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Recent Issued Accounting Standards (Continued)

Effective April 1, 2009, the Company adopted ASC 855, *Subsequent Events* (“ASC 855”). ASC 855 establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued or are available to be issued. It requires disclosure of the date through which an entity has evaluated subsequent events and the basis for that date – that is, whether that date represents the date the financial statements were issued or were available to be issued. This disclosure should alert all users of financial statements that an entity has not evaluated subsequent events after that date in the set of financial statements being presented. Adoption of ASC 855 did not have a material impact on the Company’s results of operations or financial condition. The Company has evaluated subsequent events through November 13, 2009, the date the financial statements were issued.

Effective July 1, 2009, the Company adopted FASB ASU No. 2009-05, *Fair Value Measurement and Disclosures (Topic 820)* (“ASU 2009-05”). ASU 2009-05 provided amendments to ASC 820-10, *Fair Value Measurements and Disclosures – Overall*, for the fair value measurement of liabilities. ASU 2009-05 provides clarification that in circumstances in which a quoted market price in an active market for the identical liability is not available, a reporting entity is required to measure fair value using certain techniques. ASU 2009-05 also clarifies that when estimating the fair value of a liability, a reporting entity is not required to include a separate input or adjustment to other inputs relating to the existence of a restriction that prevents the transfer of a liability. ASU 2009-05 also clarifies that both a quoted price in an active market for the identical liability at the measurement date and the quoted price for the identical liability when traded as an asset in an active market when no adjustments to the quoted price of the asset are required for Level 1 fair value measurements. Adoption of ASU 2009-05 did not have a material impact on the Company’s results of operations or financial condition.

Other ASU’s that have been issued or proposed by the FASB ASC that do not require adoption until a future date and are not expected to have a material impact on the financial statements upon adoption.

**NOTE 3 – STOCKHOLDERS’ EQUITY (DEFICIT)**

Preferred Stock

The Company has 10,000,000 shares of no par value preferred stock authorized. No preferred shares have been issued.

Common Stock

The Company is authorized to issue up to 50,000,000 shares of common stock at \$0.10 par value per share (“Common Stock”) and as of September 30, 2009 has 15,665,210 shares of Common Stock issued and outstanding.

AMHN, INC.  
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**NOTE 3 – STOCKHOLDERS' EQUITY (DEFICIT) (Continued)**

**Common Stock (Continued)**

On July 27, 2009, as part of the acquisition of the Company's subsidiary, the Company:

- (i) effected a forward stock split on a basis of 3:1 which increased the issued and outstanding shares of Common Stock from 1,017,573 to 3,052,719,
- (ii) accepted from a shareholder the surrender of and canceled 1,935,000 shares of Common Stock which were returned to the Company's authorized but unissued shares,
- (iii) issued 403,802 shares to the same shareholder who surrendered the above-mentioned shares, and
- (iv) issued 13,693,689 shares of its Common Stock to the shareholders of America's Minority Health Network in exchange for 100% of the shares of America's Minority Health Network.

On September 28, 2009, the Company issued 450,000 shares of stock valued at \$112,500 in exchange for consulting services.

Included in accounts payable and accrued expenses are \$153,000 of accrued consulting services that are anticipated to be paid for by the issuance of 510,000 shares of common stock in the fourth quarter of 2009.

**2009 Long Term Incentive Compensation Plan**

On September 25, 2009, the Company's board of directors approved the AMHN, Inc. 2009 Long Term Incentive Compensation Plan (the "Plan") containing one million shares that may be issued to provide financial incentives to employees, members of the Board, and advisers and consultants of the Company. The Plan must be ratified by the Company's shareholders prior to the next annual meeting of shareholders. In conjunction with approval of the Plan and after ratification of the Plan by the Company's shareholders, the Company's board of directors approved the granting of non-qualified stock options (the "Options") to officers and employees of the Company for an aggregate of 900,000 underlying shares. The exercise price of the Options will be fixed at \$0.30 per share with the underlying shares vesting at the rate of one-third on the date of the grant and one-third on each of the first and second anniversary dates of the grant. The Options expire five (5) years from the date that the Options are fully vested. None of these options have been issued as of September 30, 2009.



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**NOTE 3 – STOCKHOLDERS’ EQUITY (DEFICIT) (Continued)**Warrant(s) to Purchase Common Stock

A summary of the Company’s Warrant(s) and related information follows as of September 30, 2009 follows:

	Number of Shares Under Warrant(s)	Range of Warrant(s) Price Per Share	Weighted Average Exercise Price
Balance at December 31, 2008	-0-	\$ -0-	\$ -0-
Granted <sup>(1)</sup>	76,075	0.01	0.01
Exercised	-0-	-0-	-0-
Cancelled	-0-	-0-	-0-
Balance at September 30, 2009	<u>76,075</u>	<u>\$ 0.01</u>	<u>\$ 0.01</u>

<sup>(1)</sup> Granted and accrued for but not issued.

The valuation methodology used to determine the fair value of the Warrant(s) issued was the Black-Scholes-Merton option-pricing model. The Black-Scholes-Merton model requires the use of a number of assumptions including volatility of the stock price, the weighted average risk-free interest rate, and the weighted average expected life of the Warrant(s).

The risk-free interest rate assumption is based upon observed interest rates on zero coupon U.S. Treasury bonds whose maturity period is appropriate for the term of the Warrant(s) and is calculated by using the average daily historical stock prices through the day preceding the grant date. Estimated volatility is a measure of the amount by which the Company’s stock price is expected to fluctuate each year during the expected life of the award. The Company’s estimated volatility is an average of the historical volatility of peer entities whose stock prices were publicly available. The Company’s calculation of estimated volatility is based on historical stock prices of these peer entities over a period equal to the expected life of the awards. The Company uses the historical volatility of peer entities due to the lack of sufficient historical data of its stock price.

The weighted average fair value of Warrant(s) granted and the assumptions used in the Black-Scholes-Merton model during the nine months ended September 30, 2009 are set forth in the table below.

Weighted average fair value of Warrant(s) granted	\$ 0.30
Risk-free interest rate	0.98%
Volatility	129.39%
Expected life	2
Dividend yield	0.00%

Included in accounts payable and accrued expenses are \$22,138 of accrued professional fees that reflects the value of the 76,075 Warrant(s).

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**NOTE 4 – LOAN PAYABLE – RELATED PARTY**

The Company's subsidiary has an unsecured loan payable outstanding with Seatac Digital Resources, Inc. ("Seatac"), the Company's systems integrator and shareholder. Seatac provided necessary working capital of \$700 for the Company in their initial period to assist them in the payment of certain payables. There is no interest on this unsecured loan which is due on demand and is presented as a current liability on the balance sheet.

On June 1, 2009, the Company's subsidiary entered into a demand promissory note with Seatac for \$100,000 (the "June Demand Note"). The June Demand Note accrues interest at five percent (5%) per annum. Interest has been expensed and accrued as a current liability.

On July 21, 2009, the Company's subsidiary entered into a demand promissory note with Seatac for \$100,000 (the "July Demand Note"). The July Demand Note accrues interest at five percent (5%) per annum. Interest has been expensed and accrued as a current liability.

On September 2, 2009, the Company's subsidiary entered into a demand promissory note with Seatac for \$100,000 (the "September Demand Note"). The September Demand Note accrues interest at five percent (5%) per annum. Interest has been expensed and accrued as a current liability.

The Company has accrued \$3,333 of interest expense on these notes through September 30, 2009.

**NOTE 5 – COMMITMENTS AND CONTINGENCIES**

On May 1, 2009, the Company's subsidiary entered into an Installation and Remote Transfer Testing Project Management and Service Agreement ("Service Agreement") and a License Agreement ("License Agreement") with Seatac, for an initial term of five (5) years. The Service Agreement provides that (i) Seatac, directly and through sub-contractors, will produce, license and supply certain goods and services as described therein, (ii) Seatac will provide certain goods and services to facilitate the installation and operation of a media information display network within professional offices located in the United States and Canada, and (iii) Seatac will supply the goods and services purchased by the Company's subsidiary and that the Company's subsidiary agrees to purchase and accept the licenses on the terms and conditions set forth in the Service Agreement.

