

---

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

**Form S-1**  
**REGISTRATION STATEMENT**  
**Under**  
**THE SECURITIES ACT OF 1933**  
**BERRY ONLY INC.**  
(Name of small business issuer in its charter)

<b>Nevada</b> (State or other jurisdiction of incorporation or organization)	<b>2842</b> (Primary Standard Industrial Classification Code Number)	<b>99-0360497</b> (I.R.S. Employer Identification No.)
--	--	--

**722B Kingston Rd, Toronto, Ontario, M4E 1R7, Canada**  
**(647) 283-3152**

(Address and telephone number of principal executive offices)

**722B Kingston Rd, Toronto, Ontario, M4E 1R7, Canada**  
(Address of principal place of business or intended place of business)

**Nevada Agency and Trust Company**  
**50 West Liberty Street, Suite 880, Reno, Nevada 89501**  
**(775) 322-0626**

(Name, address and telephone number of agent for service)

**With copies to:**  
**Karen A. Batcher, Esq**  
**Synergen Law Group, APC**  
**819 Anchorage Place, Suite 28**  
**Chula Vista, CA 91914**  
**Tel: (619) 475-7882**  
**Fax: (619) 512-5184**

**Approximate date of commencement of proposed sale to public:**  
**As soon as practical after the effective date of this Registration Statement.**

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

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

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

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

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

Large accelerated filer       Accelerated Filer       Non-accelerated filer       Smaller Reporting Company

---

**CALCULATION OF REGISTRATION FEE**

<u>TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED</u>	<u>AMOUNT TO BE REGISTERED</u>	<u>PROPOSED MAXIMUM OFFERING PRICE PER SHARE (1)</u>	<u>PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)</u>	<u>AMOUNT OF REGISTRATION FEE (1)</u>
Common Stock	2,950,000 shares	\$ 0.01	\$ 29,500	\$ 2.10

- (1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(a) under the Securities Act of 1933, as amended.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REREGISTRATION SHALL BECOME EFFECTIVE ON SUCH A DATE AS THE COMMISSION, ACTING PURSUANT TO SECTION 8(a), MAY DETERMINE.

---

**SUBJECT TO COMPLETION, Dated August 17, 2010**

**PROSPECTUS  
BERRY ONLY INC.  
2,950,000 SHARES  
COMMON STOCK**

The selling shareholders named in this prospectus are offering the 2,950,000 shares of our common stock offered through this prospectus. The 2,950,000 shares offered by the selling shareholders represent 49.58% of the total outstanding shares as of the date of this prospectus. We will not receive any proceeds from this offering. We have set an offering price for these securities of \$0.01 per share of our common stock offered through this prospectus.

	Offering Price	Underwriting Discounts and Commissions	Proceeds to Selling Shareholders
Per Share	\$ 0.01	None	\$ 0.01
Total	\$ 29,500	None	\$ 29,500

Our common stock is presently not traded on any market or securities exchange. The sales price to the public is fixed at 0.01 per share until such time as the shares of our common stock are traded on the NASD Over-The-Counter Bulletin Board electronic quotation service. Although we intend to apply for trading of our common stock on the NASD Over-The-Counter Bulletin Board electronic quotation service, public trading of our common stock may never materialize. If our common stock becomes traded on the NASD Over-The-Counter Bulletin Board electronic quotation service, then the sale price to the public will vary according to prevailing market prices or privately negotiated prices by the selling shareholders.

**The purchase of the securities offered through this prospectus involves a high degree of risk. See section of this Prospectus entitled “Risk Factors.”**

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

The Date of This Prospectus Is: August 17, 2010

## Table of Contents

	<b>Page</b>
<a href="#">Summary</a>	3
<a href="#">Risk Factors</a>	4
<a href="#">Forward-Looking Statements</a>	8
<a href="#">Use of Proceeds</a>	8
<a href="#">Determination of Offering Price</a>	8
<a href="#">Dilution</a>	9
<a href="#">Selling Shareholders</a>	9
<a href="#">Plan of Distribution</a>	10
<a href="#">Description of Securities</a>	12
<a href="#">Interest of Named Experts and Counsel</a>	13
<a href="#">Description of Business</a>	14
<a href="#">Legal Proceedings</a>	24
<a href="#">Market for Common Equity and Related Stockholder Matters</a>	24
<a href="#">Financial Statements</a>	27
<a href="#">Plan of Operations</a>	38
<a href="#">Changes in and Disagreements with Accountants</a>	39
<a href="#">Directors, Executive Officers, Promoters and Control Persons</a>	40
<a href="#">Executive Compensation</a>	40
<a href="#">Security Ownership of Certain Beneficial Owners and Management</a>	43
<a href="#">Disclosure of Commission Position of Indemnification for Securities Act Liabilities</a>	43
<a href="#">Certain Relationships and Related Transactions</a>	44
<a href="#">Available Information</a>	44
<a href="#">Dealer Prospectus Delivery Obligation</a>	44
<a href="#">Other Expenses of Issuance and Distribution</a>	45
<a href="#">Indemnification of Directors and Officers</a>	45
<a href="#">Recent Sales of Unregistered Securities</a>	46
<a href="#">Table of Exhibits</a>	47
<a href="#">Undertakings</a>	47
<a href="#">Signatures</a>	49

## Summary

As used in this prospectus, unless the context otherwise requires, “we”, “us”, “our” or “Berry Only” refers to Berry Only Inc. All dollar amounts in this prospectus are in U.S. dollars unless otherwise stated. The following summary is not complete and does not contain all of the information that may be important to you. You should read the entire prospectus before making an investment decision to purchase our common shares.

### Berry Only Inc.

Berry Only Inc. was incorporated in the State of Nevada as a development stage company corporation which recently signed a milestone agreement with the U.S. manufacturer of Wireless Wipes™ to acquire the exclusive rights to distribute the product in Canada. Wireless Wipes™ is a new, unique, first to market, revolutionary sanitizer designed specifically to clean mobile phones, PDA's (personal digital assistants) and laptop computer screens. They are fast drying to prevent moisture damage, non-streaking and non-corrosive with a pleasant green tea-cucumber scent. Wireless Wipes™ are packaged in 10-count re-sealable pouches which can fit neatly in a shirt or jacket pocket. We are still in our development stage and plan on commencing business operations in winter 2010.

We have not earned any revenues to date. We do not anticipate earning revenues until such time as we have completed our website and are able to accept orders. As of June 30, 2010, we had \$44,561 cash on hand and \$652 liabilities. Accordingly our working capital position as of June 30, 2010 was \$43,909. Since our inception through June 30, 2010, we have incurred a net loss of \$5,582. We attribute our net loss to having no revenues to offset our expenses and the professional fees related to the creation and operation of our business.

Our fiscal year ended is June 30.

We were incorporated on June 24, 2009 under the laws of the State of Nevada. Our principal offices are located at 722B Kingston Rd, Toronto, Ontario, Canada. Our telephone number is (647) 283-3152.

### The Offering

Securities Being Offered            Up to 2,950,000 shares of our common stock.

Offering Price            The offering price of the common stock is \$0.01 per share. We intend to apply to the NASD Over-the-Counter Bulletin Board electronic quotation service to allow the trading of our common stock upon our becoming a reporting entity under the Securities Exchange Act of 1934. If our common stock becomes so traded and a market for the stock develops, the actual price of stock will be determined by prevailing market prices at the time of sale or by private transaction negotiated by the selling shareholders. The offering price would thus be determined by market factors and the independent decisions of the selling shareholders.

Minimum Number of Shares To Be Sold in This Offering

None

Securities Issued and to be Issued

5,950,000 shares of our common stock are issued and outstanding as of the date of this prospectus. All of the common stock to be sold under this prospectus will be sold by existing shareholders and thus there will be no increase in our issued and outstanding shares as a result of this offering. The issuance to the selling shareholders was exempt due to the provisions of Regulation S.

Use of Proceeds

We will not receive any proceeds from the sale of the common stock by the selling shareholders.

### Summary Financial Information

<u>Balance Sheet Data</u>	<u>June 30, 2010 (audited)</u>
Cash	\$ 44,561
Total Current Assets	\$ 44,561
Liabilities	\$ 652
Total Stockholder's Equity	\$ 43,909

  

	<u>From Inception (June 24, 2009) to June 30, 2010 (audited)</u>
<u>Statement of Loss and Deficit</u>	
June 30, 2010 (audited)	
Revenue	\$ -
Net Loss for the Period	\$ 5,582

### Risk Factors

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and the other information in this prospectus before investing in our common stock. If any of the following risks occur, our business, operating results and financial condition could be seriously harmed. The trading price of our common stock, when and if we trade at a later date, could decline due to any of these risks, and you may lose all or part of your investment.

#### Risks Related To Our Financial Condition and Business Model

**If we do not obtain additional financing, we will not be able to conduct our business operations to the extent that we become profitable.**

Our current operating funds will cover the initial stages of our business plan; however, we currently do not have any operations and we have no income. Because of this and the fact that we will incur significant legal and accounting

costs necessary to maintain a public corporation, we will require additional financing to complete our development activities. We currently do not have any arrangements for financing and we may not be able to obtain financing when required. We believe the only source of funds that would be realistic is through a loan from our president and the sale of equity capital.

**Our Independent Auditor has indicated that he has substantial doubt about our ability to continue as a going concern, if true, you could lose your investment.**

John Kinross-Kennedy, C.P.A., our independent auditor, has expressed substantial doubt about our ability to continue as a going concern given our lack of operating history and the fact to date have had no revenues. Potential investors should be aware that there are difficulties associated with being a new venture, and the high rate of failure associated with this fact. We have incurred a net loss of \$5,582 for the period from June 24, 2009 (inception) to June 30, 2010 and have had no revenues to date. Our future is dependent upon our ability to obtain financing and upon future profitable operations from our website. These factors raise substantial doubt that we will be able to continue as a going concern.

Our financial statements included with this prospectus have been prepared assuming that we will continue as a going concern. Our auditor has made reference to the substantial doubt as to our ability to continue as a going concern in his audit report on our audited financial statements for the year ended June 30, 2010. If we are not able to achieve revenues, then we may not be able to continue as a going concern and our financial condition and business prospects will be adversely affected.

**Because we anticipate our operating expenses will increase prior to our earning revenues, we may never achieve profitability**

Prior to completion of our development stage, we anticipate that we will incur increased operating expenses without realizing any revenues. We therefore expect to incur significant losses into the foreseeable future. We recognize that if we are unable to generate significant revenues from our business development, we will not be able to earn profits or continue operations. There is no history upon which to base any assumption as to the likelihood that we will prove successful, and we may not be able to generate any revenues or ever achieve profitability. If we are unsuccessful in addressing these risks, our business will most likely fail.

**Because we have obligations under the Exclusive Distribution Agreement with Wireless Wipes™, we may not be able to meet those obligations, causing our business to fail**

According to the Exclusive Distribution Agreement with Wireless Wipes™, annual distribution of a minimum of 20,000 pouches is expected or the agreement becomes null and void. If we were to lose the exclusive distribution rights our business will most likely fail.

**Because our president has only agreed to provide his services on a part-time basis, he may not be able or willing to devote a sufficient amount of time to our business operations, causing our business to fail**

Because we are in the development stage of our business, Mr. Guest will not be spending a significant amount of time on our business. Mr. Guest expects to expend approximately 20 hours per week on our business. Competing demands on Mr. Guest's time may lead to a divergence between his interests and the interests of other shareholders. Mr. Guest is a corporate real estate executive and divides his time amongst various projects. None of the work he will be undertaking as a corporate real estate executive will directly compete with Berry Only Inc.

**Because our president owns approximately 50.42% of our outstanding common stock, investors may find that corporate decisions influenced by Mr. Guest are inconsistent with the best interests of other stockholders**

Mr. Guest is our president and sole director. He owns approximately 50.42% of the outstanding shares of our common stock as of the date of this prospectus. Accordingly, he will have a significant influence in determining the outcome of all corporate transactions or other matters, including mergers, consolidations and the sale of all or substantially all of our assets, and also the power to prevent or cause a change in control. While we have no current plans with regard to any merger, consolidation or sale of substantially all of its assets, the interests of Mr. Guest may still differ from the interests of other stockholders. Mr. Guest owns 3,000,000 common shares for which he paid \$0.005 per share for 2,000,000 common shares and \$0.01 per share for 1,000,000 common shares.

**Because our President and sole director is a Canadian Resident, difficulty may arise in attempting to effect service or process on him in Canada**

Because Mr. Guest our sole director and officer, is a Canadian resident, difficulty may arise in attempting to effect service or process on him in Canada or in enforcing a judgment against Berry Only Inc.'s assets located outside of the United States.

**The success of our business depends on the continued use and growth of the Internet as a commerce platform**

The existence and growth of our service depends on the continued acceptance of the Internet as a commerce platform for individuals and enterprises. The internet could possibly lose its viability as a tool to pay for online services by the adoption of new standards and protocols to handle increased demands of Internet activity, security, reliability, cost, ease-of-use, accessibility and quality of service. The acceptance and performance of the Internet has been harmed by "viruses," "worms," and "spy-ware". If for some reason the Internet was no longer widely accepted as a tool to pay for online services, the demand for our service would be significantly reduced, which would harm or cause our business to fail.

**Because we will rely on a third-party for hosting and maintenance of our website, mismanagement or service interruptions could significantly harm our business**

Our website will be hosted and maintained by a third party hosting service. Any mismanagement, service interruptions, or damage to the data of our company or our customers, could result in the loss of customers, or other harm to our business.



## **Evolving regulation of the Internet may adversely affect us**

As Internet commerce continues to evolve there may be increased regulation by federal, state and/or foreign agencies. Any new regulations which restrict our business could harm or cause our business to fail.

### **Risks Related To This Offering**

#### **If a market for our common stock does not develop, shareholders may be unable to sell their shares**

There is currently no market for our common stock and a market may never develop. We currently plan to apply for listing of our common stock on the Over-the-Counter Bulletin Board electronic quotation service upon the effectiveness of the registration statement of which this prospectus forms a part. However, our shares may never be traded on the Over-the-Counter Bulletin Board electronic quotation service or, if traded, a public market may never materialize. If our common stock is not traded on the Over-the-Counter Bulletin Board electronic quotation service or if a public market for our common stock does not develop, investors may not be able to re-sell the shares of our common stock that they have purchased and may lose all of their investment.

#### **If a market for our common stock develops, our stock price may be volatile**

If a market for our common stock develops, we anticipate that the market price of our common stock will be subject to wide fluctuations in response to several factors, including:

- the evolving demand for our service;
- our ability or inability to arrange for financing;
- our ability to manage expenses;
- changes in our pricing policies or our competitors; and
- global economic and political conditions.

Further, if our common stock is traded on the Over-the-Counter Bulletin Board electronic quotation service, our stock price may be impacted by factors that are unrelated or disproportionate to our operating performance. These market fluctuations may adversely affect the market price of our common stock.

#### **If the selling shareholders sell a large number of shares all at once or in blocks, the market price of our shares would most likely decline**

The selling shareholders are offering 2,950,000 shares of our common stock through this prospectus. Our common stock is presently not traded on any market or securities exchange, but should a market develop, shares sold at a price below the current market price at which the common stock is trading will cause that market price to decline. Moreover, the offer or sale of a large number of shares at any price may cause the market price to fall.

**Because our stock is a penny stock, shareholders will be more limited in their ability to sell their stock**

The shares offered by this prospectus constitute a penny stock under the Securities and Exchange Act. The shares will remain classified as a penny stock for the foreseeable future. Penny stocks generally are equity securities with a price of less than \$5.00. Broker/dealer practices in connection with transactions in “penny stocks” are regulated by certain penny stock rules adopted by the Securities and Exchange Commission. The penny stock rules require a broker/dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document prepared by the Securities and Exchange Commission that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker/dealer must provide the customer with bid and offer quotations for the penny stock, the compensation of the broker/dealer, and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer’s account. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from such rules: the broker/dealer must make a special written determination that a penny stock is a suitable investment for the purchaser and receive the purchaser’s written agreement to the transaction. These disclosure requirements may have the effect of price fluctuations in the price of the stock and may reduce the level of trading activity in any secondary market for a stock that becomes subject to the penny stock rules, and accordingly, investors in this offering may find it difficult to sell their securities, if at all.

**Forward-Looking Statements**

This prospectus contains forward-looking statements that involve risks and uncertainties. We use words such as anticipate, believe, plan, expect, future, intend and similar expressions to identify such forward-looking statements. The actual results could differ materially from our forward-looking statements. Our actual results are most likely to differ materially from those anticipated in these forward-looking statements for many reasons, including the risks faced by us described in this Risk Factors section and elsewhere in this prospectus.

**Use of Proceeds**

We will not receive any proceeds from the sale of the common stock offered through this prospectus by the selling shareholders.

**Determination of Offering Price**

The \$0.01 per share offering price of our common stock was determined arbitrarily by us. There is no relationship whatsoever between this price and our assets, earnings, book value or any other objective criteria of value. We intend to apply to the Over-the-Counter Bulletin Board electronic quotation service for the trading of our common stock upon our becoming a reporting entity under the Securities Exchange Act of 1934 (the “Exchange Act”). If our common stock becomes so traded and a market for the stock develops, the actual price of stock will be determined by prevailing market prices at the time of sale or by private transactions negotiated by the selling shareholders named in this prospectus. The offering price would thus be determined by market factors and the independent decisions of the selling shareholders named in this prospectus.

## Dilution

The common stock to be sold by the selling shareholders is common stock that is currently issued and outstanding. Accordingly, there will be no dilution to our existing shareholders.

## Selling Shareholders

The selling shareholders named in this prospectus are offering all of the 2,950,000 shares of common stock offered through this prospectus. The selling shareholders acquired the 2,950,000 shares of common stock offered through this prospectus from us at a price of \$0.01 per share in an offering that was exempt from registration under Regulation S of the Securities Act of 1933, as amended (the "Securities Act") and completed on June 30, 2010. We will file with the Securities and Exchange Commission prospectus supplements to specify the names of any successors to the selling shareholders specified in this registration statement who are able to use the prospectus included in this registration statement to resell the shares registered by this registration statement.

The following table provides, as of the date of this prospectus, information regarding the beneficial ownership of our common stock held by each of the selling shareholders, including:

1. The number of shares owned by each prior to this offering;
2. The total number of shares that are to be offered by each;
3. The total number of shares that will be owned by each upon completion of the offering;
4. The percentage owned by each upon completion of the offering; and
5. The identity of the beneficial holder of any entity that owns the shares.

Name Of Selling Stockholder	Shares Owned Prior to this Offering	Total Number of Shares to Be Offered for Selling Shareholder Account	Total Shares to be Owned Upon Completion of this Offering	Percent Owned Upon Completion of this Offering
Brenda Aines	100,000	100,000	Nil	Nil
Tim Brooks	50,000	50,000	Nil	Nil
Monique Chelsom	150,000	150,000	Nil	Nil
Krisanne Dierijck	50,000	50,000	Nil	Nil
Margaret Doell	100,000	100,000	Nil	Nil
Bill Evans	100,000	100,000	Nil	Nil
Elizabeth Evans	50,000	50,000	Nil	Nil
Kevin Evans	100,000	100,000	Nil	Nil
Leonard Evans	50,000	50,000	Nil	Nil
Wade Evans	100,000	100,000	Nil	Nil
Iryna Gel	50,000	50,000	Nil	Nil
Bradley Gingerich	100,000	100,000	Nil	Nil

Kim Gingerich	100,000	100,000	Nil	Nil
Donna Halendy	50,000	50,000	Nil	Nil
Troy Hannon	50,000	50,000	Nil	Nil
Roy Hayter	150,000	150,000	Nil	Nil
Sandra Hayter	150,000	150,000	Nil	Nil
Andrea Kroeger	100,000	100,000	Nil	Nil
Sergiy Litvinov	50,000	50,000	Nil	Nil
Yuriy Litvinov	50,000	50,000	Nil	Nil
Ken Mischki	100,000	100,000	Nil	Nil
Cathy Miyauchi	100,000	100,000	Nil	Nil
Jenny O'Donnel	100,000	100,000	Nil	Nil
Mike Pedersen	100,000	100,000	Nil	Nil
Lena Ross	100,000	100,000	Nil	Nil
Wesley Sabulka	100,000	100,000	Nil	Nil
Conny Sarvari	100,000	100,000	Nil	Nil
Yuriy Synenko	50,000	50,000	Nil	Nil
Lisa Thompson	100,000	100,000	Nil	Nil
Brandon Tyers	100,000	100,000	Nil	Nil
Cherie Tyers	100,000	100,000	Nil	Nil
Deborah Whitton	150,000	150,000	Nil	Nil
Si Xing	50,000	50,000	Nil	Nil
<b>Total</b>	<b>2,950,000</b>	<b>2,950,000</b>	<b>Nil</b>	<b>Nil</b>

The named party beneficially owns and has sole voting and investment power over all shares or rights to these shares, unless otherwise shown in the table. The numbers in this table assume that none of the selling shareholders sells shares of common stock not being offered in this prospectus or purchases additional shares of common stock, and assumes that all shares offered are sold.

None of the selling shareholders:

- (1) has had a material relationship with us other than as a shareholder at any time within the past three years; or
- (2) has ever been one of our officers or directors.

#### **Plan of Distribution**

The selling shareholders may sell some or all of their common stock in one or more transactions, including block transactions:

1. On such public markets as the common stock may from time to time be trading;
2. In privately negotiated transactions;
3. Through the writing of options on the common stock;
4. In short sales; or
5. In any combination of these methods of distribution.

The sales price to the public is fixed at \$0.01 per share until such time as the shares of our common stock are traded on the Over-the-Counter Bulletin Board electronic quotation service. Although we intend to apply for trading of our common stock on the Over-the-Counter Bulletin Board electronic quotation service, public trading of our common stock may never materialize. If our common stock becomes traded on the Over-the-Counter Bulletin Board electronic quotation service, then the sales price to the public will vary according to the selling decisions of each selling shareholder and the market for our stock at the time of resale. In these circumstances, the sales price to the public may be:

1. The market price of our common stock prevailing at the time of sale;
2. A price related to such prevailing market price of our common stock; or
3. Such other price as the selling shareholders determine from time to time.

The shares may also be sold in compliance with the Securities and Exchange Commission's rule 144.

We can provide no assurance that all or any of the common stock offered will be sold by the selling shareholders named in this prospectus.

We are bearing all costs relating to the registration of the common stock. The selling shareholders, however, will pay any commissions or other fees payable to brokers or dealers in connection with any sale of the common stock.

The selling shareholders named in this prospectus must comply with the requirements of the Securities Act and the Exchange Act in the offer and sale of the common stock. The selling shareholders and any broker-dealers who execute sales for the selling shareholders may be deemed to be an "underwriter" within the meaning of the Securities Act in connection with such sales. In particular, during such times as the selling shareholders may be deemed to be engaged in a distribution of the common stock, and therefore be considered to be an underwriter, they must comply with applicable law and may, among other things:

1. Not engage in any stabilization activities in connection with our common stock;
2. Furnish each broker or dealer through which common stock may be offered, such copies of this prospectus, as amended from time to time, as may be required by such broker or dealer; and
3. Not bid for or purchase any of our securities or attempt to induce any person to purchase any of our securities other than as permitted under the Exchange Act.

## Description of Securities

### General

Our authorized capital stock consists of 75,000,000 shares of common stock, with a par value of \$0.001 per share, and 5,000,000 shares of preferred stock, with a par value of \$0.001 per share. As of August 17, 2010, there were 5,950,000 shares of our common stock issued and outstanding held by thirty four (34) stockholders of record. There are no preferred shares issued.

### Common Stock

Our common stock is entitled to one vote per share on all matters submitted to a vote of the stockholders, including the election of directors. Except as otherwise required by law, the holders of our common stock will possess all voting power. Generally, all matters to be voted on by stockholders must be approved by a majority (or, in the case of election of directors, by a plurality) of the votes entitled to be cast by all shares of our common stock that are present in person or represented by proxy. Holders of our common stock representing thirty three and one-third percent (33 1/3%) of our capital stock issued, outstanding and entitled to vote, represented in person or by proxy, are necessary to constitute a quorum at any meeting of our stockholders. A vote by the holders of a majority of our outstanding shares is required to effectuate certain fundamental corporate changes such as liquidation, merger or an amendment to our Articles of Incorporation. Our Articles of Incorporation do not provide for cumulative voting in the election of directors.

Holders of our common stock have no pre-emptive rights, no conversion rights and there are no redemption provisions applicable to our common stock.

### Dividend Policy

We have never declared or paid any dividends on our common stock. We currently intend to retain future earnings, if any, to finance the expansion of our business. As a result, we do not anticipate paying any dividends in the foreseeable future.

### Pre-emptive Rights

Holders of common stock are not entitled to pre-emptive or subscription or conversion rights, and there are no redemption or sinking fund provisions applicable to the Common Stock. All outstanding shares of common stock are, and the shares of common stock offered hereby will be when issued, fully paid and non-assessable.

### Share Purchase Warrants

We have not issued and do not have outstanding any warrants to purchase shares of our common stock.

## **Options**

We have not issued and do not have outstanding any options to purchase shares of our common stock.

## **Convertible Securities**

We have not issued and do not have outstanding any securities convertible into shares of our common stock or any rights convertible or exchangeable into shares of our common stock.

## **Nevada Anti-Takeover laws**

Nevada revised statutes sections 78.378 to 78.3793 provide state regulation over the acquisition of a controlling interest in certain Nevada corporations unless the articles of incorporation or bylaws of the corporation provide that the provisions of these sections do not apply. Our articles of incorporation and bylaws do not state that these provisions do not apply. The statute creates a number of restrictions on the ability of a person or entity to acquire control of a Nevada company by setting down certain rules of conduct and voting restrictions in any acquisition attempt, among other things. The statute is limited to corporations that are organized in the state of Nevada and that have 200 or more stockholders, at least 100 of whom are stockholders of record and residents of the State of Nevada; and does business in the State of Nevada directly or through an affiliated corporation. Because of these conditions, the statute does not apply to our company.

## **Interests of Named Experts and Counsel**

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

John Kinross-Kennedy, C.P.A., our accountant, has audited our financial statements included in this prospectus and registration statement to the extent and for the periods set forth in his audit report. John Kinross-Kennedy, C.P.A. has presented his report with respect to our audited financial statements. The report of John Kinross-Kennedy, C.P.A. on the financial statements herein includes an explanatory paragraph that states that we have not generated revenues and have an accumulated deficit since inception which raises substantial doubt about our ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Karen A. Batcher, Esq of Synergen Law Group, APC our independent legal counsel, has provided an opinion on the validity of our common stock.

## Description of Business

### In General

Berry Only Inc. is a Nevada corporation that recently signed a milestone agreement with the U.S. manufacturer of Wireless Wipes™ to acquire the exclusive rights to distribute the product in Canada.

Wireless Wipes™ is a new, unique, first to market, revolutionary sanitizer designed specifically to clean mobile phones, PDA's (personal digital assistants) and laptop computer screens. They are fast drying to prevent moisture damage, non-streaking and non-corrosive with a pleasant green tea-cucumber scent. Wireless Wipes™ are packaged in 10-count re-sealable pouches which can fit neatly in a shirt or jacket pocket. Retail prices are US \$2.95 per pouch in the U.S. and Berry Only anticipates retail pricing in Canada of Cdn \$3.50. Landed cost in Canada is US \$1.40 per pouch, with a minimum order size of 400.

Demand for Wireless Wipes™ will be driven by several factors.

1. Mobile devices are in constant use, virtually all day and all night.
2. These devices are filled with bacteria which can make them unhealthy if not cleaned and sanitized

Wireless Wipes have a number of competitive advantages over other cleaning / sanitizing products.

Wireless Wipes are specifically tailored for cell phones, PDAs etc. and several advantageous features have been designed into the product versus other methods of cleaning these devices.

- They kill germs / bacteria in addition to cleaning the unit.
- The amount and type of cleaning solution does not harm the unit and dries quickly.
- Wireless Wipes™ are the ultimate in convenience – they are packaged in a very handy pouch that can easily accompany the person wherever they go – as opposed to bulky plastic dispensers or spray bottles
- They are designed to have an attractive retail price point and are very amenable to placement at point of sale units.

Berry Only is positioning itself to capitalize on the Wireless Wipes opportunity, and expects to be successful based on several factors.

- New and unique product with a well-defined need in the marketplace.
- Proven distribution strategy.
- Good partners.
- Cost effective strategy



## The Product

Wireless Wipes™ is a new, revolutionary sanitizer designed specifically to clean mobile phones, PDA's (personal digital assistants) and laptop computer screens. They are fast drying to prevent moisture damage, non-streaking and non-corrosive with a pleasant green tea-cucumber scent. Wireless Wipes™ comes in 10-count re-sealable pouches which can fit neatly in a shirt or jacket pocket.

Traditional wipes come in use different cleaning technologies and come in different shapes, sizes, and delivery systems. Nothing on the market is as effective and convenient as Wireless Wipes to clean and disinfect portable devices.



Feature	Wireless Wipes
<b>Type of job</b>	● Specifically designed for small mobile devices, which has an impact on each aspect of its design.
<b>Ability to clean / disinfect.</b>	● The chemical formulation for Wireless Wipes was in development for two years in order to create a highly absorbent, alcohol based sanitizer that □ cleans, sanitizes, and □ does not harm the sensitive screens and electronics of mobile devices. Wireless Wipes are fast drying to prevent moisture damage, non-streaking and non-corrosive.
<b>Types of material (cloth, paper, etc.).</b>	● Material used does not streak or scratch display screens.
<b>Degree of wetness.</b>	● Wireless Wipes have been specifically designed to have a uniform amount of solution in each wipe – an amount sufficient to do an effective job while not too much so as to harm the unit.
<b>How dispensed / packaging (plastic tubs, spray bottle, etc.)</b>	● Wireless Wipes are packaged to enable the ultimate in convenience – a re-sealable 10-pack pouch. No spray bottle or bulky plastic container.

## Need For the Product

Wireless Wipes were designed with two thoughts in mind:

1. People use their mobile devices constantly, virtually all day and all night.
2. These devices are filled with bacteria which can make them unhealthy if not cleaned and sanitized.