The License Agreement grants Seatac the right to license the software, as defined therein. Seatac will provide the licensee with use of its software components, including the server software, and the software media player that will drive one or more displays and connect back to the server. The fees for the license include (i) an initial one-time fee of \$500 for the remote transfer set up, (ii) hardware and installation fees of \$3,500 per site, and (iii) a standard remote transfer license fee of \$87 per unit per month.

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**NOTE 6 – PROVISION FOR INCOME TAXES**

Deferred income taxes are determined using the liability method for the temporary differences between the financial reporting basis and income tax basis of the Company's assets and liabilities. Deferred income taxes are measured based on the tax rates expected to be in effect when the temporary differences are included in the Company's tax return. Deferred tax assets and liabilities are recognized based on anticipated future tax consequences attributable to differences between financial statement carrying amounts of assets and liabilities and their respective tax bases. As of September 30, 2009, there is no provision for income taxes, current or deferred.

At September 30, 2009, deferred tax assets consist of the following:

Net operating losses	\$ 479,829
Valuation allowance	(479,829)
	<u>\$ -0-</u>

At September 30, 2009, the Company had a net operating loss carryforward in the amount of \$1,411,263, available to offset future taxable income through 2029. The Company established valuation allowances equal to the full amount of the deferred tax assets due to the uncertainty of the utilization of the operating losses in future periods.

A reconciliation of the Company's effective tax rate as a percentage of income before taxes and federal statutory rate for the period ended September 30, 2009 is summarized as follows:

	<u>2009</u>
Federal statutory rate	(34.0)%
State income taxes, net of federal benefits	3.3
Valuation allowance	<u>30.7</u>
	<u>0%</u>

**NOTE 7 – SUBSEQUENT EVENTS**

On October 1, 2009, the Company's Board of Directors approved an Investor Relations Consulting Agreement with Alliance Advisors, LLC (the "Agreement"). The twelve-month Agreement calls for cash payments of \$5,000 per month for months 1-3, \$6,000 per month for months 4-6, and \$7,000 per month for the remaining six (6) months. In addition to the cash payments, the Agreement calls for the issuance of 125,000 restricted shares of the Company's Common Stock during the first thirty days of the Agreement with an additional 125,000 restricted shares of the Company's Common Stock after the successful completion of the first six (6) months of service. The Company issued the first 125,000 shares called for in the Agreement on October 20, 2009.

On October 7, 2009, the Company's subsidiary entered into a demand promissory note with Seatac for \$100,000 (the "October Demand Note") with the first installment of \$50,000 paid on October 7, 2009 and the second installment of \$50,000 paid on October 22, 2009. The October Demand Note accrues interest at five percent (5%) per annum. Interest will be expensed and accrued as a current liability.

**AMHN, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
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**NOTE 7 – SUBSEQUENT EVENTS (Continued)**

On November 1, 2009, Seatac provided a commitment for funding in the form of short term loans that in the aggregate amount up to \$500,000 to cover operations of the Company's subsidiary. Seatac previously provided a funding commitment for \$500,000 under which it has funded \$400,000 to date through short-term loans.

On November 4, 2009, the Company's subsidiary entered into a demand promissory note with Seatac for \$100,000 (the "November Demand Note"). The November Demand Note accrues interest at five percent (5%) per annum. This note is part of the \$400,000 already funded by Seatac on their first \$500,000 loan commitment.

On November 13, 2009, the Company relocated its principal offices to 100 North First Street, Suite 104, Burbank, California 91502 where it subleases 2,010 square feet of furnished office space. As a condition of the sublease, the Sublessor required that Seatac be listed as a co-Sublessee with the Company's subsidiary. The one-year and eleven and one-half month lease, expiring on October 31, 2011, was guaranteed by Seatac and calls for base lease payments of \$4,905 per month. The Company paid \$22,352 to cover a security deposit of \$14,800 and rent from November 26 through December 31, 2009. Rent expense, excluding taxes, by year for term of this sublease is as follows: 2009-\$7,357; 2010-\$58,859; and 2011-\$49,049.

## **Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations**

### **General**

The following discussion and analysis provides information which management of the Company believes to be relevant to an assessment and understanding of the Company’s results of operations and financial condition. This discussion should be read together with the Company’s consolidated financial statements and the notes to the financial statements, which are included in this report. This information should also be read in conjunction with the information contained in our Form 10-K filed with the Securities and Exchange Commission (“SEC”) on March 18, 2009 and our Form 8-K filed with the SEC on July 30, 2009, including the audited financial statements and notes included therein. The reported results will not necessarily reflect future results of operations or financial condition.

### **Caution Regarding Forward-Looking Statements**

This Quarterly Report on Form 10-Q contains “forward-looking statements”, as that term is defined in the Private Securities Litigation Reform Act of 1995. These statements relate to future events or our future financial performance. Some discussions in this report may contain forward-looking statements that involve risk and uncertainty. A number of important factors could cause our actual results to differ materially from those expressed in any forward-looking statements made by us in this report. Forward-looking statements are often identified by words like “believe,” “expect,” “estimate,” “anticipate,” “intend,” “project” and similar words or expressions that, by their nature, refer to future events.

In some cases, you can also identify forward-looking statements by terminology such as “may,” “will,” “should,” “plans,” “predicts,” “potential,” or “continue,” or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties, and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, or achievements. You should not place undue certainty on these forward-looking statements, which apply only as of the date of this report. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or our predictions. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements in an effort to conform these statements to actual results.

### **Overview**

The Company was incorporated in Utah in 1907 under the name Croff Mining Company (“Croff”). The Company changed its name to Croff Oil Company in 1952 and in 1996 changed its name to Croff Enterprises, Inc. In the twenty (20) years prior to 2008, Croff’s operations consisted entirely of oil and natural gas production. Due to a spin-off of its operations in December 2007, Croff had no business operations or revenue source and had reduced its operations to a minimal level, although it continued to file reports required under the Securities Exchange Act of 1934. As a result of the spin-off, Croff was a “shell company” under the rules of the Securities and Exchange Commission (“SEC”).

On July 6, 2009, Croff entered into an Agreement and Plan of Reorganization (the “Agreement”) with AMHN Acquisition Corp., a newly formed Delaware corporation and wholly owned subsidiary of Croff (“Merger Sub”), America’s Minority Health Network, Inc., a Delaware corporation (“America’s Minority Health Network”) and the major shareholders of the America’s Minority Health Network (the “Major Shareholders”). The terms of the Agreement provide for (i) the transfer of 100% of the issued and

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outstanding shares of common stock of America's Minority Health Network in exchange for the issuance to the shareholders of America's Minority Health Network of an aggregate of 13,693,689 shares of common stock of Croff (the "Croff Common Stock") at a conversion ratio where one share of America's Minority Health Network is converted into 13,693.689 shares of Croff; (ii) the resignations of Croff's officers and directors prior to the consummation of the Agreement and the election and appointment of officers and directors as directed by America's Minority Health Network; and (iii) America's Minority Health Network to become a wholly owned subsidiary of Croff. A full description of the terms of the Agreement (the "Transaction") is set forth in the Agreement as filed as an exhibit to the Report on Form 8-K filed with the Securities and Exchange Commission on July 10, 2009.

On July 27, 2009, the Closing Date of the Transaction pursuant to the terms and conditions of the Agreement, Croff acquired 100% of the issued and outstanding shares of America's Minority Health Network in exchange for the issuance of an aggregate of 13,693,689 shares of Croff Common Stock. In accordance with the provisions of this triangulated merger, Merger Sub merged with and into America's Minority Health Network as of the Effective Date of the Agreement, as that term is defined therein. Upon consummation of the Agreement and all transactions contemplated therein, the separate existence of Merger Sub ceased, Croff became the surviving parent corporation, and America's Minority Health Network became its wholly owned subsidiary (the "Company's subsidiary"). As a result of the Transaction, Croff ceased being a shell company. The sole business of Croff became that of its operating subsidiary, America's Minority Health Network, Croff experienced a change in control and the former shareholders of America's Minority Health Network acquired control of the Company. For accounting purposes, the Transaction was treated as a reverse merger.

On September 11, 2009, the Company's Board of Directors approved an agreement with Global Arena Capital Corp. (the "Global Agreement") through which Global Arena Capital Corp. ("Global") would serve as the Company's exclusive placement agent in an attempt to raise up to five million dollars (\$5,000,000) through the offer and sale by the Company of its securities. Under a related private placement memorandum ("PPM"), the Company is offering twenty-five (25) units for the purchase price of two hundred thousand dollars (\$200,000) each. Each unit consists of 200,000 shares of the Company's Common Stock and a detachable, transferable Warrant to purchase 70,000 shares of the Company's Common Stock. The Warrant is exercisable in whole or in part during the five-year period following issuance at an exercise price of \$1.10 per share. The Warrant is subject to adjustment upon any recapitalization of the Company, the reclassification, subdivision or combination of the Company's Common Stock, the payment of stock dividends or distributions, and upon any merger or consolidation of the Company. The Common Stock and Warrant are subject to a Lock-Up Agreement which terminates twelve (12) months from the subscription date. After the expiration of the Lock-Up Agreement, the Warrant may be exercised on a cashless basis. The offering will be open for a period of sixty (60) days and may be extended for an additional sixty (60) days.

Upon execution of the Global Agreement, the Company agreed to pay a retainer to Global through the issuance of 76,075 Warrants exercisable for one cent (\$0.01) which represented one half of one percent (.50%) of the currently issued and outstanding shares of Common Stock of the Company. The Warrants have not yet been issued. The five-year Warrants will be non-redeemable and will contain provisions for proportional adjustments in the Warrants for dividends, distributions, subdivisions, combinations, mergers, consolidations, and sale of assets. As cash compensation, Global will receive fees at closing in an amount equal to ten percent (10%) of the gross amount of the Company's securities sold through the offering and a three percent (3%) non-accountable expense allowance.

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Upon the closing of the PPM, the Company shall sell to Global five-year Warrants for a purchase price of one cent (\$0.01) per Warrant, in an amount equal to ten percent (10%) of the amount of the same securities purchased by investors in the offering with an exercise price equal to the purchase price of the restricted securities paid by the investors in the offering. The five-year Warrants will be non-redeemable and will contain provisions for proportional adjustments in the Warrants for dividends, distributions, subdivisions, combinations, mergers, consolidations, and sale of assets. . Under the terms of the Warrants, if the Company is acquired or is the subject of a merger or other business combination, in exchange for the aforementioned Warrants, Global will receive an amount equal to ten percent (10%) of the cash or securities or other legal consideration received by the investors in this offering.

Use of proceeds from the offering will be used for capital expenditures to place viewing systems in an additional 900 locations and pay for content creation for one year. It will also be used for working capital including network maintenance, general and administrative expenses, professional services, and sales and marketing. As of this filing, no funds have been generated through the offering.

Neither the shares of Common Stock nor the Warrants issued under the offering have been registered under the Securities Act or the securities laws of any state, and such securities are being offered and sold in reliance on exemptions from the registration requirements of such laws, which depend in part, on the intent of the investors in the offering not to make a distribution of such securities.

On September 14, 2009, the Company changed its name to AMHN, Inc. Unless otherwise stated or unless the context otherwise requires, the description of our business set forth below is provided on a combined basis. The Company's office is located at 100 North First Street, Suite 104, Burbank, California 91502.

On September 23, 2009, the Company's Board of Directors approved the redomicile of the corporation from Utah to Nevada and the AMHN, Inc. 2009 Long Term Incentive Compensation Plan. Shareholders must approve both actions.

The Company's subsidiary is a place-based provider of digital video education for medical practices who primarily service minorities. Research has shown that due to socioeconomic and sociopolitical issues, African-Americans suffer from exceptionally high mortality and morbidity rates. Lack of proper healthcare education has been cited as one of the factors leading to higher health risks for the African-American community. The Company's subsidiary provides a digital platform to increase African-American health education awareness that can increase the longevity and well-being of African-American men and women, while providing relevant advertising of related products. The Company's subsidiary has created a viable solution to meet the needs of physicians who are constantly searching for ways to better inform their patients and for advertisers that are searching for ad space to communicate specific products to African-Americans.

The Company's subsidiary currently provides direct-to-consumer television programming across the United States to subscribing medical offices with a predominantly African-American patient base. Currently, 135 offices have subscribed to the service with one hundred (100) offices live and receiving programming. Our rollout plan calls for one thousand (1,000) subscribing locations in our first phase. Each month updated healthcare segments and relevant advertising are digitally delivered in high definition directly to waiting rooms filled with a well-defined African-American target audience. Medical office waiting rooms provide a captive audience with the typical presence of over 1,000 patients per month per location, where viewers are pre-disposed to watch and listen to the pertinent information offered.

The Company's Common Stock trades on the Over-the-Counter Bulletin Board under symbol "AMHN."

### **Recent Events**

On October 1, 2009, the Company's Board of Directors approved an Investor Relations Consulting Agreement with Alliance Advisors, LLC (the "Agreement"). The twelve-month Agreement calls for cash payments of \$5,000 per month for months 1-3, \$6,000 per month for months 4-6, and \$7,000 per month for the remaining six (6) months. In addition to the cash payments, the Agreement calls for the issuance of 125,000 restricted shares of the Company's Common Stock during the first thirty days of the Agreement with

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an additional 125,000 restricted shares of the Company's Common Stock after the successful completion of the first six (6) months of service. The Company issued the first 125,000 shares called for in the Agreement on October 20, 2009.

On October 7, 2009, the Company's subsidiary entered into a demand promissory note with Seatac Digital Resources, Inc., a strategic vendor and principal shareholder of the Company ("Seatac"), for \$100,000 (the "October Demand Note") with the first installment of \$50,000 paid on October 7, 2009 and the second installment of \$50,000 paid on October 22, 2009. The October Demand Note accrues interest at five percent (5%) per annum. Interest will be expensed and accrued as a current liability.

On November 1, 2009, Seatac provided a commitment for funding in the form of short term loans that in the aggregate amount up to \$500,000 to cover operations of the Company's subsidiary. Seatac previously provided a funding commitment for \$500,000 under which it has funded \$400,000 to date through short-term loans.

On November 4, 2009, the Company's subsidiary entered into a demand promissory note with Seatac for \$100,000 (the "November Demand Note"). The November Demand Note accrues interest at five percent (5%) per annum. This note is part of the \$400,000 already funded by Seatac on their first \$500,000 loan commitment.

On November 13, 2009, the Company relocated its principal offices to 100 North First Street, Suite 104, Burbank, California 91502 where it subleases 2,010 square feet of furnished office space. As a condition of the sublease, the Sublessor required that Seatac be listed as a co-Sublessee with the Company's subsidiary. The one-year and eleven and one-half month lease, expiring on October 31, 2011, was guaranteed by Seatac and calls for base lease payments of \$4,905 per month. The Company paid \$22,352 to cover a security deposit of \$14,800 and rent from November 26 through December 31, 2009. Rent expense, excluding taxes, by year for term of this sublease is as follows: 2009-\$7,357; 2010-\$58,859; and 2011-\$49,049.

### **Results of Operations**

The following discussion of our financial condition and results of operations should be read in conjunction with our financial statements, included herewith. This discussion should not be construed to imply that the results discussed herein will necessarily continue into the future, or that any conclusion reached herein will necessarily be indicative of actual operating results in the future. Such discussion represents only the best present assessment of our management.

### **Results for the period from inception (April 2, 2009) through September 30, 2009**

#### Revenues and Cost of Revenues

AMHN had no revenue or cost of revenues during the above referenced period.

#### Sales and Operating Expenses

AMHN's sales expenses consisted of travel expenses, attendance at selected conferences, and mailing expenses while our operating expenses consisted of costs associated with service and maintenance of the programming provided via broadband delivery to subscribing offices. Sales and operating expenses for the above referenced period were \$102,975.