Cell phone subscribers in the Canadian market equal 19.3 million (2007 stat). Mobile devices have proven to be a breeding ground for bacteria and germs. A long list of bacteria that can cause everything from rashes to meningitis and pneumonia can be found on cell phones. The reason is simple: cell phones touch your face, your lips and your hands, then sit in your pocket or purse: two warm places that provide a perfect breeding ground for germs.

The global concern over flu outbreak provides an excellent opportunity to highlight the benefits of regular use of Wireless Wipes™.

**Advantages of Wireless Wipes™**

Wireless Wipes are specifically tailored for cell phones, PDAs etc. and several advantageous features have been designed into the product versus other methods of cleaning these devices.

- They kill germs / bacteria.
- They effectively clean the unit.
- The amount and type of cleaning solution does not harm the unit.
- They are convenient – packaged in a very convenient pouch rather than bulky dispensers or spray bottles – accordingly they are very portable and can accompany the owner on their person easily.
- Convenient size of wipes.
- Pleasant odor.

**Manufacturing & Product Fulfilment**

The process from production through to placement on retail shelves is as follows:

**Production.** All aspects of manufacturing have been set up by Wireless Wipes and will occur at the California plant which has been, with all aspects managed by Wireless Wipes, based in New York state.

**Shipment to Canada.** Minimum order size for Berry Only is for 400 pouches, at a cost of US \$560 (US \$1.40). This is a delivered price to a Canadian destination (including shipment directly to a Berry Only customer).

Retail point of sale displays are provided by Wireless Wipes (approximately 5 displays per 400 ordered, or as needed by Berry Only).

**Pricing strategy**

Retail price points will be selected based on the following:

Per pouch Basis			
<b>Cost to Berry Only</b>			
All in landed cost to Canada	\$1.40	\$US	
	<b>\$1.47</b>	\$Cdn @ 0.95	
<b>Sales Scenario 1 - direct to retail chain</b>			
Price to retail chain (estimate)	<b>\$2.00</b>		
Markup to Berry Only	\$0.53	35.7%	markup
Retail price - major chain	<b>\$3.50</b>		
Markup to retailer	\$1.50	75.0%	markup
<b>Sales Scenario 2 - to intermediate distributor</b>			
To intermediate distributor	<b>\$2.00</b>		
Markup to Berry Only	\$0.53	35.7%	markup
To retail store (estimate)	<b>\$2.75</b>		
Markup to distributor	\$0.75	37.5%	markup
Retail price point	<b>\$4.00</b>		
Markup to retailer	\$1.25	45.5%	markup

- Given relatively low barriers to entry, an exorbitant price point will promote new competition and switching allegiances in short order.
- The nature of the product and the ability to price it from \$3.00 - \$4.00 make it a perfect item for impulse point of sale purchases.
- The price point will ensure that all parties in the manufacturing / delivery / retail chain will receive standard returns.

As shown, ultimate retail prices are envisioned at the \$3.50 - \$4.00 level. This compares to the US \$2.95 price in the U.S. market (or about Cdn \$3.10).

Relatively modest markups by Berry Only will help to keep retail prices in Canada from escalating much over domestic U.S. prices, and serve to inhibit future competition once the first mover advantage has been realized.

Product prices will be quite competitive since Berry Only Inc. is buying direct from the manufacturer. Another feature of this relationship which is of significant value to Berry Only Inc., is the willingness of the manufacturer to allow Berry Only Inc. to place orders as small as \$560 US.

This will assist Berry Only Inc. in their goal of efficient inventory management and allow Berry Only Inc. to offer competitively priced products that are of the highest quality.

### **Distribution Agreement with Wireless Wipes**

Berry Only Inc. (the "Distributor") is entered into an exclusive distributorship agreement with Wireless Wipes™ (the "Manufacturer"), on June 30, 2010, pursuant to which Berry Only will be appointed as the exclusive distributor for Canada by the Manufacturer.

Noteworthy aspects of the agreement are as follows:

- Manufacturer agrees to properly pack all items for shipment. Pricing is FOB Manufacturer's plant.
- Minimum orders of US \$560. Product will be prepaid as agreed by both parties.
- 4 week lead time for all orders.
- Annual distribution of 20,000 pouches is expected or agreement becomes null and void.

Standard language is also contained in the agreement, including those relating to maintenance of appropriate inventories, use of best efforts to sell and vigorously promote the product to dealers, maintaining a place of business, hiring of sales personnel, non-compete (selling other products that compete with Wireless Wipes), mutual cooperation regarding advertising and promotion, manufacturers adjustments for any defective products, and maintenance of financial health. Berry Only has an excellent working relationship with Wireless Wipes (Manufacturer). This agreement forms the basis of all marketing efforts by Berry Only. It is important to understand differences between target markets (who ultimately uses the products), customers (who Berry Only actually sells to), and what the sales strategies are.

## Target Markets

Berry Only Inc. will sell products to two customer segments.

1. **Individual Consumers.** The first segment is individual consumers who are purchasing Wireless Wipes™ for personal use. These individuals are conscious consumers who are looking for quick and convenient ways to safeguard their personal hygiene by keeping personal technology germ-free. Demographics for this group are urban professionals leading a busy, technology saturated lifestyle.
2. **Institutional Users.** This consists of large potential purchasers of Wireless Wipes™ that have a desire to keep their business equipment as germ free as possible. These include schools, offices, and IT departments.

## Customers

Berry Only will sell to the following types of customers.

- **Major hygiene / sanitizing product distributors.** This will include distributors that deal in sanitizing products such as Purell ([www.purell.com](http://www.purell.com)), a major hand sanitizing product that enjoys wide placement throughout Canada. Indications are that they are very interested in also distributing Wireless Wipes expected to in turn will distribute Wireless Wipes™ in Canada to their customers.
- **Major regional cell phone retailers.** There are a large number of strong, regional cell phone retailers in each major market area. These can be sourced by simply going to the service providers website (i.e. [telus.com](http://telus.com), [rogers.com](http://rogers.com)) and visit their store locator page. These stores are all independently owned and operated and are largely regionally based. These retailers all aggressively market cell phone accessories and U.S. experience and early efforts in Canada all indicate that these retailers are very interested in selling Wireless Wipes™.

Major Cell Phone Retailers (incomplete sample list) – Greater Toronto Area	
● 360 DOTCONNECT	● Fox Wireless Communications Inc.
● Alcom Enterprises Inc.	● In Touch Mobility Ltd.
● Aztech Communications	● New Page Telecommunications Inc.
● Bungee Wireless	● Primeline Connections
● CellCity Communications	● Professional Communications Inc.
● Clearly Mobile	

- **National Retailers.** These include national chains such as Future Shop, Business Depot, Office Depot, and UPS stores. 7-eleven is an example of a national convenience chain that sells a wide range of accessory products. In addition, general department stores are expected to carry Wireless Wipes.
- **Other retailers.** There is a range of other retailers that sell cell phone accessories, primarily card products (i.e. pay and talk cards). However, these retailers also sell a range of other accessory products. These include gas stations, hotels, convenience stores, and cafes (i.e. a large number of Starbucks stores sell cell phone cards).

- **Online retailers.** In the U.S., Wireless Wipes are already sold online, through ebay.com and other retailers. Berry Only will also target online retailers, particularly those that target the Canadian marketplace.
- **Retail customers.** Berry Only Inc. will actively utilize its website berryonly.com to sell directly to consumers. Price points (which include shipping) will in no cases be lower than what the consumer can purchase Wireless Wipes for at retail locations and therefore does not pose a threat to its critical central distribution mechanism.

Distribution will be through websites and affiliate programs, retail sales, wholesale distribution to resellers and corporate / institution accounts (hospitals, airports, etc.).

#### Direct Sales Strategy

- ◆ **In-house sales staff – based in Toronto.** Initially, company President David Guest will spearhead this effort out of his Toronto office. Efforts here will target national accounts as well as working with national distributors such as Purell. David is also responsible for organizing independent marketing reps in other geographic areas. Institutional accounts in the Greater Toronto Area (GTA) will be handled out of the head office. As the company grows, these efforts are expected to require the efforts of more than one person and at such time, additional staff would be hired.
- ◆ **Independent marketing representatives.** Efforts here will focus on the regional cell phone dealers and directly to local institutional accounts (hospitals, etc. as mentioned above).
- ◆ **Use of third party distributors.** Third party distributors are obviously expected to utilize their in-house sales personnel to distribute Wireless Wipes to their customers.

A typical “sell sheet” is shown below.



Berry Only will attend major tradeshows, as appropriate (as Wireless Wipes now does to market to its' U.S. customers). One good example is the annual Consumer Electronics Show in Las Vegas (January).

## Advertising

**Point of sale display.** First and foremost, Wireless Wipes will be attractively displayed at the point of purchase. Virtually every person that purchases items and passes through the check out will stand a very good chance of seeing the product. Its usefulness and low price point will encourage its purchase. Depending on cost and effectiveness, Berry Only may advertise through local technology magazines.

**Traditional advertising** (i.e. traditional print such as newspapers, magazines, other media) is expected to be minimal, due to the nature of the nature of distribution / customers and nature of marketing (direct sales). Some advertising through local technology magazines is planned.

**Other key strategies.** As with the U.S. experience, a much more tech-savvy online advertising strategy will be followed. Berry Only will have the ability to "piggy back" on the efforts already in place being spearheaded by Wireless Wipes. These include:

- Pursuing a variety of public relations activities, including media articles (i.e. providing interesting information to organizations that facilitate news articles).
- Posting online content / articles.
- Getting involved / posting content on online blogs.
- Online search engine optimization strategy.
- All printed material such as brochures, flyers, catalogs, price sheets, packaging, and all product labels will have the URL prominently displayed.
- There will be van and automobile decal wraps with the website and phone throughout each market area.
- Possible use (depending on funding) of use industry portals, online directories, and paid –for advertising partner sites to draw consumers and property owners / managers to the site.



## Website

Berry Only Inc. will actively utilize its website [berryonly.com](http://berryonly.com) and include the product in its catalog as well as information regarding the product and the availability of distributor options. The website will have the following features.

- Educational for the public (presenting a wide variety of interesting content).
- Effective as a sales tool for its customers and as a tool for independent sales reps.
- FAQ
- News articles posted online.
- Information as to where the product is sold.
- Sophisticated graphics design, including cool mapping features
- Establish reciprocal links.
- Online store with set up of an online payment system via PayPal and major credit card through merchant account.

The website will be maintained bi-weekly with new information. The site will both contain extensive information. However, at all times it will encourage viewers to contact Berry Only for more information in recognition of the basic direct sales strategy is the principal marketing strategy. Berry Only also will seek to establish affiliate programs with online retailers.

Berry Only will continually monitor all its marketing activities to refine its activities and select the most appropriate ones to spend marketing dollars on as they become available.

## Competition

There are essentially two aspects to competition considerations.

- **Other types of “wipes”.** As pointed out in “The Product”, there are obviously a number of cleaning and sanitizing products that have been on the market for any number of years. These come in the form of various spray products (i.e. Lysol, etc.) and wipe products. There are several issues with respect to these products, including whether they will scratch the cell phone, whether they contain too much solution and will damage the cell phone, and whether the type of solution will cause other problems. There is also the issue of convenience
- **Direct competition.** There is another product on the market, CleenCell® Wipes ([www.cleencell.com](http://www.cleencell.com)), that has been on the market for roughly one year. Very similar claims are made to those of Wireless Wipes™. As stated on their website,
  - o Cleen Cell® Wipes feature a patented formula designed to remove and prevent bacteria build-up on sensitive mobile electronics without damaging the screen or shell of the device.

- o Cleen Cell® Singles travel conveniently, providing an on the go solution for on the go devices and lifestyles. Keep them by your desk, in your purse or pocket, or in your car to use when and where needed, then dispose. It's easy to practice good mobile hygiene with Cleen Cell® Wipes.
- o Cleen Cell® Wipes are safe on cell phones because they were designed from the ground up with cell phones in mind. We've been successfully testing and using them on cell phones and laptops for over one year without one complaint and countless thank yous.
- o Cleen Cell® Wipes feature a unique scratch, streak, static and lint-free cloth with special textures that reach to deep clean keypads, hinges, ear and mouthpieces and other hard to reach areas across any mobile device including digital cameras, music players, Bluetooth headsets, and other mobile electronics.
- o The Cleen Cell® disinfecting solution was designed from the ground up specifically with cell phones in mind. After much testing, calibration, and consultation with the medical community we mixed powerful germ fighting ingredients that help prevent germs on cell phones, yet are safe for the inside and outside of compact electronic devices.
- o Cleen Cell® Wipes also work great on your Bluetooth devices, digital cameras, TV remote controls, compact gaming systems, lap tops, keyboards, monitors, and more!

Clicking on the "buy online" tab of their website takes the viewer to the amazon.com website, where the wipes are priced at US \$12.99 for a box which holds 24 individually wrapped wipes. This product is therefore considerably more expensive than Wireless Wipes™ (US \$2.95 for a pack which includes 10 wipes). The site states that the item ships from and is sold by Cell Phone Wipes, Inc. Additional information (About Seller) indicates that "*Hollywood Creations is the exclusive manufacturer of Cleen Cell® Wipes. Established in 2006, Hollywood Creations is based in West Hollywood, CA.*"

The Cleen Cell is not available in Canada at this time and Berry Only intends to capitalize on its first mover advantage. It appears that the nature of packaging also makes Cleen Cell more expensive and far less amenable to POS displays (US\$12.99 price point vs. \$3.50 for Wireless Wipes™ in Canada).

■ **Other.** Other products are emerging, including

- o "Phone Kleen Pads", a hospital disinfectant germicidal wipe for telephones and other telecommunications equipment. This disposable wipe kills staph and most germs on hard, non-porous surfaces. This product appears to be distributed by ANTONLINE is one of the nation's leading e-commerce suppliers of consumer electronics and computer equipment. ANTONLINE is proud to Partner with Amazon.com to provide Amazon customers with the finest products and fastest online order fulfillment in the industry. Searches failed to locate an actual website for the manufacturer and it appears that this is a product restricted to online sales only. It is also not a direct competitor to Wireless Wipes™.



- o “Fellowes Telephone Cleaning Wipes” ([www.fellowes.com](http://www.fellowes.com)). 1) Pre-moistened cleaning wipes safely remove dust, dirt, and fingerprints. 2) Non-toxic, anti-static, and alcohol-free 3) Ideal for cleaning phones, headsets, or any equipment that comes in contact with the ear, mouth, or face 4) 100 ct. tub. Their website does not state that it kills germs or is safe for cell phones. Although this product has an attractive price point (US \$11.37 for 100 wipes) it also comes in a relatively unattractive and large plastic “tub” that has virtually no convenience features.