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### General and Administration, Professional, and Consulting Expenses

AMHN's general and administrative expenses consisted of accounting and administrative costs, professional fees and other general corporate expenses. General and administrative expenses for the above referenced period were \$887,005.

### **Results for the three month period ending September 30, 2009**

#### Revenues and Cost of Revenues

AMHN had no revenue or cost of revenues during the above referenced period.

#### Sales and Operating Expenses

AMHN's sales expenses consisted of travel expenses, attendance at selected conferences, and mailing expenses while our operating expenses consisted of costs associated with service and maintenance of the programming provided via broadband delivery to subscribing offices. Sales and operating expenses for the above referenced period were \$91,559.

### General and Administration, Professional, and Consulting Expenses

AMHN's general and administrative expenses consisted of accounting and administrative costs, professional fees and other general corporate expenses. General and administrative expenses for the above referenced period were \$370,659.

#### Liquidity and Capital Resources

As of September 30, 2009, AMHN's cash balance was \$19,825. Outstanding debt as of September 30, 2009 totaled \$534,650 including \$300,700 in loans from related parties. The Company's working capital deficit as of September 30, 2009 was \$453,325.

The Company will need to raise additional capital to expand operations to the point at which the Company can achieve profitability. The terms of financing that may be raised may not be on terms acceptable by the Company. If adequate funds cannot be raised outside of the Company, the Company's current shareholders may need to contribute funds to sustain operations.

As further discussed in the "Recent Events" section herein, the Company received a second funding commitment letter for up to \$500,000 from Seatac. The Company has received \$400,000 under the previous funding commitment letter from Seatac, however the funding commitment letters are non-binding and there is no guarantee that the funds will be received by the Company. Should funding from both commitment letters be received by the Company, we would have sufficient financial resources to continue our business plan for an additional six (6) months.

As further discussed in the "Overview" section herein, the Company has engaged Global Arena Capital Corp. to serve as the Company's exclusive placement agent in an attempt to raise up to \$5,000,000 through the offer and sale of the Company's securities. There is no guarantee that the maximum amount offered under this offering, or any funds at all, will be raised. Should the funding be successful and all units be sold for the maximum offering amount of \$5,000,000, the Company would have sufficient financial resources to be able to place viewing systems in a total of 1,000 locations and be able to pay for content creation for one (1) year in addition to network maintenance, general and administrative expenses, professional services, and sales and marketing.

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

None.

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### **Item 3. Quantitative and Qualitative Disclosures about Market Risk**

Our Company is a smaller reporting company as defined by Rule 12b-2 of the Exchange Act, and as such, is not required to provide the information required under this item.

### **Item 4T. Controls and Procedures**

#### Disclosure Controls and Procedures

Disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports filed or submitted under the Securities Exchange Act of 1934 (the “Exchange Act”) is recorded, processed, summarized and reported, within the time period specified in the SEC’s rules and forms and is accumulated and communicated to Mr. Robert Cambridge, the Company’s Chief Executive Officer, as appropriate, in order to allow timely decisions in connection with required disclosure.

#### Evaluation of Disclosure Controls and Procedures

Mr. Cambridge, the Company’s Chief Executive Officer, and Donald R. Mastropietro, the Company’s Chief Financial Officer, have evaluated the effectiveness of the design and operation of our Company’s disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-15 under the Exchange Act) as of the end of the period covered by this quarterly report. Based on such evaluation, they concluded that the Company’s disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in reports that it files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms. During the most recently completed three-month period ending September 30, 2009, there has been no significant change in the Company’s internal control over financial reporting that has affected, or is reasonably likely to affect, the Company’s internal control over financial reporting.

#### Changes in Internal Controls

During the three months ended September 30, 2009, there were no significant changes in internal controls of the Company, or other factors that could significantly affect these controls subsequent to the date of their evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

## **PART II - OTHER INFORMATION**

### **Item 1. Legal Proceedings.**

None.

### **Item 1A. Risk Factors.**

There have been no material changes to the Risk Factors, which are described in more detail in our Form 8-K filed with the SEC on July 30, 2009. See also “Caution Regarding Forward Looking Statements” within this Form 10-Q.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

On July 27, 2009, as part of the acquisition of the Company's subsidiary, the Company:

- (i) Issued 2,035,146 shares of its Common Stock pursuant to a forward stock split on a basis of 3:1,
- (ii) Issued 13,693,689 shares of its Common Stock to the shareholders of America's Minority Health Network in exchange for 100% of their ownership in America's Minority Health Network, and
- (iii) Issued 403,802 shares of its Common Stock to a former shareholder of the Company issued in conjunction with the acquisition of America's Minority Health Network.

On September 25, 2009, the Company's board of directors approved the AMHN, Inc. 2009 Long Term Incentive Compensation Plan (the "Plan") containing one million shares that may be issued to provide financial incentives to employees, members of the Board, and advisers and consultants of the Company. The Plan must be ratified by the Company's shareholders prior to the next annual meeting of shareholders. In conjunction with approval of the Plan and after ratification of the Plan by the Company's shareholders, the Company's board of directors approved the granting of non-qualified stock options (the "Options") to officers and employees of the Company for an aggregate of 900,000 underlying shares. The exercise price of the Options will be fixed at \$0.30 per share with the underlying shares vesting at the rate of one-third on the date of the grant and one-third on each of the first and second anniversary dates of the grant. The Options expire five (5) years from the date that the Options are fully vested. None of these options have been issued as of September 30, 2009.

On September 11, 2009, the Company granted 76,075 warrants to purchase common stock of the Company (the "Warrants") for professional fees valued at \$22,138, which was included in accounts payable and accrued expense. It is anticipated that the Warrants will be issued in the fourth quarter of 2009. The valuation methodology used to determine the fair value of these Warrants was the Black-Scholes-Merton option-pricing model.

On September 28, 2009, the Company issued 450,000 shares of stock valued at \$112,500 in exchange for consulting services.

Included in accounts payable and accrued expenses are \$153,000 of accrued consulting services that are anticipated to be paid for by the issuance of 510,000 shares of common stock in the fourth quarter of 2009.

The 13,693,689 shares issued to the shareholders of America's Minority Health Network, the 403,802 shares issued to the former shareholder, and the 450,000 shares issued for consulting services were issued with a restrictive legend that the shares had not been registered under the Securities Act of 1933. Of the 2,035,146 shares issued pursuant to the aforementioned Forward Split, 1,316,200 shares were issued with a restrictive legend that the shares had not been registered under the Securities Act of 1933. The shares issued in exchange to the shareholders of America's Minority Health Network were issued pursuant to the exemption from registration provided by Regulation D of the Securities Act and Section 4(2) of the Securities Act.

**Item 3. Defaults upon Senior Securities.**

None.

**Item 4. Submission of Matters to a Vote of Security Holders.**

On September 14, 2009, a majority of the Company's shareholders voted to change the name of the Company from Croff Enterprises, Inc. to AMHN, Inc.

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### Item 5. Other Information.

None.

### Item 6. Exhibits.

<u>Exhibit No.</u>	<u>Date</u>	<u>Description</u>
3.1	September 14, 2009	Articles of Amendment to Articles of Incorporation (to change name to AMHN, Inc.)*
10.1	June 1, 2009	Promissory Note from America's Minority Health Network, Inc. to Seatac Digital Resources, Inc. for \$100,000*
10.2	July 21, 2009	Promissory Note from America's Minority Health Network, Inc. to Seatac Digital Resources, Inc. for \$100,000*
10.3	August 2, 2009	Promissory Note from America's Minority Health Network, Inc. to Seatac Digital Resources, Inc. for \$100,000*
10.4	September 11, 2009	Agreement with Global Arena Capital Corp.*
10.5	October 7, 2009	Promissory Note from America's Minority Health Network, Inc. to Seatac Digital Resources, Inc. for \$100,000*
10.6	November 1, 2009	Seatac Digital Resources, Inc. Funding Commitment*
10.7	November 4, 2009	Promissory Note from America's Minority Health Network, Inc. to Seatac Digital Resources, Inc. for \$100,000*
10.8	November 13, 2009	Standard Sublease with Peterson and Bradford, LLP*
31.1	November 16, 2009	Certification of Chief Executive Officer of Periodic Report pursuant to Rule 13a-14a and Rule 14d-14(a).*
31.2	November 16, 2009	Certification of Principal Financial Officer of Periodic Report pursuant to Rule 13a-14a and Rule 15d-14(a).*
32.1	November 16, 2009	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.*
32.2	November 16, 2009	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350.*

\* Filed herewith.

**SIGNATURES**

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

DATE: November 16, 2009

AMHN, INC.

By:                                 /s/ ROBERT CAMBRIDGE  
**Robert Cambridge**  
**Chief Executive Officer**

By:                                 /s/ DONALD R. MASTROPIETRO  
**Donald R. Mastropietro**  
**Chief Financial Officer**

State of Utah  
 DEPARTMENT OF COMMERCE  
 Division of Corporations & Commercial Code  
 Articles of Amendment to Articles of Incorporation (Profit)

RECEIVED  
 SEP 15 2009  
 Utah Div. Of Corp. & Comm. Code

File Number:

AMENDMENT

Pursuant to UCA §16-10a part 10, the individual named below causes this Amendment to the Articles of Incorporation to be delivered to the Utah Division of Corporations for filing, and states as follows:

1. The name of the corporation is: CROFF ENTERPRISES, INC.
2. The date the following amendment(s) was adopted: September 14, 2009
3. If changing the corporation name, the new name of the corporation is: AMHN, INC.
4. The text of each amendment adopted (include attachment if additional space needed):

The name of the corporation is hereby changed to AMHN, Inc.

5. If providing for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

- 
6. Indicate the manner in which the amendment(s) was adopted (mark only one):

- Adopted by Incorporators or Board of Directors – Shareholder action not required.
- Adopted by Shareholders – Number of votes cast for amendment was sufficient for approval.

7. Delayed effective date (if not to be effective upon filing) \_\_\_\_\_ (not to exceed 90 days)

Under penalties of perjury, I declare that this Amendment of Articles of Incorporation has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By: /s/ Robert Cambridge  
 Title: President  
 Date: September 14, 2009

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any Individual affiliated with the entity.

Mailing/Faxing Information: [www.corporations.utah.gov/contactus.html](http://www.corporations.utah.gov/contactus.html) Division's Website: [www.corporations.utah.gov](http://www.corporations.utah.gov)

State of Utah  
 Department of Commerce  
 Division of Corporations and Commercial Code

I hereby certified that the foregoing has been filed  
 And approved on this 15 day of Sep 2009  
 In this office of this Division and hereby issued this Certificate  
 thereof.

Examiner Swansom Date 9-16-09



Kathy Berg  
 \_\_\_\_\_  
 Kathy Berg  
 Division Director

**Promissory Note**

On this date of June 1, 2009, in return for valuable consideration received, the undersigned borrower promises to pay to Seatac Digital Resources, Inc., the "Lender", the sum of One-Hundred Thousand Dollars (\$100,000.00), together with interest thereon at the rate of five percent (5%) percent per annum.

**Payable On Demand:** The entire unpaid principal and accrued interest thereon, if any, shall become immediately due and payable on demand by the holder of this Note.

**Default** - In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

**Acceleration of Debt** - In the event that the borrower fails to make any payment due under the terms of this Note, or breach any condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this Note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note.

**Modification** - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**Transfer of the Note** - The borrowers hereby waive any notice of the transfer of this Note by the Lender or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

**Severability of Provisions** - In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

**Choice of Law** - All terms and conditions of this Note shall be interpreted under the laws of The State of California.

Dated: June 1, 2009

/s/ Donald R. Mastropietro

\_\_\_\_\_  
America's Minority Health Network, Inc.  
Borrower

**Promissory Note**

On this date of July 21, 2009, in return for valuable consideration received, the undersigned borrower promises to pay to Seatac Digital Resources, Inc., the "Lender", the sum of One-Hundred Thousand Dollars (\$100,000.00), together with interest thereon at the rate of five percent (5%) percent per annum.

**Payable On Demand:** The entire unpaid principal and accrued interest thereon, if any, shall become immediately due and payable on demand by the holder of this Note.

**Default** - In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

**Acceleration of Debt** - In the event that the borrower fails to make any payment due under the terms of this Note, or breach any condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this Note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note.

**Modification** - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**Transfer of the Note** - The borrowers hereby waive any notice of the transfer of this Note by the Lender or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

**Severability of Provisions** - In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

**Choice of Law** - All terms and conditions of this Note shall be interpreted under the laws of The State of California.

Dated: July 21, 2009

/s/ Donald R. Mastropietro

\_\_\_\_\_  
America's Minority Health Network, Inc.  
Borrower



**Promissory Note**

On this date of August 2, 2009, in return for valuable consideration received, the undersigned borrower promises to pay to Seatac Digital Resources, Inc., the "Lender", the sum of One-Hundred Thousand Dollars (\$100,000.00), together with interest thereon at the rate of five percent (5%) percent per annum.

**Payable On Demand:** The entire unpaid principal and accrued interest thereon, if any, shall become immediately due and payable on demand by the holder of this Note.

**Default** - In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

**Acceleration of Debt** - In the event that the borrower fails to make any payment due under the terms of this Note, or breach any condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this Note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note.

**Modification** - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**Transfer of the Note** - The borrowers hereby waive any notice of the transfer of this Note by the Lender or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

**Severability of Provisions** - In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

**Choice of Law** - All terms and conditions of this Note shall be interpreted under the laws of The State of California.

Dated: August 2, 2009

/s/ Donald R. Mastropietro

\_\_\_\_\_  
America's Minority Health Network, Inc.  
Borrower

**Global Arena Capital Corp.**

708 Third Avenue  
NEW YORK, NY 10017

FINRA  
(212) 508-4700  
SIPC  
(212) 508-4700

TELEPHONE:

FAX:

**Croff Enterprises, Inc. (America's Minority Health Network, Inc)****AGREEMENT**

This will confirm our understanding and agreement (the "Agreement") by signature below, prior to September 16th, 2009, between **Croff Enterprises, Inc.** (the "Company"), with its principal place of business at 345 North Maple Drive, Ste. 208, Beverly Hills, Calif., 90210, and Global Arena Capital Corp. ("GAC"), with its principal place of business at 708 Third Ave., New York, N.Y. 10017.

The parties agree as follows:

**1. Appointment as Exclusive Representative**

(a) The Company hereby appoints GAC as its exclusive representative in order to attempt to raise approximately \$5,000,000 for the Company through the offer and sale by the Company of its unregistered, or unregistered convertible, securities to investors, in an offering not to be registered with the Securities and Exchange Commission or the securities commission of any state. The sum of money and a description of the unregistered securities of the Company to be offered and sold as contemplated by this Agreement will be generally set forth in a schedule containing the exact sum and the particulars of the unregistered securities and will be more completely defined in documentation to be executed by the Company and the investors.

(b) GAC hereby accepts such appointment and agrees to use its best efforts to raise the funds contemplated by this Agreement for the Company, subject to the provisions and conditions of this Agreement; provided, however, that nothing in this Agreement or otherwise shall be deemed a guaranty or warranty that the Representative will be able to raise any money for the Company. Such appointment shall be subject to GAC's Commitment Committee's continuing approval.

**2. Company's Duties**

(a) The Company, with the assistance of GAC, shall prepare a Term Sheet or the like, a Private Placement Memorandum, if needed, and such other documents as may be necessary for the non-public offering and sale by the Company of its unregistered securities, as contemplated by paragraph 1 of this Agreement, and the Company shall comply with all federal and state securities laws applicable to the Company's offer and sale of such restricted securities.

(b) The Company agrees to provide to GAC, among other things, all information requested or required by GAC, or a potential investor, including, but not limited to, information concerning historical and projected financial results and possible and known litigations, environmental and other contingent liabilities of the Company. The Company also agrees to make available to GAC such representatives of the Company, including, among others, directors, officers, employees, outside counsel and independent certified public accountants, as GAC may reasonably request.