## U.S. Experience

Wireless Wipes™ was introduced into the U.S. market in early 2008 after two years in development. Manufacturing was secured at a quality facility in California, USA. In less than a year they signed several significant distribution agreements, including:

- [Wireless Xcessories Group \(www.wirexgroup.com\)](http://www.wirexgroup.com), a leading provider of cell phone accessories to dealers, distributors, retailers, agents and airtime carriers throughout the United States and Canada. Formed in 1988, they have created a variety of product lines, totaling over 3,000 items designed to appeal to the widest possible spectrum of wholesale buyers. Additionally, Wireless Xcessories supports our customers with a wide assortment of Value Added services, including customized retail packaging, displays, posters, marketing, and sales training materials, and free e-commerce websites.
- [Wireless Giant \(www.wirelessgiant.com\)](http://www.wirelessgiant.com). Founded in 1996, Wireless Giant is an innovative wireless technology retailer specializing in cellular products and services. Headquartered in Madison Heights, Michigan, the company operates over 60 stores as well as a leading wholesale enterprise, the WirelesseMall.com. Wireless Giant offers multi-carrier options with several industry giants, and prides itself on the ability to provide all the services of wireless carriers. Wireless Giant maintains relationships with leading carriers and vendors for wireless products and is the “one-stop shop” for any wireless necessity. Wireless Giant has retail opportunities available and is positioned to become one of the nation’s top wireless retailers.
- [Wireless Zone \(www.wirelesszone.com\)](http://www.wirelesszone.com). At the dawn of the cell phone age, Wireless Zone® founder Russ Weldon started an instantly successful business called “The Car Phone Store” in Wethersfield, CT, in 1988. Their franchising model has proven highly successful and a count of retail stores on their website lists nearly 400 locations, primarily focused in the East, Southeast, and parts of the Midwest.
- Airport Wireless / Techshowcase ([www.techshowcase.com](http://www.techshowcase.com) , [www.airportwireless.com](http://www.airportwireless.com) ). Techshowcase™ was conceived to meet the demand of the business traveler for high technology mobile electronics. These are people who otherwise may not have the opportunity to personally test sophisticated mobile devices before purchasing. In an age when every moment matters, Techshowcase stores will provide the business traveler the extraordinary opportunity to put airport dwell time to productive use. Techshowcase - 16 airport locations. Airport Wireless - 25 airport locations.

- Wireless Paradise ([www.wirelessparadise.biz](http://www.wirelessparadise.biz)). Based in Elizabethtown, KY, Wireless Paradise is a franchise with a mission to build the largest nationwide network of the best of the best in the wireless retail industry. Products include a full line of accessories, car chargers, wall chargers, desk chargers, cases, holsters, Bluetooth, headsets, batteries, car kits, data Items, miscellaneous, and GPS Applications.

Bulk purchases for schools, offices, and IT departments can be made directly from Wireless Wipes head office. Purchases can be made online, at the wireless wipes website ([www.wirelesswipes.com/store.html](http://www.wirelesswipes.com/store.html)). Prices are US \$2.95 for a pouch of 10, US \$25 for 11 pouches (of 10 wipes each), up to US \$136 for 72 pouches. Shipping starts at US \$2.49 for the single pouch of 10 wipes (total delivered cost of US \$5.44. Wireless Wipes are also sold on [www.fommy.com](http://www.fommy.com) (The Wireless Superstore™).

Berry Only intends to pursue this same business model for Canada.

### **Employees**

We have no employees as of the date of this prospectus other than our president. We conduct our business largely through the outsourcing of experts in each particular area of our business.

### **Research and Development Expenditures**

We have not incurred any material research or development expenditures since our incorporation.

### **Subsidiaries**

We do not currently have any subsidiaries.

### **Patents and Trademarks**

We do not own, either legally or beneficially, any patent or trademark.

### **Office Property**

We maintain our executive office at 722B Kingston Rd, Toronto, Ontario, Canada, M4E 1R7. This office space is being provided to the company free of charge by our president, Mr. Guest. This arrangement provides us with the office space necessary at this point. Upon significant growth of the company it may become necessary to lease or acquire additional or alternative space to accommodate our development activities and growth.

### **Legal Proceedings**

We are not currently a party to any legal proceedings.

Our agent for service of process in Nevada is Nevada Agency and Trust Company, 50 West Liberty Street, Suite 880, Reno, Nevada 89501.

## **Market for Common Equity and Related Stockholder Matters**

### **No Public Market for Common Stock**

There is presently no public market for our common stock. We anticipate making an application for trading of our common stock on the Over-the-Counter Bulletin Board electronic quotation service upon the effectiveness of the registration statement of which this prospectus forms a part. However, we can provide no assurance that our shares will be traded on the Over-the-Counter Bulletin Board electronic quotation service or, if traded, that a public market will materialize.

The Securities Exchange Commission has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than \$5.00, other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or quotation system. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock, to deliver a standardized risk disclosure document prepared by the Commission, that: (a) contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading; (b) contains a description of the broker's or dealer's duties to the customer and of the rights and remedies available to the customer with respect to a violation to such duties or other requirements of Securities' laws; (c) contains a brief, clear, narrative description of a dealer market, including bid and ask prices for penny stocks and the significance of the spread between the bid and ask price; (d) contains a toll-free telephone number for inquiries on disciplinary actions; (e) defines significant terms in the disclosure document or in the conduct of trading in penny stocks; and (f) contains such other information and is in such form, including language, type, size and format, as the Commission shall require by rule or regulation.

The broker-dealer also must provide, prior to effecting any transaction in a penny stock, the customer with: (a) bid and offer quotations for the penny stock; (b) the compensation of the broker-dealer and its salesperson in the transaction; (c) the number of shares to which such bid and ask prices apply, or other comparable information relating to the depth and liquidity of the market for such stock; and (d) a monthly account statements showing the market value of each penny stock held in the customer's account.

In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from those rules; the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written acknowledgment of the receipt of a risk disclosure statement, a written agreement to transactions involving penny stocks, and a signed and dated copy of a written suitability statement.

Berry Only Inc. is subject to the penny stock rules, and disclosure requirements may have the effect of reducing the trading activity in the secondary market for our stock and stockholders may have difficulty selling those securities.

### **Holders of Our Common Stock**

As of the date of this Registration Statement, we had thirty four (34) shareholders of record.

## **Rule 144 Shares**

None of our common stock is currently available for resale to the public under Rule 144. In general, under Rule 144 as currently in effect, a person who has beneficially owned shares of a company's common stock for at least 180 days is entitled to sell his or her shares. However, Rule 144 is not available to shareholders for at least one year subsequent to an issuer that previously met the definition of Rule 144(i)(1)(i) having publicly filed, on Form 8K, the information required by Form 10.

As of the date of this prospectus, no selling shareholder has held their shares for more than 180 days and it has not been at least one year since the company filed the Form 10 Information on Form 8K as contemplated by Rule 144(i)(2) and (3). Sales under Rule 144 are also subject to manner of sale provisions and notice requirements and to the availability of current public information about the company.

## **Stock Option Grants**

To date, we have not granted any stock options.

## **Registration Rights**

We have not granted registration rights to the selling shareholders or to any other persons.

We are paying the expenses of the offering because we seek to: (i) become a reporting company with the Commission under the Securities Exchange Act of 1934; and (ii) enable our common stock to be traded on the NASD over-the-counter bulletin board. We plan to file a Form 8-A registration statement with the Commission to cause us to become a reporting company with the Commission under the 1934 Act. We must be a reporting company under the 1934 Act in order that our common stock is eligible for trading on the NASD over-the-counter bulletin board. We believe that the registration of the resale of shares on behalf of existing shareholders may facilitate the development of a public market in our common stock if our common stock is approved for trading on a recognized market for the trading of securities in the United States.

We consider that the development of a public market for our common stock will make an investment in our common stock more attractive to future investors. In the near future, in order for us to continue with our mineral exploration program, we will need to raise additional capital. We believe that obtaining reporting company status under the 1934 Act and trading on the OTCBB should increase our ability to raise these additional funds from investors.

## Financial Statements

Index to Financial Statements:

Audited consolidated financial statements for the period ended June 30, 2010, including:

<a href="#">28</a>	<a href="#">Auditors' Report</a>
<a href="#">29</a>	<a href="#">Balance Sheet</a>
<a href="#">30</a>	<a href="#">Statement of Operations</a>
<a href="#">31</a>	<a href="#">Statement of Stockholders' Equity</a>
<a href="#">32</a>	<a href="#">Statement of Cash Flows</a>
<a href="#">33-37</a>	<a href="#">Notes to Financial Statements</a>

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To: The Board of Directors and Stockholders  
Berry Only Inc.  
Toronto, Ontario, Canada

I have audited the accompanying balance sheet of Berry Only Inc. as of June 30, 2010 and 2009 and the related statements of operations, shareholders' deficit and cash flows for the year and period then ended. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion the financial statements referred to above present fairly, in all material respects, the financial position of Berry only Inc. as of June 30, 2010 and 2009 and the results of its operations and its cash flows for the year and period then ended in conformity with United States generally accepted accounting principles.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. As discussed in Note 3 to the financial statements, the Company has no revenue and incurred a loss in its initial year. This raises substantive doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The Company has determined that it is not required to have, nor was I engaged to perform, an audit of the effectiveness of its documented internal controls over financial reporting.

/s/ John Kinross-Kennedy

John Kinross-Kennedy  
Certified Public Accountant  
Irvine, California

August 16, 2010

**BERRY ONLY INC.**  
**Balance Sheet**  
as at June 30,

<b>ASSETS</b>		
	<u>2010</u>	<u>2009</u>
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 44,561	\$ -
<b>TOTAL ASSETS</b>	<u>\$ 44,561</u>	<u>\$ -</u>
<b>LIABILITIES &amp; STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 652	\$ -
<b>Stockholders' Equity</b>		
Preferred Stock, \$0.001 par value, 5,000,000 shares authorized; none outstanding as at June 30, 2010 and 2009.		
Common Stock, \$0.001 par value, 75,000,000 shares authorized, 5,950,000 issued and outstanding as at June 30, 2010, none issued and outstanding as at June 30, 2009	5,950	-
Additional paid-in capital	43,550	-
Accumulated other income (loss)	(9)	-
Deficit	<u>(5,582)</u>	<u>-</u>
<b>Total Stockholders' Equity</b>	<u>43,909</u>	<u>-</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<u>\$ 44,561</u>	<u>\$ -</u>

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

**BERRY ONLY INC.**  
**Statement of Operations and Consolidated Loss**

---

	For the 3 months and period ended June 30		For the year and period ended June 30,	
	2010	2009	2010	2009
<b>Revenues</b>	\$ -	\$ -	\$ -	\$ -
<b>Selling, General and Administrative Expenses</b>				
Professional Fees	-	-	4,432	-
Other Selling General & Administrative	863	-	1,150	-
Total Expenses	863	-	5,582	-
Operating Loss	(863)	-	(5,582)	-
<b>Net Income (Loss)</b>	<b>(863)</b>	<b>-</b>	<b>(5,582)</b>	<b>-</b>
Currency translation adjustment	-	-	(9)	-
<b>Comprehensive Loss</b>	<b>\$ (863)</b>	<b>\$ -</b>	<b>\$ (5,591)</b>	<b>\$ -</b>
<b>Net Income (Loss) per share, basic and diluted</b>	<b>\$ (0.000)</b>	<b>\$ -</b>	<b>\$ (0.002)</b>	<b>\$ -</b>
<b>Weighted average number of shares outstanding, basic and diluted</b>	<b>5,783,333</b>	<b>-</b>	<b>2,489,583</b>	<b>-</b>

The accompanying notes are an integral part of these financial statements



**BERRY ONLY INC.**  
**Statement of Stockholders' Equity (Deficit)**  
For the period from Incorporation, June 24, 2009, to June 30, 2010

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income/(Loss)	Deficit	Total
	Shares	Amount				
<b>Balances at Incorporation, June 24, 2009</b>	-	\$ -	\$ -	\$ -	\$ -	\$ -
Net income (loss) for the period ended June 30, 2009				-	-	-
<b>Balances at June 30, 2009</b>	-	\$ -	\$ -	\$ -	\$ -	\$ -
Aug. 26, 2009: Common stock issued for cash at \$0.005 per share	2,000,000	2,000	8,000			10,000
Mar.-May, 2010: Common stock issued for cash at \$0.01 per share	2,950,000	2,950	26,550			29,500
Apr. 29, 2010: Common stock issued for cash at \$0.01 per share	1,000,000	1,000	9,000			10,000
Net loss, year ended June 30, 2010				(9)	(5,582)	(5,591)
<b>Balances at June 30, 2010</b>	<u>5,950,000</u>	<u>\$ 5,950</u>	<u>\$ 43,550</u>	<u>\$ (9)</u>	<u>\$ (5,582)</u>	<u>\$ 43,909</u>

The accompanying notes are an integral part of these financial statements

**BERRY ONLY INC.**  
**Statement of Cash Flows**

	For the 3 months and period ended		For the year and period ended	
	June 30,		June 30,	
	2010	2009	2010	2009
<b>Cash Flows From Operating Activities</b>				
Net Income (Loss)	(863)	-	(5,582)	-
Adjustments to reconcile net loss to net cash used by operating activities:	-	-	-	-
Changes in operating assets and liabilities				
Accounts payable	652	-	652	-
Net cash used in operating activities	(211)	-	(4,930)	-
<b>Cash Flows From Investing activities</b>				
Net cash used in investing activities	-	-	-	-
<b>Cash Flows From Financing Activities</b>				
Sale of stock for cash	37,500	-	49,500	-
Net cash provided by Financing Activities	37,500	-	49,500	-
<b>Effects of exchange rates on cash</b>	-	-	(9)	-
<b>Net increase in cash</b>	37,289	-	44,561	-
Cash at beginning of period	7,272	-	-	-
<b>Cash at end of period</b>	<b>\$ 44,561</b>	<b>\$ -</b>	<b>\$ 44,561</b>	<b>\$ -</b>
<b>Supplemental cash flow information</b>				
Interest paid	\$ -	\$ -	\$ -	\$ -
Income Taxes paid	\$ -	\$ -	\$ -	\$ -

The accompanying notes are an integral part of these financial statements

## BERRY ONLY INC.

### NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2010

(Expressed in US Dollars)

#### NOTE 1 ORGANIZATION

Berry Only Inc. (“the Company”) was incorporated in the State of Nevada on June 24, 2009. The Company was incorporated for the purpose of marketing and distributing a sanitizing product for mobile phones and other mobile devices.

#### NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### Cash and cash equivalents

The Company considers all liquid investments with a maturity of three months or less from the date of purchase that are readily convertible into cash to be cash equivalents.

##### Property & Equipment

Capital assets are stated at cost. Depreciation of equipment is provided using the straight-line method over the estimated useful lives of the assets. Expenditures for maintenance and repairs are charged to expense as incurred. The Company did not have any property & equipment at June 30, 2010 and 2009.

##### Long-lived assets

The Company accounts for long-lived assets under the FASB (Financial Accounting Standards Board) ASC (Accounting Standard Codification) 340-10 *Other Assets and Deferred Costs*, (SFAS 142 and 144: “*Accounting for Goodwill and Other Intangible Assets*” and “*Accounting for Impairment or Disposal of Long-Lived Assets*”). In accordance with ASC 340-10, long-lived assets, goodwill and certain identifiable intangible assets held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset will not be recoverable. For purposes of evaluating the recoverability of long-lived assets, goodwill and intangible assets, the recoverability test is performed using undiscounted net cash flows related to the long-lived assets. Impairment of experimental water clarification equipment is calculated based on its estimated useful life.

##### Use of estimates

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

**Income Taxes**

The Company utilizes FASB ACS 740, "Income Taxes," which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the difference between the tax basis of assets and liabilities and their financial reporting amounts based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. The Company generated a deferred tax credit through net operating loss carryforward. However, a valuation allowance of 100% has been established.