The Company will promptly advise GAC of any material changes in its business, finances or shareholdings. The Company represents that all information made available to GAC by the Company, including, without limiting the generality of the foregoing, any descriptive memorandum or other information materials prepared by or approved by the Company, will be complete and correct in all material respects and will not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. In rendering its services hereunder, GAC will be using and relying primarily on such information without independent verification thereof or independent appraisal of any of the Company's assets. GAC does not assume responsibility for the accuracy or completeness of the information to which reference is made above.

(c) The Company agrees to immediately advise GAC of any facts or circumstances, which could have a material effect, whether adverse or positive, on the Company's financial condition, business or prospects.

### 3. **Compensation to GAC**

(a) If the Company shall sell any of its restricted convertible securities ("restricted securities") during the term of this Agreement or within eighteen months after the term of this Agreement to any investor(s) introduced by GAC to the Company, as defined in Section 10 below, or contacted by GAC during the term or this Agreement, the Company shall pay, or issue to, GAC the compensation described below:

(i) In cash, as proceeds from the sale of such restricted securities are received by the Company, at the closing (or closings), an amount equivalent to 10% of the gross amount of the unregistered securities of the Company sold by the Company to investors, as contemplated by this Agreement.

(ii) In cash a 3% non-accountable expense allowance, as proceeds from the sale of such restricted securities are received by the Company at the closing (or closings).

(iii) At the closing (or closings), the Company shall sell to GAC, for a purchase price of \$.01 (one cent) per warrant, warrants exercisable for a period of five years to purchase 10% of the amount of the same securities purchased by investors in this offering with an exercise price equal to the purchase price of the restricted securities paid by the investors in this offering. Said warrants shall have net exercise provisions, typical anti-dilution provisions, and shall be non-redeemable. If the Company is acquired or the subject of a merger or other business combination, in exchange for the aforementioned warrants, GAC shall receive an amount equal to 10% of the cash or securities or other Legal Consideration (as defined in Exhibit "A"), received by the investors in this offering.

4. **Preliminary Due Diligence Expenses**

As a retainer, the Company, upon execution of this Agreement, shall issue to GAC, Warrants exercisable for \$.01 (one cent) representing .50% (one half of one percent) of the currently issued and outstanding stock of the Company. Said warrants shall have net exercise provisions, typical anti-dilution provisions, shall be non-redeemable and shall be exercisable for 5 years.

5. **Reimbursement of Out of Pocket Expenses**

The Company will reimburse GAC promptly for all reasonable out-of-pocket expenses including GAC's legal fees, provided however, that any individual expense item, other than legal fees, which exceeds one thousand dollars (\$1,000) shall be approved in advance, in writing, by the Company. Expenses, excluding legal fees, shall not exceed \$5,000 in the aggregate without the prior approval of the Company. The Company shall pay the third-party Closing Escrow Agent (of GAC's choosing) fee directly to the Escrow Agent. Such fee shall not exceed \$5,000 and shall cover all closings, closing documents and memorialisation.

6. **GAC's Duties**

(a) Use its best efforts to offer and sell the Company's unregistered securities, as contemplated by this Agreement; provided, however, that nothing in this Agreement or otherwise shall be deemed a guaranty or warranty by GAC that it will be successful in raising any money for the Company.

(b) Devote such time as may be reasonably necessary for the purpose of performing its best efforts to successfully offer and sell the Company's restricted securities, as contemplated by this Agreement.

7. **Copies of Contract, etc.**

After execution of any contract or contracts between the Company and investors who are to be purchasers of the Company's restricted securities, the Company shall promptly provide to GAC a copy of such contract and, thereafter, any and all amendments thereto.

8. **Term of Agreement**

This Agreement shall be for a period of four months (4) months from the signing of this agreement unless sooner terminated or extended by mutual consent between the Company and GAC.

9. **Future Financings: Investment Banking Services**

Upon the closing of this Placement, provided the minimum funds contemplated by this Agreement are raised, the Company agrees that GAC shall have the right to be the Company's exclusive Investment Banker for the next two (2) years following the

closing with respect to all future financing involving the private or public sale of securities by the Company or the sale of securities convertible into stock of the Company ("Future Company Financings") or services involving the sale of the Company or acquisitions of other companies or entities by the Company.

10. **Merger or Acquisition Services**

(a) If during the marketing period of the offering for sale of the company's unregistered securities, or for a period of 12 months thereafter, a merger or acquisition, or sale opportunity for the Company arises, with the Company being either the acquirer or the target, GAC as the Company's Exclusive Financial Advisor shall be retained to advise the Company. Fees to GAC shall be three percent (3%) of the first ten million dollars of "Legal Consideration" (as defined in Exhibit A), and two percent (2%) of all Legal Consideration amounts above ten million dollars. All amounts payable pursuant to this paragraph 10 hereof are due and payable to GAC, in cash or by certified check, at the closing or closings of any Transaction.

(b) In the event GAC introduces to the company any party who came to know the company through an introduction as described in this agreement, then this provision shall also continue to remain in effect after the termination of this agreement regarding any of the above mentioned transactions occurring within an eighteen (18) months period after the termination.

Introduction as used herein; means direct referral of the third party to the Company by GAC or any third party learning of the Company through the delivery of a Term Sheet, private placement memorandum or other documents by GAC or its agent, or receipt or review by any other means.

11. **No Employment Contract**

Nothing contained in this Agreement shall be construed to constitute GAC as a partner, employee, or agent of the Company, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible for its own actions.

12. **Indemnification**

The Company agrees to indemnify and hold GAC and its current and future affiliates, control persons, directors, officers, employees and agents (each an "Indemnified Person") harmless from and against all losses, claims, damages, liabilities, costs or expenses, including those resulting from any threatened or pending investigation, action, proceeding or dispute whether or not GAC or any such other Indemnified Person is a party to such investigation, action, proceeding or dispute, arising out of GAC entering into or performing services under this Agreement or arising out of any matter referred to in this Agreement. This indemnity shall also include GAC and/or any such other Indemnified Person's reasonable attorneys and accountants' fees and out-of-pocket expenses incurred in, and the cost of GAC personnel whose time is spent in connection with, such investigations, actions, proceedings or disputes which fees, expenses and costs shall be periodically reimbursed to GAC and/or to any such other Indemnified Person by the Company as they are incurred; provided, however, that the indemnity herein set forth shall not apply where a court of competent jurisdiction has made a final determination that GAC acted in a grossly negligent manner or engaged in willful misconduct in the

performance of its services hereunder which gave rise to the loss, claim, damage, liability, cost or expense sought to be recovered hereunder (not pending any such final determination the indemnification and reimbursement provisions herein above set forth shall apply and the Company shall perform its obligations hereunder to reimburse GAC and/or each such other Indemnified Person periodically for its, his or their fees, expenses and costs as they are incurred). The Company also agrees that neither GAC nor any other Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with any act or omission to act by GAC as a result of its engagement under this Agreement except for any such liability for losses, claims, damages, liabilities or expenses incurred by the Company that is found in a final determination by a court of competent jurisdiction to have resulted from GAC's gross negligence or willful misconduct.

If for any reason, the foregoing indemnification is unavailable to GAC or any such other Indemnified Person or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by GAC or any such other Indemnified Person as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Company and its shareholders on the one hand and GAC or any such other Indemnified Person on the other hand, but also the relative fault of the Company and GAC or any such other Indemnified Person, as well as any relevant equitable considerations: provided that in no event will the aggregate contribution by GAC and any such other Indemnified Person hereunder exceed the amount of fees actually received by GAC pursuant to this Agreement. The reimbursement, indemnity and contribution obligations of the Company hereinabove set forth shall be in addition to any liability which the Company may otherwise have and these obligations and the other provisions hereinabove set forth shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, GAC and any other Indemnified Person.

13. **Coordination of Efforts and Exclusivity**

In order to coordinate the efforts of both GAC and the Company, and to maximize the possibility of completing a satisfactory transaction during the term of this Agreement, GAC shall have the exclusive authority to initiate discussions with potential investors. In the event the Company, its directors, officers, employees or shareholders receive any inquiries or conduct any discussions concerning the availability of the Company's securities for purchase, such inquiries and discussions shall be promptly referred to GAC.

14. **Entire Contract**

This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth, or referred to, herein.

15. **Compliance with Applicable Law**

The Company and GAC each agree that it will inquire of the laws applicable to the performance of its obligations hereunder, and each agrees to abide by and comply with those laws.

16. **Dispute Resolution; Attorney Fees**

(a) The Company and GAC each hereby irrevocably submits to the jurisdiction of any New York State or Federal court sitting in New York County over any action or proceeding arising out of or relating to this Agreement and the Company and GAC each hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. The Company and GAC each hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The Company and GAC each agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) The prevailing party in any legal proceeding shall be entitled to reimbursement for all legal expenses in connection therewith, including its attorney fees.

17. **Notices**

All notice or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the Company or GAC, to their respective addresses set forth at the beginning of this Agreement. Any notices to GAC shall be sent Attn: Averell Satloff, Managing Director. Any notices sent to the Company shall be sent Attn: Mr. Bob Cambridge, CEO.

18. **Non-Waiver**

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

19. **Headings**

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. **Governing Law**

This Agreement shall be construed in accordance with, and governed by, the procedural and substantive laws of the State of New York, without giving effect to conflict of law principles.

21. **Counterparts**

This Agreement may be executed in one or more counterparts, all of which shall constitute one agreement.

22. **Binding Effect**

The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

23. **Due Authority**

The Company and GAC each represents to the other that it has due authority to enter into this Agreement and that the officer executing this agreement has full authority to do so.

24. **Survival**

Paragraphs 9, 10(a), 12, 16, 20, and the contents contained therein are meant to survive the termination of this Agreement.

**Global Arena Capital Corp.**

By: /s/ Averell Satloff

Averell Satloff, Managing Director

Head of Investment Banking

Dated: September 11, 2009

**Croff Enterprises, Inc. (America's Minority Health Network, Inc)**

Agreed and Accepted by:

By: /s/ Bob Cambridge

Bob Cambridge

Dated: September 11, 2009



**Promissory Note**

On this date of October 7, 2009, in return for valuable consideration received, the undersigned borrower promises to pay to Seatac Digital Resources, Inc., the "Lender", the sum of One-Hundred Thousand Dollars (\$100,000.00), together with interest thereon at the rate of five percent (5%) percent per annum.

**Payable On Demand:** The entire unpaid principal and accrued interest thereon, if any, shall become immediately due and payable on demand by the holder of this Note.

**Default** - In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

**Acceleration of Debt** - In the event that the borrower fails to make any payment due under the terms of this Note, or breach any condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this Note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note.

**Modification** - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**Transfer of the Note** - The borrowers hereby waive any notice of the transfer of this Note by the Lender or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

**Severability of Provisions** - In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

**Choice of Law** - All terms and conditions of this Note shall be interpreted under the laws of The State of California.

Dated: October 7, 2009

/s/ Robert Cambridge

\_\_\_\_\_  
America's Minority Health Network, Inc.  
Borrower

Seatac Digital Resources, Inc.

November 1, 2009

Sky Kelley, President  
America's Minority Health Network, Inc.  
345 North Maple Drive, Suite 208  
Beverly Hills, California 90210

Re: Short term funding assurance

Dear Sky:

SEATAC, as a principal shareholder in AMHN, Inc. and a primary vendor of America's Minority Health Network, Inc., a wholly owned subsidiary of AMHN, Inc., acknowledges that AMHN, Inc. is in the process of raising investment capital for the expansion of America's Minority Health Network, Inc. Although expanding rapidly as it executes on its business plan, America's Minority Health Network, Inc. has no material cash resources as of this date.

To assure that America's Minority Health Network, Inc. has adequate day to day operating capital over the next six months, we at SEATAC are committed to loan America's Minority Health Network, Inc. up to an additional five hundred thousand dollars (\$500,000) on an "as needed basis" in the form of a second bridge loan.

Sincerely,

SEATAC DIGITAL RESOURCES, INC.

/s/ Robin Tjon

\_\_\_\_\_  
Robin Tjon  
President

555 H St., Suite H, Eureka, CA 95501 — 707-444-6619 — FAX 707-444-6619

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**Modification** - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**Transfer of the Note** - The borrowers hereby waive any notice of the transfer of this Note by the Lender or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

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**Choice of Law** - All terms and conditions of this Note shall be interpreted under the laws of The State of California.

Dated: October 7, 2009

/s/ Robert Cambridge

\_\_\_\_\_  
America's Minority Health Network, Inc.

Borrower



## STANDARD SUBLEASE

(Short-form to be used with post 1995 AIREA leases)

(NOTE: DO NOT USE IF LESS THAN ENTIRE PREMISES ARE BEING SUBLET. FOR SITUATIONS WHERE THE PREMISES ARE TO BE OCCUPIED BY MORE THAN ONE TENANT OR SUBTENANT USE THE "STANDARD SUBLEASE--MULTI-TENANT" FORM)

**1. Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Sublease ("Sublease"), dated for reference purposes only November 6, 2009, is made by and between Peterson & Bradford, LLP

\_\_\_\_\_ ("Sublessor") and  
Seatac Digital Resources, Inc. and America's Minority Health Network, Inc.

\_\_\_\_\_ ("Sublessee"),  
(collectively the "Parties", or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein, and commonly known by the street address of 100 North First Street, Suite 104 located in the County of Los Angeles, State of California and generally described as (describe briefly the nature of the property) an Office Building

\_\_\_\_\_ ("Premises").

1.3 **Term:** One (1) years and 11 1/2 months commencing November 16, 2009 ("Commencement Date") and ending October 31, 2011 ("Expiration Date").

1.4 **Early Possession:** November 13, 2009 ("Early Possession Date").

1.5 **Base Rent:** \$ 4,904.90 per month ("Base Rent"), payable on the first day of each month commencing

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** \$ 7,357.35 for the period November 16, 2009 through December 31, 2009

(b) **Security Deposit:** \$ 14,800.00 ("Security Deposit").

(c) **Association Fees:** \$ \_\_\_\_\_ for the period

(d) **Other:** \$ 195.00 for parking from November 16, 2009 through December 31, 2009.

(e) **Total Due Upon Execution of this Lease:** \$ 22,352.35

1.7 **Agreed Use:** The Premises shall be used and occupied only for General office.

and for no other purposes.

1.8 **Real Estate Brokers:**

(a) **Representation:** The following real estate brokers ( the "Brokers") and brokerage relationships exist in this

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INITIALS

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transaction (check applicable boxes):

Gem Realty \_\_\_\_\_ represents Sublessor exclusively ("Sublessor's Broker");

Tifanie Jodeh \_\_\_\_\_ represents Sublessee exclusively ("Sublessee's Broker"); or

\_\_\_\_\_ represents both Sublessor and Sublessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Sublease by both Parties, Sublessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of \_\_\_\_\_ or six percent (6%) % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.9 **Guarantor.** The obligations of the Sublessee under this Sublease shall be guaranteed by \_\_\_\_\_

(“Guarantor”).

1.10 **Attachments.** Attached hereto are the following, all of which constitute a part of this Sublease:

an Addendum consisting of Paragraphs \_\_\_\_\_ through \_\_\_\_\_;

a plot plan depicting the Premises;

a Work Letter;

a copy of the master lease and any and all amendments to such lease (collectively the "Master Lease"); Exhibit A.

other (specify): \_\_\_\_\_

2. **Premises.**

2.1 **Letting.** Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Sublease. Unless otherwise provided herein, any statement of size set forth in this Sublease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. **Note: Sublessee is advised to verify the actual size prior to executing this Sublease.**

2.2 **Condition.** Sublessor shall deliver the Premises to Sublessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and any items which the Sublessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Sublessee, shall be in good operating condition on said date. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Sublessor shall, as Sublessor's sole obligation with respect to such matter, except as otherwise provided in this Sublease, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Sublessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements. If Sublessee does not give Sublessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Sublessee at Sublessee's sole cost and expense.