**Foreign Currency Translation**

In accordance with FASB ASC 830-20 *Foreign Currency Transactions*, (SFAS No. 52 "Foreign Currency Translation"), the Company has determined that its functional currency is the United States Dollar. The Company recorded a foreign currency loss of \$ 9.00 in the year ended June 30,2010. Exchange differences since inception are accumulated as a component of accumulated other comprehensive gain (loss).

**Comprehensive Income (Loss)**

Comprehensive income or loss encompasses net income or loss and "other comprehensive income or loss", which includes all other non-owner transactions and events that change shareholders' equity/deficiency. The Company's other comprehensive gain reflects the effect of foreign currency translation adjustments on the translation of the financial statements from the functional currency of Canadian dollars into the reporting currency of U.S. dollars.

**Fair Value of Financial Instruments**

The Financial Accounting Standards Board issued ASC (Accounting Standards Codification) 820-10 (SFAS No. 157), "Fair Value Measurements and Disclosures" for financial assets and liabilities. ASC 820-10 provides a framework for measuring fair value and requires expanded disclosures regarding fair value measurements. FASB ASC 820-10 defines fair value as the price that would be received for an asset or the exit price that would be paid to transfer a liability in the principal or most advantageous market in an orderly transaction between market participants on the measurement date. FASB ASC 820-10 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs, where available. The following summarizes the three levels of inputs required by the standard that the Company uses to measure fair value:

- Level 1: Quoted prices in active markets for identical assets or liabilities
- Level 2: Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the related assets or liabilities.
- Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The carrying amounts of the Company's financial instruments as of June 30, 2010, reflect

Cash: Level One measurement based on bank reporting.

**Basic and Diluted Earnings Per Share**

Net loss per share is calculated in accordance with FASB ASC 260, *Earnings Per Share*, for the period presented. ASC 260 requires presentation of basic earnings per share and diluted earnings per share. Basic income (loss) per share (“Basic EPS”) is computed by dividing net loss available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted earnings per share (“Diluted EPS”) is similarly calculated. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed to be exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby were used to purchase common stock at the average market price during the period. As at June 30, 2010, there were no potentially dilutive securities

The following is a reconciliation of the numerators and denominators of the basic and diluted earnings per share computations for the three months ended June 30, 2010 and 2009:

	2010	2009
<b><u>Numerator:</u></b>		
Basic and diluted net loss per share:		
Net Loss	\$ (5,591)	\$ (0)
<b><u>Denominator:</u></b>		
Basic and diluted weighted average number of shares outstanding	2,489,583	0
<b><u>Basic and Diluted Net Loss Per Share:</u></b>	\$ (0.002)	\$ (0.000)

**Revenue Recognition**

The Company's revenue recognition policies are in compliance with ASC 605-13 (Staff accounting bulletin (SAB) 104). Sales revenue is recognized at the date of shipment to customers when a formal arrangement exists, the price is fixed or determinable, the delivery is completed, no other significant obligations of the Company exist and collectibility is reasonably assured. There were no sales in the fiscal years ended December 31, 2010 and 2009

**Recent Accounting Pronouncements**

In May 2009, the FASB issued ASC 855 (SFAS No. 165), "*Subsequent Events*". ASC 855 sets forth the period after the balance sheet date through the date the financial statements were filed during which management of a reporting entity should evaluate events or transactions that may occur for potential recognition or disclosure in the financial statements, the circumstances under which an entity should recognize events or transactions occurring after the balance sheet date in its financial statements, and the disclosures that an entity should make about events or transactions that occurred after the balance sheet date. ASC 855 (SFAS 165) was effective for interim or annual periods ending after June 15, 2009. The Company does not anticipate the adoption of ACS 165 will have an impact on its consolidated results of operations or financial position.

In June, 2009, the FASB issued their final SFAS, No. 168, "*FASB Accounting Standards Codification*", (“ASC”), and the *Hierarchy of Generally Accepted Accounting Principles*". This was reflected in the codification as FASB ASC 105, *Generally Accepted Accounting Principles*. “ASC” is the single source of authoritative US generally accepted accounting principles recognized by the FASB to be applied to nongovernmental entities. It is effective for financial statements issued for interim and annual periods ending after September 15, 2009. It will not have an impact on the Company’s financial position, results of operations or cash flows.

**NOTE 3 UNCERTAINTY OF ABILITY TO CONTINUE AS A GOING CONCERN**

The Company's financial statements are prepared using the generally accepted accounting principles applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. However, the Company has not generated any revenue and has incurred a loss of \$5,582 in its initial year.

In view of the matters described above, recoverability of a major portion of the recorded asset amounts shown in the accompanying balance sheets is dependent upon continued operations of the Company, which in turn is dependent upon the Company's ability to raise additional capital, obtain financing and to succeed in its future operations. The financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

Management has taken the following steps to revise its operating and financial requirements, which it believes are sufficient to provide the Company with the ability to continue as a going concern. The Company pursued funding through sale of stock. It has pursued a dealership agreement for its intended product, the marketing and sales of which is anticipated to be profitable. Management believes that the above actions will allow the Company to continue operations through the next fiscal year.

**NOTE 4 RELATED ENTITIES TRANSACTIONS**

David Guest is president, chief financial officer, and sole director of the Board of Directors of the Company. He is the controlling shareholder of the Company, having 50.42% of the outstanding voting shares. He purchased Company stock for cash as follows:

August 26, 2009	2,000,000 shares	\$ 10,000
April 29, 2010	<u>1,000,000</u> shares	<u>10,000</u>
Total	<u>3,000,000</u> shares	<u>\$ 20,000</u>

**NOTE 5 INCOME TAXES**

No provision was made for federal income tax for the year ended June 30, 2010 and 2009, since the Company had net operating loss.

Net operating loss carryforwards may be used to reduce taxable income through the year 2030. The availability of the Company's net operating loss carryforwards are subject to limitation if there is a 50% or more positive change in the ownership of the Company's stock.

The net operating loss carryforward for federal and state income tax purposes is approximately \$5,600, generating a Federal deferred tax credit of \$840 as of June 30, 2010. An allowance of \$840 has been established.

**NOTE 6 CAPITAL**

During the year and period ended June 30, 2010, the company issued the following common shares:

August 26, 2009: 2,000,000 shares issued for cash at \$0.005 per share, realizing \$10,000.

Between March and May, 2010: 2,950,000 shares issued for cash at \$0.01 per share, realizing \$29,500.

April 29, 2010: 1,000,000 shares issued for cash at \$0.01 per share, realizing \$10,000.

As of June 30, 2010 the Company had authorized 5,000,000 preferred shares of par value \$0.001, of which none was issued and outstanding.

As of June 30, 2010 the Company had authorized 75,000,000 shares of common stock of par value \$0.001, of which 5,950,000 shares were issued and outstanding.

**NOTE 7 SUBSEQUENT EVENTS**

Events subsequent to June 30, 2010 have been evaluated through August 16, 2010, the date these statements were available to be issued, to determine whether they should be disclosed to keep the financial statements from being misleading. Management found the following subsequent event to be disclosed:

On July 8, 2010 the Company signed an exclusive dealership agreement with Wireless Wipes, a New York corporation that manufactures a sanitizing wipe used to clean cell phones and other mobile devices. The agreement grants the Company the exclusive right to purchase, inventory, promote and resell the product within Canada under certain minimum order rules.

## **Plan of Operations**

Berry Only plans to commence operations as set forth below.

### **Phase I – Initial Launch**

To date, Berry Only has conducted the following activities related to business formation and setup.

- Berry Only Inc. has incurred both accountant and attorney fees in the set up of the business.
- Set up computer system: The computer system will be used for correspondence, accounting purposes as well as to develop marketing and sales information.
- Assorted types of paper and stationery: Personalized with a logo, return addresses, etc. for catalogs, and brochures.
- Office furniture
- Together with Wireless Wipes™, Berry Only has begun development of marketing materials, including logo design, website and business cards.
- Signed the exclusive agreement with Wireless Wipes™.
- Researched and written the Wireless Wipes business plan.

### **Phase I –Initial Launch (con't)**

- Finish computer system setup. The computer system will ultimately include a computer stations, printers, fax/scanner, and a broadband Internet connection: Berry Only Inc. will use Microsoft Office and Simply Accounting as their preferred software.
- Secure an initial supply of Wireless Wipes™
- Develop 3<sup>rd</sup> party distributor relationships.
- Development of marketing materials.
- Develop the Wireless Wipes website (part of Berry Only).
- Further develop and implement detailed advertising strategies both online and offline.

This process is expected to have a budget of approximately \$30,000 and take 9 to 12 months. The company expects to have the website operational in winter of 2010. The company currently believes it has sufficient funding to conduct this phase of its operations. The President of Berry Only will spearhead these efforts, and will not be receiving a salary at this time.



## **Phase II – Buildout of Initial Market Area**

With a growing number of relationships in place, Phase II will be dedicated to fully rolling out the Wireless Wipes™ product, working with all its distributors and national accounts. Should management be successful with its strategy, additional funding may be sought for additional brand building strategies and for additional in-house staff to handle administrative and the increasing load associated with its marketing activities. Management will at all times be monitoring all marketing and other activities in order to refine its business strategy and present a case for securing funding for its most productive activities, as well to lay the basis for a future strategy in additional market areas.

## **Off-Balance Sheet Arrangements**

We have no significant off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to stockholders.

## **Results of Operations for Fiscal Year Ending June 30, 2010**

We did not earn any revenues from inception through the period ending June 30, 2010. We do not anticipate earning revenues until such time as we have begun operations on our website. We are presently in the start-up phase of our business and we can provide no assurance that we will attain sufficient business on our website to attain profitability.

We incurred operating expenses in the amount of \$5,582 from inception on June 24, 2009 through the period ended June 30, 2010. These operating expenses included the research and the preparation of our business plan in addition to administrative expenses. We anticipate our operating expenses will increase as we undertake our plan of operations. The increase will be attributed to costs associated with setting up and maintaining our website, and the professional fees to be incurred in connection with the filing of a registration statement with the Securities Exchange Commission under the Securities Act of 1933. We anticipate our ongoing operating expenses will also increase once we become a reporting company under the Securities Exchange Act of 1934.

## **Liquidity and Capital Resources**

As of June 30, 2010, we had cash of \$44,561 and operating capital of \$43,909.

We have not attained profitable operations and are dependent upon obtaining financing to pursue significant development activities beyond those planned for the current fiscal year. For these reasons, our auditors stated in their report that they have substantial doubt we will be able to continue as a going concern.

## **Changes in and Disagreements with Accountants**

We have had no changes in or disagreements with our accountants.

## Directors, Executive Officers, Promoters And Control Persons

Our executive officers and directors and their respective ages as of August 17, 2010 are as follows:

<u>Name</u>	<u>Age</u>	<u>Position(s) and Office(s) Held</u>
David Guest	39	President, Chief Executive Officer, Chief Financial Officer, and Director

Set forth below is a brief description of the background and business experience of each of our current executive officers and directors.

**David Guest** is our CEO, CFO, President, Secretary, Treasurer and sole director. Mr. Guest received his Bachelor's Degree of Commerce with a major in urban land economics from the Sauder School of Business at the University of British Columbia in Vancouver, Canada. He is a corporate real estate executive with 15 years of experience providing and sourcing a full range of real property services. Most recently Mr. Guest was responsible for the direction and oversight of all real estate activities and portfolio strategy for General Motors of Canada Limited. Prior to joining General Motors, Mr. Guest held a progression of real estate roles at the Canadian National Railway Company managing diverse portfolios in Western Canada.

### Directors

Our bylaws authorize no less than one (1) director. We currently have one Director.

### Term of Office

Our directors are appointed for a one-year term to hold office until the next annual general meeting of our shareholders or until removed from office in accordance with our bylaws. Our officers are appointed by our board of directors and hold office until removed by the board.

### Significant Employees

We have no significant employees other than our President. We do not believe we will require any additional employees until such time as the website is complete and begins obtaining significant orders. We are outsourcing in the meantime for the development of our website.

## Executive Compensation

### Compensation Discussion and Analysis

The Company presently not does have employment agreements with any of its named executive officers and it has not established a system of executive compensation or any fixed policies regarding compensation of executive

officers. Due to financial constraints typical of those faced by a development stage business, the company has not paid any cash and/or stock compensation to its named executive officers.

Our current named executive officer holds substantial ownership in the Company and is motivated by a strong entrepreneurial interest in developing our operations and potential revenue base to the best of his ability. As our business and operations expand and mature, we may develop a formal system of compensation designed to attract, retain and motivate talented executives

### Summary Compensation Table

The table below summarizes all compensation awarded to, earned by, or paid to each named executive officer for our last two completed fiscal years for all services rendered to us.

SUMMARY COMPENSATION TABLE									
Name and principal position	Year	Salary	Bonus	Stock	Option	Non-Equity	Nonqualified	All Other	Total
		(\$)	(\$)	Awards (\$)	Awards (\$)	Incentive Plan Compensation (\$)	Deferred Compensation Earnings (\$)	Compensation (\$)	(\$)
David Guest,	2009	0	0	0	0	0	0	0	0
CEO, CFO, President, Secretary- Treasurer, & Director	2010	0	0	0	0	0	0	0	0

### Narrative Disclosure to the Summary Compensation Table

Our named executive officers do not currently receive any compensation from the Company for their service as officers of the Company.

### Outstanding Equity Awards At Fiscal Year-end Table

The table below summarizes all unexercised options, stock that has not vested, and equity incentive plan awards for each named executive officer outstanding as of the end of our last completed fiscal year.

OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END									
OPTION AWARDS						STOCK AWARDS			
Name	Number of Securities Underlying Unexercised Options (#)	Number of Securities Underlying Unexercised Options (#)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Stock That Have Not Vested (#)	Market Value of Shares or Stock That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Shares, Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Shares, Other Rights That Have Not Vested (\$)
David Guest	0	0	0	0	0	0	0	0	0

### Compensation of Directors Table

The table below summarizes all compensation paid to our directors for our last completed fiscal year.

DIRECTOR COMPENSATION							
Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Non-Qualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
David Guest	0	0	0	0	0	0	0

### Narrative Disclosure to the Director Compensation Table

Our directors do not currently receive any compensation from the Company for their service as members of the Board of Directors of the Company.

### Security Ownership of Certain Beneficial Owners and Management

The following table sets forth, as of August 17, 2010, the beneficial ownership of our common stock by each executive officer and director, by each person known by us to beneficially own more than 5% of the our common stock and by the executive officers and directors as a group. Except as otherwise indicated, all shares are owned directly and the percentage shown is based on 5,950,000 shares of common stock issued and outstanding on August 17, 2010.

<b>Title of class</b>	<b>Name and address of beneficial owner</b>	<b>Amount of beneficial ownership</b>	<b>Percent of class*</b>
Common	David Guest 722B Kingston Rd Toronto, ON M4E 1R7	3,000,000	50.42%
<b>Common</b>	<b>Total all executive officers and directors</b>	<b>3,000,000</b>	<b>50.42%</b>
<b>Common</b>	<b>5% Shareholders</b> None		

As used in this table, "beneficial ownership" means the sole or shared power to vote, or to direct the voting of, a security, or the sole or shared investment power with respect to a security (i.e., the power to dispose of, or to direct the disposition of, a security). In addition, for purposes of this table, a person is deemed, as of any date, to have "beneficial ownership" of any security that such person has the right to acquire within 60 days after such date.