2.3 **Compliance.** Sublessor warrants that any improvements, alterations or utility installations made or installed by or on behalf of Sublessor to or on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances ("Applicable Requirements") in effect on the date that they were made or installed. Sublessor makes no warranty as to the use to which Sublessee will put the Premises or to modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Sublessee's use. **NOTE: Sublessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Sublessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Sublessor shall, except as otherwise provided, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, rectify the same.

2.4 **Acknowledgements.** Sublessee acknowledges that: (a) it has been advised by Sublessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for

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Sublessee's intended use, (b) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and (c) neither Sublessor, Sublessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Sublessee's ability to honor the Sublease or suitability to occupy the Premises, and (ii) it is Sublessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Americans with Disabilities Act.** In the event that as a result of Sublessee's use, or intended use, of the Premises the Americans with Disabilities Act or any similar law requires modifications or the construction or installation of improvements in or to the Premises, Building, Project and/or Common Areas, the Parties agree that such modifications, construction or improvements shall be made at:  Sublessor's expense  Sublessee's expense.

3. **Possession.**

3.1 **Early Possession.** If Sublessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Sublease (including but not limited to the obligations to pay Sublessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.2 **Delay in Commencement.** Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the Commencement Date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in Paragraph 3.3 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

3.3 **Sublessee Compliance.** Sublessor shall not be required to tender possession of the Premises to Sublessee until Sublessee complies with its obligation to provide evidence of insurance. Pending delivery of such evidence, Sublessee shall be required to perform all of its obligations under this Sublease from and after the Start Date, including the payment of Rent, notwithstanding Sublessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Sublessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Sublessor may elect to withhold possession until such conditions are satisfied.

4. **Rent and Other Charges.**

4.1 **Rent Defined.** All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

4.2 **Utilities.** Sublessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon as per the Master Lease.

5. **Security Deposit.** The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in Paragraph 5 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

6. **Master Lease.**

6.1 Sublessor is the lessee of the Premises by virtue of the "Master Lease", wherein AEX Properties L. P., a California limited partnership is the lessor, hereinafter the "Master Lessor".

6.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

6.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

6.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of

Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease except for the following paragraphs which are excluded therefrom: \_\_\_\_\_

6.5 The obligations that Sublessee has assumed under paragraph 6.4 hereof are hereinafter referred to as the "Sublessee's Assumed Obligations". The obligations that sublessee has not assumed under paragraph 6.4 hereof are hereinafter referred to as the "Sublessor's Remaining Obligations".

6.6 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

6.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

6.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any Party to the Master Lease.

**7. Assignment of Sublease and Default.**

7.1 Sublessor hereby assigns and transfers to Master Lessor Sublessor's interest in this Sublease, subject however to the provisions of Paragraph 8.2 hereof.

7.2 Master Lessor, by executing this document, agrees that until a Default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor shall Default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. In the event, however, that the amount collected by Master Lessor exceeds Sublessor's obligations any such excess shall be refunded to Sublessor. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

7.3 Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such Default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

7.4 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

**8. Consent of Master Lessor.**

8.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within 10 days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

8.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties then neither this Sublease, nor the Master Lessor's consent, shall be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

8.3 In the event that Master Lessor does give such consent then:

(a) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of Rent by Master Lessor from Sublessee or any one else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any Default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or any one else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall Default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to atton to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other Defaults of the Sublessor under the Sublease.

(g) Unless directly contradicted by other provisions of this Sublease, the consent of Master Lessor to this Sublease shall not constitute an agreement to allow Sublessee to exercise any options which may have been granted to Sublessor in the Master Lease (see Paragraph 39.2 of the Master Lease).

8.4 The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

8.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no Default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

8.6 In the event that Sublessor Defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any Default of Sublessor described in any notice of default within ten days after service of such notice of default on Sublessee. If such Default is cured by Sublessee then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

9. **Additional Brokers Commissions.**

~~9.1 Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substantially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Premises, or to lease or purchase adjacent property which Sublessor may own or in which Sublessor has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph is limited to a transaction in which Sublessor is acting as a Sublessor, lessor or seller.~~

~~9.2 Master Lessor agrees that if Sublessee shall exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises or any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Premises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee, in each, in accordance with the schedule of Broker in effect at the time of the execution of this Sublease.~~

~~9.3 Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.~~

~~9.4 Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this Paragraph 9. Broker shall be deemed to be a third-party beneficiary of this paragraph 9.~~

10. **Representations and Indemnities of Broker Relationships.** The Parties each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Sublease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Sublessee and Sublessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

11. **Attorney's fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal



thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Sublessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

12. **No Prior or Other Agreements; Broker Disclaimer.** This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Sublessor and Sublessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Sublease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Sublessor or Sublessee under this Sublease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Sublease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

13. **Tenant Improvement/Furniture:** The Premises shall be taken in an "as is" condition. Sublessee shall have the right to use the existing furniture during the Term as per Exhibit B. Sublessor shall remove the two (2) desks in the bullpen area and office furniture in one office.

14. **Parking:** Sublessee shall rent two (2) unreserved parking spaces in the Building parking lot a monthly cost of \$65.00 per parking space. Parking shall be prepaid monthly on the first day of each month.

15. **Security Deposit:** In the event that Sublessee is not in default of this Sublease and has made all Rent payments on time, then Sublessor shall credit \$7,000.00 of the Security Deposit toward the thirteenth month's Rent.

**ATTENTION:** NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS SUBLEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS SUBLEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR SUBLESSEE'S INTENDED USE.

**WARNING:** IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE SUBLEASE MAY NEED TO BE REVISED TO COMPLY WITH LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED

Executed at: Burbank, CA Executed at: \_\_\_\_\_  
On: November , 2009 On: November , 2009

By Sublessor: \_\_\_\_\_ By Sublessee: Seatac Digital Resources, Inc. and America'

INITIALS

INITIALS

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

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

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 100 North First Street, Suite 300  
Burbank, CA 91502  
Telephone: (818) 562-5800  
Facsimile: ( ) \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

**BROKER:**

**BROKER:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

Consent to the above Sublease is hereby given.

Executed at: \_\_\_\_\_  
On: \_\_\_\_\_

Executed at: \_\_\_\_\_  
On: \_\_\_\_\_

**By Master Lessor:**

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

**By Guarantor(s):**

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Address: \_\_\_\_\_

Title: \_\_\_\_\_  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 8th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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INITIALS

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INITIALS

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FORM SBS-3-8/06E

CERTIFICATION PURSUANT TO  
SECTION 302 OF  
THE SARBANES-OXLEY ACT OF 2002

I, Robert Cambridge, certify that:

- (1) I have reviewed this quarterly report on Form 10-Q of AMHN, Inc.;
- (2) Based on my knowledge, this 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 report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this 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 report;
- (4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) 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 our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our 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
  - (d) 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 officer(s) 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):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control 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.

November 16, 2009

/s/ Robert Cambridge  
Robert Cambridge  
Chief Executive Officer

CERTIFICATION PURSUANT TO  
SECTION 302 OF  
THE SARBANES-OXLEY ACT OF 2002

I, Donald R. Mastropietro, certify that:

- (1) I have reviewed this quarterly report on Form 10-Q of AMHN, Inc.;
- (2) Based on my knowledge, this 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 report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this 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 report;
- (4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) 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 our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our 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
  - (d) 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 officer(s) 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):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control 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.

November 16, 2009

/s/ Donald R. Mastropietro

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Donald R. Mastropietro  
Chief Financial Officer

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of AMHN, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2009 as filed with the Securities and Exchange Commission on November 16, 2009 (the "Report"), I, Robert Cambridge, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Robert Cambridge

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Robert Cambridge  
Chief Executive Officer  
November 16, 2009

A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of AMHN, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2009 as filed with the Securities and Exchange Commission on November 16, 2009 (the "Report"), I, Donald R. Mastropietro, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Donald R. Mastropietro

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Donald R. Mastropietro  
Chief Financial Officer  
November 16, 2009

A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.