The persons named above have full voting and investment power with respect to the shares indicated. Under the rules of the Securities and Exchange Commission, a person (or group of persons) is deemed to be a "beneficial owner" of a security if he or she, directly or indirectly, has or shares the power to vote or to direct the voting of such security, or the power to dispose of or to direct the disposition of such security. Accordingly, more than one person may be deemed to be a beneficial owner of the same security. A person is also deemed to be a beneficial owner of any security, which that person has the right to acquire within 60 days, such as options or warrants to purchase our common stock.

### Disclosure of Commission Position of Indemnification for Securities Act Liabilities

In accordance with the provisions in our articles of incorporation, we will indemnify an officer, director, or former officer or director, to the full extent permitted by law.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such

liabilities (other than the payment by us of expenses incurred or paid by a director, officer or controlling person of us in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

#### **Certain Relationships and Related Transactions**

We issued 2,000,000 shares of common stock at a price of \$0.005 per share to our president, Mr. Guest for consideration of \$10,000 effective August 26, 2009. We also issued 1,000,000 shares of common stock at a price of \$0.01 per share to our president, Mr. Guest for consideration of \$10,000 effective April 29, 2010. These issuances were made to Mr. Guest, who is a sophisticated individual and was in a position of access to relevant and material information regarding our operations. The shares were issued pursuant to Section 4(2) of the Securities Act of 1933 and are restricted shares as defined in the Securities Act.

There are no family relationships between any of the selling shareholders and David Guest our President and Sole Director:

#### **Available Information**

We have filed a Registration Statement on form S-1 under the Securities Act of 1933 with the Securities and Exchange Commission with respect to the shares of our common stock offered through this prospectus. This Prospectus is filed as a part of that Registration Statement, but does not contain all of the information contained in the Registration Statement and exhibits. Statements made in the Registration Statement are summaries of the material terms of the referenced contracts, agreements or documents of the company. We refer you to our Registration Statement and each exhibit attached to it for a more detailed description of matters involving the company. You may inspect the Registration Statement, exhibits and schedules filed with the Securities and Exchange Commission at the Commission's principal office in Washington, D.C. Copies of all or any part of the Registration Statement may be obtained from the Public Reference Section of the Securities and Exchange Commission, 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the Commission at 1-800-SEC-0330 for further information on the operation of the public reference rooms. The Securities and Exchange Commission also maintains a web site at <http://www.sec.gov> that contains reports, proxy statements and information regarding registrants that file electronically with the Commission. Our Registration Statement and the referenced exhibits can also be found on this site.

#### **Dealer Prospectus Delivery Obligation**

Until \_\_\_\_\_, all dealers that effect in these securities whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

## Part II

### Information Not Required In the Prospectus

#### Item 13. Other Expenses Of Issuance And Distribution

The estimated costs of this offering are as follows:

Securities and Exchange Commission registration fee	\$	2.10
Federal Taxes	\$	0
State Taxes and Fees	\$	0
Transfer Agent Fees	\$	0
Accounting fees and expenses	\$	2,500
Legal fees and expenses	\$	5,000
Total	\$	<u>7,502.10</u>

All amounts are estimates, other than the Commission's registration fee.

We are paying all expenses of the offering listed above. No portion of these expenses will be borne by the selling shareholders. The selling shareholders, however, will pay any other expenses incurred in selling their common stock, including any brokerage commissions or costs of sale.

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

Our officers and directors are indemnified as provided by the Nevada Revised Statutes and our bylaws.

Under the governing Nevada statutes, director immunity from liability to a company or its shareholders for monetary liabilities applies automatically unless it is specifically limited by a company's articles of incorporation. Our articles of incorporation do not contain any limiting language regarding director immunity from liability. Excepted from this immunity are:

1. a willful failure to deal fairly with the company or its shareholders in connection with a matter in which the director has a material conflict of interest;
2. a violation of criminal law (unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful);
3. a transaction from which the director derived an improper personal profit; and
4. willful misconduct.

Our bylaws provide that we will indemnify our directors and officers to the fullest extent not prohibited by Nevada law; provided, however, that we may modify the extent of such indemnification by individual contracts with our directors and officers; and, provided, further, that we shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person unless:

1. such indemnification is expressly required to be made by law;
2. the proceeding was authorized by our Board of Directors;
3. such indemnification is provided by us, in our sole discretion, pursuant to the powers vested in us under Nevada law; or;
4. such indemnification is required to be made pursuant to the bylaws.

Our bylaws provide that we will advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer, of the company, or is or was serving at the request of the company as a director or executive officer of another company, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefore, all expenses incurred by any director or officer in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under our bylaws or otherwise.

Our bylaws provide that no advance shall be made by us to an officer of the company, except by reason of the fact that such officer is or was a director of the company in which event this paragraph shall not apply, in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made: (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the company.

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

We closed an issue of 2,000,000 shares of common stock on August 26, 2009 to our sole officer and director, David Guest, at a price of \$0.005 per share. The total proceeds received from this offering were \$10,000. These shares were issued pursuant to Section 4(2) of the Securities Act of 1933 and are restricted shares as defined in the Securities Act. We did not engage in any general solicitation or advertising.



We closed an issue of 1,000,000 shares of common stock on April 29, 2010 to our sole officer and director, David Guest, at a price of \$0.01 per share. The total proceeds received from this offering were \$10,000. These shares were issued pursuant to Section 4(2) of the Securities Act of 1933 and are restricted shares as defined in the Securities Act. We did not engage in any general solicitation or advertising.

We completed an offering of 2,950,000 shares of our common stock at a price of \$0.01 per share to a total of thirty three (33) purchasers on March 31, 2008. The total amount we received from this offering was \$29,500. The identity of the purchasers from this offering is included in the selling shareholder table set forth above. We completed this offering pursuant Rule 903(C)(3) of Regulation S of the Securities Act of 1933.

#### **Item 16. Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
<a href="#">3.1</a>	<a href="#">Articles of Incorporation</a>
<a href="#">3.2</a>	<a href="#">By-Laws</a>
<a href="#">5.1</a>	<a href="#">Opinion and Consent of Synergen Law Group, APC</a>
<a href="#">23.1</a>	<a href="#">Consent of John Kinross-Kennedy, Certified Public Accountant</a>
<a href="#">99.1</a>	<a href="#">Exclusive Distribution Agreement with Wireless Wipes</a>

#### **Item 17. Undertakings**

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

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

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

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

(a) If the Company is relying on Rule 430B:

i. Each prospectus filed by the Company pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

ii. Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(b) If the Company is subject to Rule 430C:

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

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of securities: The undersigned registrant undertakes that in a primary offering of securities of the registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered

or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer and sell such securities to the purchaser: (i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424; (ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant; (iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

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

## SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and authorized this registration statement to be signed on its behalf by the undersigned, in Toronto, Ontario, Canada, on August 17, 2010.

BERRY ONLY INC.

By: /s/ David Guest  
David Guest  
President, Chief Executive Officer, Chief  
Financial Officer,  
Principal Accounting Officer and sole Director

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Michael Frank Phillet as his true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or any of them, or of their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

By: /s/ David Guest

David Guest

President, Chief Executive Officer, Chief Financial Officer,

Principal Accounting Officer and sole Director

August 17, 2010



STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Certified Copy

June 24, 2009

**Job Number:** C20090625-0051  
**Reference Number:**  
**Expedite:**  
**Through Date:**

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20090506072-81	Articles of Incorporation	1 Pages/1 Copies



Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

Certified By: Diana Speltz  
Certificate Number: C20090625-0051  
You may verify this certificate  
online at <http://www.nvsos.gov/>

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



ROSS MILLER  
Secretary of State  
208 North Carson Street  
Carson City, Nevada 89701-4299  
(775) 684 5708  
Website: www.nvso.gov

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20090506072-81</b>
	Filing Date and Time <b>06/24/2009 3:30 PM</b>
	Entity Number <b>E0341392009-0</b>

**Articles of Incorporation**  
(PURSUANT TO NRS CHAPTER 78)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	BERRY ONLY INC.		
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent Nevada Agency and Transfer Company Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Nevada Street Address City Zip Code 50 West Liberty St, STE 880 Reno Nevada: 89501 Mailing Address (if different from street address) City Zip Code		
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value: 5,000,000-Preferred .001 Par	Number of shares without par value: NONE	
4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) Name: DAVID D. GUEST Street Address: 722 B KINGSTON RD. City: TORONTO State: ONTARIO Zip Code: M4E 1R7 CANADA 2) Name: _____ City: _____ State: _____ Zip Code: _____		
5. Purpose: (optional; see instructions)	The purpose of the corporation shall be: Any lawful purpose under the State of Nevada		
6. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)	Name: DAVID D. GUEST Incorporator Signature: Address: 722 B KINGSTON ROAD City: TORONTO, ONTARIO, CANADA State: M4E1R7 Zip Code		
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date: JUNE 24, 2009		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles  
Revised on 7-1-08

SECRETARY OF STATE



**CORPORATE CHARTER**

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **BERRY ONLY INC.**, did on June 24, 2009, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 25, 2009.

A handwritten signature in cursive script, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

Certified By: Diana Speltz  
Certificate Number: C20090625-0051  
You may verify this certificate  
online at <http://www.nvsos.gov/>





**BYLAWS**

**of**

**BERRY ONLY INC.**

(the "Corporation")

**ARTICLE I: MEETINGS OF SHAREHOLDERS**

**Section 1 - Annual Meetings**

The annual meeting of the shareholders of the Corporation shall be held at the time fixed, from time to time, by the Board of Directors.

**Section 2 - Special Meetings**

Special meetings of the shareholders may be called by the Board of Directors or such person or persons authorized by the Board of Directors.

**Section 3 - Place of Meetings**

Meetings of shareholders shall be held at the registered office of the Corporation, or at such other places, within or without the State of Nevada as the Board of Directors may from time to time fix.

**Section 4 - Notice of Meetings**

A notice convening an annual or special meeting which specifies the place, day, and hour of the meeting, and the general nature of the business of the meeting, must be faxed, personally delivered or mailed postage prepaid to each shareholder of the Corporation entitled to vote at the meeting at the address of the shareholder as it appears on the stock transfer ledger of the Corporation, at least ten (10) days prior to the meeting. Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, a shareholder will not invalidate the proceedings at that meeting.

**Section 5 - Action Without a Meeting**

Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting, without prior notice and without a vote if written consents are signed by shareholders representing a majority of the shares entitled to vote at such a meeting, except however, if a different proportion of voting power is required by law, the Articles of Incorporation or these Bylaws, than that proportion of written consents is required. Such written consents must be filed with the minutes of the proceedings of the shareholders of the Corporation.

---

#### Section 6 - Quorum

- a) No business, other than the election of the chairman or the adjournment of the meeting, will be transacted at an annual or special meeting unless a quorum of shareholders, entitled to attend and vote, is present at the commencement of the meeting, but the quorum need not be present throughout the meeting.
- b) Except as otherwise provided in these Bylaws, a quorum is two persons present and being, or representing by proxy, shareholders of the Corporation.
- c) If within half an hour from the time appointed for an annual or special meeting a quorum is not present, the meeting shall stand adjourned to a day, time and place as determined by the chairman of the meeting.

#### Section 7 - Voting

Subject to a special voting rights or restrictions attached to a class of shares, each shareholder shall be entitled to one vote for each share of stock in his or her own name on the books of the corporation, whether represented in person or by proxy.

#### Section 8 - Motions

No motion proposed at an annual or special meeting need be seconded.

#### Section 9 - Equality of Votes

In the case of an equality of votes, the chairman of the meeting at which the vote takes place is not entitled to have a casting vote in addition to the vote or votes to which he may be entitled as a shareholder or proxyholder.

#### Section 10 - Dispute as to Entitlement to Vote

In a dispute as to the admission or rejection of a vote at an annual or special meeting, the decision of the chairman made in good faith is conclusive.

#### Section 11 - Proxy

- a) Each shareholder entitled to vote at an annual or special meeting may do so either in person or by proxy. A form of proxy must be in writing under the hand of the appointor or of his or her attorney duly authorized in writing, or, if the appointor is a corporation, either under the seal of the corporation or under the hand of a duly authorized officer or attorney. A proxyholder need not be a shareholder of the Corporation.
- b) A form of proxy and the power of attorney or other authority, if any, under which it is signed or a facsimiled copy thereof must be deposited at the registered office of the Corporation or at such other place as is specified for that purpose in the notice convening the meeting. In addition to any other method of depositing proxies provided for in these Bylaws, the Directors may from time to time by resolution make regulations relating to the

depositing of proxies at a place or places and fixing the time or times for depositing the proxies not exceeding 48 hours (excluding Saturdays, Sundays and holidays) preceding the meeting or adjourned meeting specified in the notice calling a meeting of shareholders.

## **ARTICLE II: BOARD OF DIRECTORS**

### Section 1 - Number, Term, Election and Qualifications

- a) The first Board of Directors of the Corporation, and all subsequent Boards of the Corporation, shall consist of not less than one (1) and not more than nine (9) directors. The number of Directors may be fixed and changed from time to time by ordinary resolution of the shareholders of the Corporation.
- b) The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors have been duly elected and qualified or until there is a decrease in the number of directors. Thereinafter, Directors will be elected at the annual meeting of shareholders and shall hold office until the annual meeting of the shareholders next succeeding his or her election, or until his or her prior death, resignation or removal. Any Director may resign at any time upon written notice of such resignation to the Corporation.
- c) A casual vacancy occurring in the Board may be filled by the remaining Directors.
- d) Between successive annual meetings, the Directors have the power to appoint one or more additional Directors but not more than 1/2 of the number of Directors fixed at the last shareholder meeting at which Directors were elected. A Director so appointed holds office only until the next following annual meeting of the Corporation, but is eligible for election at that meeting. So long as he or she is an additional Director, the number of Directors will be increased accordingly.
- e) A Director is not required to hold a share in the capital of the Corporation as qualification for his or her office.

### Section 2 - Duties, Powers and Remuneration

- a) The Board of Directors shall be responsible for the control and management of the business and affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except for those powers conferred upon or reserved for the shareholders or any other persons as required under Nevada state law, the Corporation's Articles of Incorporation or by these Bylaws.
- b) The remuneration of the Directors may from time to time be determined by the Directors or, if the Directors decide, by the shareholders.

### Section 3 - Meetings of Directors

- a) The President of the Corporation shall preside as chairman at every meeting of the Directors, or if the President is not present or is willing to act as chairman, the Directors present shall choose one of their number to be chairman of the meeting.
- b) The Directors may meet together for the dispatch of business, and adjourn and otherwise regulate their meetings as they think fit. Questions arising at a meeting must be decided by a majority of votes. In case of an equality of votes the chairman does not have a second or casting vote. Meetings of the Board held at regular intervals may be held at the place and time upon the notice (if any) as the Board may by resolution from time to time determine.
- c) A Director may participate in a meeting of the Board or of a committee of the Directors using conference telephones or other communications facilities by which all Directors participating in the meeting can hear each other and provided that all such Directors agree to such participation. A Director participating in a meeting in accordance with this Bylaw is deemed to be present at the meeting and to have so agreed. Such Director will be counted in the quorum and entitled to speak and vote at the meeting.
- d) A Director may, and the Secretary on request of a Director shall, call a meeting of the Board. Reasonable notice of the meeting specifying the place, day and hour of the meeting must be given by mail, postage prepaid, addressed to each of the Directors and alternate Directors at his or her address as it appears on the books of the Corporation or by leaving it at his or her usual business or residential address or by telephone, facsimile or other method of transmitting legibly recorded messages. It is not necessary to give notice of a meeting of Directors to a Director immediately following a shareholder meeting at which the Director has been elected, or is the meeting of Directors at which the Director is appointed.
- e) A Director of the Corporation may file with the Secretary a document executed by him waiving notice of a past, present or future meeting or meetings of the Directors being, or required to have been, sent to him and may at any time withdraw the waiver with respect to meetings held thereafter. After filing such waiver with respect to future meetings and until the waiver is withdrawn no notice of a meeting of Directors need be given to the Director. All meetings of the Directors so held will be deemed not to be improperly called or constituted by reason of notice not having been given to the Director.
- f) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and if not so fixed is a majority of the Directors or, if the number of Directors is fixed at one, is one Director.
- g) The continuing Directors may act notwithstanding a vacancy in their body but, if and so long as their number is reduced below the number fixed pursuant to these Bylaws as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a shareholder meeting of the Corporation, but for no other purpose.

- h) All acts done by a meeting of the Directors, a committee of Directors, or a person acting as a Director, will, notwithstanding that it be afterwards discovered that there was some defect in the qualification, election or appointment of the Directors, shareholders of the committee or person acting as a Director, or that any of them were disqualified, be as valid as if the person had been duly elected or appointed and was qualified to be a Director.
- i) A resolution consented to in writing, whether by facsimile or other method of transmitting legibly recorded messages, by all of the Directors is as valid as if it had been passed at a meeting of the Directors duly called and held. A resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution must be filed with the minutes of the proceedings of the directors and is effective on the date stated on it or on the latest date stated on a counterpart.
- j) All Directors of the Corporation shall have equal voting power.

#### Section 4 - Removal

One or more or all the Directors of the Corporation may be removed with or without cause at any time by a vote of two-thirds of the shareholders entitled to vote thereon, at a special meeting of the shareholders called for that purpose.

#### Section 5 - Committees

- a) The Directors may from time to time by resolution designate from among its members one or more committees, and alternate members thereof, as they deem desirable, each consisting of one or more members, with such powers and authority (to the extent permitted by law and these Bylaws) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board of Directors and unless otherwise stated by law, the Certificate of Incorporation of the Corporation or these Bylaws, shall be governed by the rules and regulations stated herein regarding the Board of Directors.
- b) Each Committee shall keep regular minutes of its transactions, shall cause them to be recorded in the books kept for that purpose, and shall report them to the Board at such times as the Board may from time to time require. The Board has the power at any time to revoke or override the authority given to or acts done by any Committee.

### **ARTICLE III: OFFICERS**

#### Section 1 - Number, Qualification, Election and Term of Office

- a) The Corporation's officers shall have such titles and duties as shall be stated in these Bylaws or in a resolution of the Board of Directors which is not inconsistent with these Bylaws. The officers of the Corporation shall consist of a president, secretary, treasurer, and also may have one or more vice presidents, assistant secretaries and assistant treasurers and such other officers as the Board of Directors may from time to time deem advisable. Any officer may hold two or more offices in the Corporation, and may or may not also act as a Director.

- b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.
- c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his or her election, and until his or her successor shall have been duly elected and qualified, subject to earlier termination by his or her death, resignation or removal.

#### Section 2 - Resignation

Any officer may resign at any time by giving written notice of such resignation to the Corporation.

#### Section 3 - Removal

Any officer appointed by the Board of Directors may be removed by a majority vote of the Board, either with or without cause, and a successor appointed by the Board at any time, and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

#### Section 4 - Remuneration

The remuneration of the Officers of the Corporation may from time to time be determined by the Directors or, if the Directors decide, by the shareholders.

#### Section 5 - Conflict of Interest

Each officer of the Corporation who holds another office or possesses property whereby, whether directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as an officer of the Corporation shall, in writing, disclose to the President the fact and the nature, character and extent of the conflict and abstain from voting with respect to any resolution in which the officer has a personal interest.

### **ARTICLE V: SHARES OF STOCK**

#### Section 1 - Certificate of Stock

- a) The shares of the Corporation shall be represented by certificates or shall be uncertificated shares.
- b) Certificated shares of the Corporation shall be signed, either manually or by facsimile, by officers or agents designated by the Corporation for such purposes, and shall certify the number of shares owned by the shareholder in the Corporation. Whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of the officers or agents, the transfer agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. If the Corporation uses facsimile signatures of its officers and agents on its stock

certificates, it cannot act as registrar of its own stock, but its transfer agent and registrar may be identical if the institution acting in those dual capacities countersigns or otherwise authenticates any stock certificates in both capacities. If any officer who has signed or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

- c) If the Corporation issued uncertificated shares as provided for in these Bylaws, within a reasonable time after the issuance or transfer of such uncertificated shares, and at least annually thereafter, the Corporation shall send the shareholder a written statement certifying the number of shares owned by such shareholder in the Corporation.
- d) Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.
- e) If a share certificate:
  - (i) is worn out or defaced, the Directors shall, upon production to them of the certificate and upon such other terms, if any, as they may think fit, order the certificate to be cancelled and issue a new certificate;
  - (ii) is lost, stolen or destroyed, then upon proof being given to the satisfaction of the Directors and upon and indemnity, if any being given, as the Directors think adequate, the Directors shall issue a new certificate; or
  - (iii) represents more than one share and the registered owner surrenders it to the Corporation with a written request that the Corporation issue in his or her name two or more certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the certificate so surrendered, the Corporation shall cancel the certificate so surrendered and issue new certificates in accordance with such request.

#### Section 2 - Transfers of Shares

- a) Transfers or registration of transfers of shares of the Corporation shall be made on the stock transfer books of the Corporation by the registered holder thereof, or by his or her attorney duly authorized by a written power of attorney; and in the case of shares represented by certificates, only after the surrender to the Corporation of the certificates representing such shares with such shares properly endorsed, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation may reasonably require, and the payment of all stock transfer taxes due thereon.
- b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.



- c) While the Corporation is not a reporting issuer or has not filed a registration statement no share or security (other than a non-convertible debt security) may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

#### Section 3 - Record Date

- a) The Directors may fix in advance a date, which must not be more than 60 days permitted by the preceding the date of a meeting of shareholders or a class of shareholders, or of the payment of a dividend or of the proposed taking of any other proper action requiring the determination of shareholders as the record date for the determination of the shareholders entitled to notice of, or to attend and vote at, a meeting and an adjournment of the meeting, or entitled to receive payment of a dividend or for any other proper purpose and, in such case, notwithstanding anything in these Bylaws, only shareholders of records on the date so fixed will be deemed to be the shareholders for the purposes of this Bylaw.
- b) Where no record date is so fixed for the determination of shareholders as provided in the preceding Bylaw, the date on which the notice is mailed or on which the resolution declaring the dividend is adopted, as the case may be, is the record date for such determination.

#### Section 4 - Fractional Shares

Notwithstanding anything else in these Bylaws, the Corporation, if the Directors so resolve, will not be required to issue fractional shares in connection with an amalgamation, consolidation, exchange or conversion. At the discretion of the Directors, fractional interests in shares may be rounded to the nearest whole number, with fractions of 1/2 being rounded to the next highest whole number, or may be purchased for cancellation by the Corporation for such consideration as the Directors determine. The Directors may determine the manner in which fractional interests in shares are to be transferred and delivered to the Corporation in exchange for consideration and a determination so made is binding upon all shareholders of the Corporation. In case shareholders having fractional interests in shares fail to deliver them to the Corporation in accordance with a determination made by the Directors, the Corporation may deposit with the Corporation's Registrar and Transfer Agent a sum sufficient to pay the consideration payable by the Corporation for the fractional interests in shares, such deposit to be set aside in trust for such shareholders. Such setting aside is deemed to be payment to such shareholders for the fractional interests in shares not so delivered which will thereupon not be considered as outstanding and such shareholders will not be considered to be shareholders of the Corporation with respect thereto and will have no right except to receive payment of the money so set aside and deposited upon delivery of the certificates for the shares held prior to the amalgamation, consolidation, exchange or conversion which result in fractional interests in shares.

## **ARTICLE VI: DIVIDENDS**

- a) Dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine and shares may be issued pro rata and without consideration to the Corporation's shareholders or to the shareholders of one or more classes or series.
- b) Shares of one class or series may not be issued as a share dividend to shareholders of another class or series unless such issuance is in accordance with the Articles of Incorporation and:
  - (i) a majority of the current shareholders of the class or series to be issued approve the issue; or
  - (ii) there are no outstanding shares of the class or series of shares that are authorized to be issued as a dividend.

## **ARTICLE VII: BORROWING POWERS**

- a) The Directors may from time to time on behalf of the Corporation:
  - (i) borrow money in such manner and amount, on such security, from such sources and upon such terms and conditions as they think fit,
  - (ii) issue bonds, debentures and other debt obligations either outright or as security for liability or obligation of the Corporation or another person, and
  - (iii) mortgage, charge, whether by way of specific or floating charge, and give other security on the undertaking, or on the whole or a part of the property and assets of the Corporation (both present and future).
- b) A bond, debenture or other debt obligation of the Corporation may be issued at a discount, premium or otherwise, and with a special privilege as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at shareholder meetings of the Corporation, appointment of Directors or otherwise, and may by its terms be assignable free from equities between the Corporation and the person to whom it was issued or a subsequent holder thereof, all as the Directors may determine.

## **ARTICLE VIII: FISCAL YEAR**

The fiscal year end of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors from time to time, subject to applicable law.

## **ARTICLE IX: CORPORATE SEAL**

The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the Board of Directors. The use of a seal or stamp by the Corporation on corporate documents is not necessary and the lack thereof shall not in any way affect the legality of a corporate document.

## ARTICLE X: AMENDMENTS

### Section 1 - By Shareholders

All Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made by a majority vote of the shareholders at any annual meeting or special meeting called for that purpose.

### Section 2 - By Directors

The Board of Directors shall have the power to make, adopt, alter, amend and repeal, from time to time, Bylaws of the Corporation.

## ARTICLE XI: DISCLOSURE OF INTEREST OF DIRECTORS

- a) A Director who is, in any way, directly or indirectly interested in an existing or proposed contract or transaction with the Corporation or who holds an office or possesses property whereby, directly or indirectly, a duty or interest might be created to conflict with his or her duty or interest as a Director, shall declare the nature and extent of his or her interest in such contract or transaction or of the conflict with his or her duty and interest as a Director, as the case may be.
- b) A Director shall not vote in respect of a contract or transaction with the Corporation in which he is interested and if he does so his or her vote will not be counted, but he will be counted in the quorum present at the meeting at which the vote is taken. The foregoing prohibitions do not apply to:
  - (i) a contract or transaction relating to a loan to the Corporation, which a Director or a specified corporation or a specified firm in which he has an interest has guaranteed or joined in guaranteeing the repayment of the loan or part of the loan;
  - (ii) a contract or transaction made or to be made with or for the benefit of a holding corporation or a subsidiary corporation of which a Director is a director or officer;
  - (iii) a contract by a Director to subscribe for or underwrite shares or debentures to be issued by the Corporation or a subsidiary of the Corporation, or a contract, arrangement or transaction in which a Director is directly or indirectly interested if all the other Directors are also directly or indirectly interested in the contract, arrangement or transaction;
  - (iv) determining the remuneration of the Directors;
  - (v) purchasing and maintaining insurance to cover Directors against liability incurred by them as Directors; or
  - (vi) the indemnification of a Director by the Corporation.

- c) A Director may hold an office or place of profit with the Corporation (other than the office of Auditor of the Corporation) in conjunction with his or her office of Director for the period and on the terms (as to remuneration or otherwise) as the Directors may determine. No Director or intended Director will be disqualified by his or her office from contracting with the Corporation either with regard to the tenure of any such other office or place of profit, or as vendor, purchaser or otherwise, and, no contract or transaction entered into by or on behalf of the Corporation in which a Director is interested is liable to be voided by reason thereof.
- d) A Director or his or her firm may act in a professional capacity for the Corporation (except as Auditor of the Corporation), and he or his or her firm is entitled to remuneration for professional services as if he were not a Director.
- e) A Director may be or become a director or other officer or employee of, or otherwise interested in, a corporation or firm in which the Corporation may be interested as a shareholder or otherwise, and the Director is not accountable to the Corporation for remuneration or other benefits received by him as director, officer or employee of, or from his or her interest in, the other corporation or firm, unless the shareholders otherwise direct.

#### **ARTICLE XII: ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT**

The Corporation shall, within sixty days after the filing of its Articles of Incorporation with the Secretary of State, and annually thereafter on or before the last day of the month in which the anniversary date of incorporation occurs each year, file with the Secretary of State a list of its president, secretary and treasurer and all of its Directors, along with the post office box or street address, either residence or business, and a designation of its resident agent in the state of Nevada. Such list shall be certified by an officer of the Corporation.

#### **ARTICLE XIII: INDEMNITY OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

- a) The Directors shall cause the Corporation to indemnify a Director or former Director of the Corporation and the Directors may cause the Corporation to indemnify a director or former director of a corporation of which the Corporation is or was a shareholder and the heirs and personal representatives of any such person against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by him or them including an amount paid to settle an action or satisfy a judgment in a criminal or administrative action or proceeding to which he is or they are made a party by reason of his or her being or having been a Director of the Corporation or a director of such corporation, including an action brought by the Corporation or corporation. Each Director of the Corporation on being elected or appointed is deemed to have contracted with the Corporation on the terms of the foregoing indemnity.

- b) The Directors may cause the Corporation to indemnify an officer, employee or agent of the Corporation or of a corporation of which the Corporation is or was a shareholder (notwithstanding that he is also a Director), and his or her heirs and personal representatives against all costs, charges and expenses incurred by him or them and resulting from his or her acting as an officer, employee or agent of the Corporation or corporation. In addition the Corporation shall indemnify the Secretary or an Assistance Secretary of the Corporation (if he is not a full time employee of the Corporation and notwithstanding that he is also a Director), and his or her respective heirs and legal representatives against all costs, charges and expenses incurred by him or them and arising out of the functions assigned to the Secretary by the Corporation Act or these Articles and each such Secretary and Assistant Secretary, on being appointed is deemed to have contracted with the Corporation on the terms of the foregoing indemnity.
- c) The Directors may cause the Corporation to purchase and maintain insurance for the benefit of a person who is or was serving as a Director, officer, employee or agent of the Corporation or as a director, officer, employee or agent of a corporation of which the Corporation is or was a shareholder and his or her heirs or personal representatives against a liability incurred by him as a Director, officer, employee or agent.

**CERTIFIED TO BE THE BYLAWS OF:**

**BERRY ONLY INC.**

**per:**

**/s/ David Guest**

---

**President**





# Synergen Law Group

A Professional Law Corporation

August 16, 2010

Mr. David Guest, President  
Berry Only, Inc.  
722B Kingston Rd  
Toronto, Ontario M4E 1R7  
Canada

Via E-Mail Only

Re: Legal Opinion Pursuant to SEC Form S-1  
Registration Statement – Berry Only, Inc.

Dear Mr. Guest:

We have acted as securities counsel to Berry Only, Inc., a Nevada corporation (the "Company"), in connection with the preparation of the registration statement on Form S-1 (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), to register an aggregate of 2,950,000 shares of common stock, par value \$0.001 per share, of the Company registered on behalf of the Selling Stockholders named in the Registration Statement (the "Shares").

In our capacity as counsel to the Company, we have reviewed the Company's Articles of Incorporation, Bylaws, the Registration Statement, the exhibits to the Registration Statement and such other records, documents, statutes and decisions as we have deemed relevant in rendering this opinion.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons signing or delivering any instrument, the authenticity of all documents admitted to us as originals, the conformity to original documents submitted to us as certificated or photo copies, the authenticity of the originals of such latter documents and the date of authorization and valid execution and delivery of all documents. As to any facts material to this opinion, we have relied upon statements and representations of officers and other representatives of the Company.

Based upon the foregoing and having regard for such legal considerations as we deem relevant, we are of the opinion that the Shares have been duly and validly authorized for issuance and are legally issued, fully paid and non-assessable.

The foregoing opinion is limited to the federal laws of the United States of America and the General Corporation Law of the State of Nevada.

---

**819 Anchorage Place, Suite 28  
Chula Vista, CA 91914**

**Tel. 619.475.7882  
Fax. 619.512.5184**

---

Mr. David Guest, President  
Berry Only, Inc.  
August 16, 2010  
Page | 2

We hereby consent to the prior filing of this opinion as an exhibit to the Registration Statement, as may be amended from time to time. We also consent to the reference to my name and this firm under the heading "Interests of Named Experts and Counsel" in the prospectus which forms a part of the Registration Statement.

Regards,  
SYNERGEN LAW GROUP

/s/ Karen A. Batcher, Esq.

Karen A. Batcher, Esq.  
kbatcher@synergenlaw.com

---







John Kinross-Kennedy, C.P.A.  
17848 Skypark Circle  
Irvine, CA 92614-6401  
(949) 955-2522. Fax (949)724-3817  
[jkross@zamu.com](mailto:jkross@zamu.com)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

I consent to the use, in the registration statement on Form S-1 of Berry Only Inc., of my auditors report dated August 16, 2010, and the related financial statements of Berry Only Inc., for the period ended June 30, 2010 and 2009.

In addition, I consent to the reference to me under the heading "Interest of Named Experts and Counsel" in the registration statement.

/s/ John Kinross-Kennedy

John Kinross-Kennedy, CPA  
August 16, 2010

---





## **EXCLUSIVE DISTRIBUTORSHIP AGREEMENT**

This Exclusive Distributorship Agreement ("Agreement"), made and effective this June 30, 2010, by and between Wireless Wipes<sup>TM</sup>, A New York Corporation ("Manufacturer") and Berry Only located on 722B Kingston Road, in Toronto Ontario, Canada. ("Distributor").

Manufacturer desires to appoint Distributor, and Distributor desires to accept appointment, as an exclusive distributor of Manufacturer's products in the country of Canada.

NOW, THEREFORE, in consideration of the mutual agreements promises set forth herein, the parties agree as follows:

### **1. RIGHTS GRANTED.**

Manufacturer hereby grants to Distributor the exclusive right, on the terms and conditions contained herein, to purchase, inventory, promote and resell "Manufacturer's Product" (as defined below) within the following area (the "Territory"): Country of Canada. Nothing herein shall prevent or prohibit Manufacturer from selling any of Manufacturer's Products directly to any customer outside of the Territory.

### **2. PRODUCT.**

As used in this Agreement, the term "Manufacturer's Product" shall mean the product manufactured and/or sold by Manufacturer as follows: 12-count pouches of sanitizing wipes used to clean cell phones and other mobile devices. The wipes are non-streaking, non-corrosive, and quick drying.

---

### **3. TERMS OF SALE.**

All sales of Manufacturer's Products to Distributor shall be made pursuant to this Agreement at such prices and on such terms as Manufacturer shall establish from time to time on at least thirty (30) days notice. All prices are FOB Manufacturer's plant. Manufacturer agrees to properly pack all items for shipment. Risk of loss due to damage or destruction of Manufacturer's Products shall be borne by Distributor after delivery to the carrier for shipment. The shipper will be selected by Manufacturer unless Distributor requests a reasonable alternative. All orders are subject to acceptance by Manufacturer. Except as otherwise expressly agreed by Manufacturer in advance, this Agreement shall control all aspects of the dealings between Manufacturer and Distributor with respect to the Manufacturer's Products and any additional or different terms in any Distributor order are hereby rejected. A minimum order of \$ 300.00 US dollars is expected, with a 1 week lead time for all orders. Annual distribution of 10,000 pouches is expected or agreement becomes null and void. Product will be prepaid as agreed by both parties.

### **5. MARKETING POLICIES.**

Distributor will at all times maintain adequate inventories of Manufacturer's Products and will promote vigorously and effectively the sale of Manufacturer's Products through all channels of distribution prevailing in the Territory, in conformity with Manufacturer's established marketing policies and programs. Distributor will use its best efforts to sell Manufacturer's Products to aggressive, reputable, and financially responsible dealers providing satisfactory consumer service throughout Distributor's primary marketing area. Distributor is authorized to enter into written agreements with its dealers relating to the purchase, resale and service of Manufacturer's Products on forms approved by Manufacturer for this purpose.

### **6. DISTRIBUTOR'S GENERAL DUTIES.**

A. Distributor shall maintain a place of business in the Territory, including suitable showroom facilities to display Manufacturer's Products. Distributor shall provide maintenance service on Manufacturer's Products sold in the Territory, using qualified personnel and subject to service policies satisfactory to Manufacturer.

B. Distributor shall hire sales personnel or appoint representatives to introduce, promote, market and sell Manufacturer's Products in the Territory. Such personnel and/or representatives shall be adequately trained by Distributor. Distributor shall employ sufficient numbers of sales personnel and/or representatives properly to market Manufacturer's Products in the Territory.

C. Distributor agrees not to engage in the distribution promotion, marketing or sale of any goods or products that compete or conflict with Manufacturer's Products. Distributor agrees to supply to Manufacturer a list of items handled by Distributor following Manufacturer's request to ensure that no conflict exists.

## **7. ADVERTISING POLICIES.**

Manufacturer will cooperate with Distributor and its dealers in providing for continuous and effective advertising and promotion of Manufacturer's Products throughout the Territory, and Distributor agrees at Distributor's expense to participate in, actively promote and faithfully comply with the terms and conditions of such cooperative advertising and merchandising programs as Manufacturer may establish and offer to Distributor from time to time. Nothing herein shall prevent Distributor from independently advertising and marketing the Manufacturer's Products within the Territory, provided the form and content of the advertising or marketing materials are approved by Manufacturer in advance.

## **8. PRODUCT WARRANTY POLICIES.**

In the event that any of Manufacturer's Products are proved to Manufacturer's satisfaction to have been defective at time of sale to Distributor, Manufacturer will make an appropriate adjustment in the original sales price of such product or, at Manufacturer's election, replace the defective product. Manufacturer shall provide to Distributor information with respect to Manufacturer's limited warranty extended to the original consumer of Manufacturer's Products. **MANUFACTURER MAKES NO WARRANTY TO DISTRIBUTOR WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **9. INDEMNIFICATION.**

A. Manufacturer agrees to protect Distributor and hold Distributor harmless from any loss or claim arising out of inherent defects in any of Manufacturer's Products existing at the time such product is sold by Manufacturer to Distributor, provided that Distributor gives Manufacturer immediate notice of any such loss or claim, timing of notice not to exceed five days from any such loss or claim, and cooperates fully with Manufacturer in the handling thereof.

B. Distributor agrees to protect Manufacturer and hold Manufacturer harmless from any loss or claim arising out of the negligence of Distributor, Distributor's agents, employees or representatives in the installation, use, sale or servicing of Manufacturer's Products or arising out of any representation or warranty made by Distributor, its agents, employees or representations with respect to Manufacturer's Products that exceeds Manufacturer's limited warranty. Further, in the event that any of Distributor's dealers shall, with respect to any of Manufacturer's Products purchased from Distributor, fail to discharge the dealer's obligations to the original consumer pursuant to the terms and conditions of Manufacturer's product warranty and consumer service policies, Distributor agrees to discharge promptly such unfulfilled obligations.

## **10. ORDER PROCESSING AND RETURNS.**

A. Manufacturer will employ its best efforts to fill Distributor's orders promptly on acceptance, but reserves the right to allot available inventories among distributors at its discretion.

B. Except for Manufacturer's products that are defective at the time of sale to Distributor, Manufacturer shall not be obligated to accept any of Manufacturer's Products that are returned. In the event such returns are accepted, Manufacturer may impose a reasonable restocking charge.

## **11. FINANCIAL POLICIES.**

Distributor acknowledges the importance to Manufacturer of Distributor's sound financial operation and Distributor expressly agrees that it will:

A. Maintain and employ in connection with Distributor's business and operations under this Agreement such working capital and net worth as may be required to enable Distributor properly and fully to carry out and perform all of Distributor's duties, obligations and responsibilities under this Agreement;

B. Pay promptly all amounts due Manufacturer in accordance with terms of sale extended by Manufacturer from time to time;

In addition to any other right or remedy to which Manufacturer may be entitled, shipments may be suspended at Manufacturer's discretion in the event that Distributor fails to promptly and faithfully discharge each and every obligation in this Section.

## **12. USE OF MANUFACTURER'S NAME.**

Distributor will not use, authorize or permit the use of; the name "Wireless Wipes<sub>TM</sub>" or any other trademark or trade name owned by Manufacturer as part of its firm, corporate or business name in any way. Distributor shall not contest the right of Manufacturer to exclusive use of any trademark or trade name used or claimed by Manufacturer. Distributor may, subject to Manufacturer's policies regarding reproduction of same, utilize Manufacturer's name, trademarks or logos in advertising on stationery and business cards, without written permission.



### **13. RELATIONSHIP OF THE PARTIES.**

The relationship between Manufacturer and Distributor is that of vendor and vendee. Distributor, its agents and employees shall, under no circumstances, be deemed employees, agents or representatives of Manufacturer. Distributor will not modify any of Manufacturer's Products without written permission from Manufacturer. Neither Distributor nor Manufacturer shall have any right to enter into any contract or commitment in the name of; or on behalf of the other, or to bind the other in any respect whatsoever.

### **14. TERM AND TERMINATION.**

Unless earlier terminated as provided below, the term of this Agreement shall commence July 1, 2010 and shall continue until December 31, 2010. At the end of the term, the Agreement shall continue until terminated by either party on at least ninety (60) days prior notice.

A. Manufacturer may terminate at any time by written notice given to Distributor not less than ninety (60) days prior to the effective date of such notice in the event Manufacturer decides to terminate all outstanding distributor agreements for Manufacturer's Products and to offer a new or amended form of distributor agreement.

B. Manufacturer may terminate this Agreement upon notice to Distributor, upon any of the following events: (1) failure of Distributor to fulfill or perform any one of the duties, obligations or responsibilities of Distributor in this Agreement, which failure is not cured with ten (10) days notice from Manufacturer; (2) any assignment or attempted assignment by Distributor of any interest in this agreement or delegation of Distributors obligations without Manufacturer's written consent; (3) any sale, transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise, of any material interest in the direct or indirect ownership or any change in the management of Distributor; (4) failure of Distributor for any reason to function in the ordinary course of business; (5) conviction in a court of competent jurisdiction of Distributor, or a manager, partner, principal officer or major stockholder of Distributor for any violation of law tending, in Manufacturer's opinion, to affect adversely the operation or business of Distributor or the good name, goodwill, or reputation of Manufacturer, products of Manufacturer, or Distributor; or (6) submission by Distributor to Manufacturer of false or fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Manufacturer.

## **15. OBLIGATIONS ON TERMINATION.**

On termination of this Agreement, Distributor shall cease to be an authorized distributor of Manufacturer and:

- A. All amounts owing by Distributor to Manufacturer shall, notwithstanding prior terms of sale, become immediately due and payable;
- B. All unshipped orders shall be cancelled without liability of either party to the other;
- C. Distributor will resell and deliver to Manufacturer on demand, free and clear of liens and encumbrances, such of Manufacturer's Products and materials bearing Manufacturer's name as Manufacturer shall elect to repurchase, at a mutually agree price, but not in excess of Manufacturer's current price to distributors for such products and materials, provided that Manufacturer shall not be obligated to pay Distributor for any item originally provided free of charge; and
- D. Neither party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or goodwill of Manufacturer or Distributor or for any other reason whatsoever growing out of such termination.

## **16. USE OF NAME PROHIBITED.**

On termination of this Agreement, Distributor will remove and not thereafter use any sign containing any trade name, logo or trademark of Manufacturer including, but not limited to, "Wireless Wipes<sup>TM</sup>", and will immediately destroy all stationery, advertising matter and other printed matter in its possession or under its control containing such name, or any of Manufacturer's trademarks, trade names or logos. Distributor will not at any time after such termination use or permit any such trademark, trade name or logo to be used in any manner in connection with any business conducted by it or in which it may have an interest, or otherwise whatsoever as descriptive of or referring to anything other than merchandise or products of Manufacturer. Regardless of the cause of termination, Distributor will immediately take all appropriate steps to remove and cancel its listings in telephone books, and other directories, and public records, or elsewhere that contain the Manufacturer's name, logo or trademark. If Distributor fails to obtain such removals or cancellations promptly, Manufacturer may make application for such removals or cancellations on behalf of Distributor and in Distributor's name and in such event Distributor will render every assistance.

## **17. ACKNOWLEDGMENTS.**

Each party acknowledges that no representation or statement, and no understanding or agreement, has been made, or exists, and that in entering into this Agreement each party has not relied on anything done or said or on any presumption in fact or in law, (1) with respect to this Agreement, or to the duration, termination or renewal of this Agreement, or with respect to the relationship between the parties, other than as expressly set forth in this Agreement; or (2) that in any way tends to change or modify the terms, or any of them, of this Agreement or to prevent this Agreement becoming effective; or (3) that in any way affects or relates to the subject matter hereof. Distributor also acknowledges that the terms and conditions of this Agreement, and each of them, are reasonable and fair and equitable.

## **18. FINAL AGREEMENT.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

## **19. ASSIGNMENT.**

Neither this Agreement nor any interest in this Agreement may be assigned by Distributor without the prior express written approval of Manufacturer, which may be withheld by Manufacturer at Manufacturer's absolute discretion.

## **20. NO IMPLIED WAIVERS.**

Except as expressly provided in this Agreement, waiver by either party, or failure by either party to claim a default, of any provision of this Agreement shall not be a waiver of any default or subsequent default.

## **21. NOTICES**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Manufacturer:

Wireless Wipes, Inc.  
PO Box 106  
Old Westbury, NY 11568

If to Distributor:

Berry Only, Inc.  
Mr. David Guest  
722B Kingston Road,  
Toronto, Ontario Canada M4E 1R7

**22. GOVERNING LAW.**

This Agreement shall be construed and enforced in accordance with the laws of the state of New York, USA.

**23. SEVERABILITY.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**24. HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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

Wireless Wipes™

By: /s/ Scott Silverman  
Scott Silverman, President

By: 7/08/10

Berry Only Inc.

By: /s/ David Guest  
David Guest, President

By: 07/08/2010

