JIU FENG INVESTMENT HONG KONG LTD

FORM 10-K
(Annual Report)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended February 28, 2013

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 333-173456

JIU FENG INVESTMENT HONG KONG LTD

(Exact name of Registrant as specified in its charter)

Nevada
(State of other jurisdiction of incorporation or organization)

2293 Hong Qiao Rd, Shanghai China, 200336
(Address of principal executive offices, including zip code)

+86 21 64748888
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act: **None**

Securities registered pursuant to Section 12(g) of the Act: **Common Stock, $0.001 par value**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

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

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☒

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

There was no active public trading market as of the last business day of the Company's second fiscal quarter, so there was no aggregate market value of common stock held by non-affiliates.

As of May 16, 2013, there are 6,500,000 shares of common stock outstanding.

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FORWARD LOOKING STATEMENTS

This Annual Report contains forward-looking statements. Forward-looking statements are projections of events, revenues, income, future economic performance or management's plans and objectives for our future operations. In some cases, you can identify forward-looking statements by terminology such as "may", "should", "expects", "plans", "anticipates", "believes", "estimates", "predicts", "potential" or "continue" or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks in the section entitled "Risk Factors" and the risks set out below, any of which may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. These risks include, by way of example and not in limitation:

- the uncertainty of profitability based upon our history of losses;
- risks related to failure to obtain adequate financing on a timely basis and on acceptable terms to continue as going concern;
- risks related to our international operations and currency exchange fluctuations; and
- other risks and uncertainties related to our business plan and business strategy.

This list is not an exhaustive list of the factors that may affect any of our forward-looking statements. These and other factors should be considered carefully and readers should not place undue reliance on our forward-looking statements. Forward looking statements are made based on management's beliefs, estimates and opinions on the date the statements are made and we undertake no obligation to update forward-looking statements if these beliefs, estimates and opinions or other circumstances should change. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results.

Our financial statements are stated in United States dollars (US$) and are prepared in accordance with United States Generally Accepted Accounting Principles. All references to "common stock" refer to the common shares in our capital stock.

As used in this annual report, the terms "we", "us", "our", the "Company", the 'Registrant", and "Jiu Feng" mean Jiu Feng Investment Hong Kong, Inc. and its subsidiary, unless otherwise indicated.

Item 1. BUSINESS

Jiu Feng Investment Hong Kong, Inc., (the “Company” also the “Registrant”) was formed on September 29, 2009 under the name Liberty Vision, Inc. On January 27, 2011, the Company formed a wholly owned subsidiary, Jiu Feng Media, Inc., an Ontario, Canada Corporation (“LVMI”). The subsidiary was incorporated to facilitate payroll transactions for the employees.

LVMI uses the U.S. Dollar as its reporting currency as well as its functional currency, however from time to time, LVMI, incurs certain expenses in Canadian Dollars. Our consolidated financial statements include the accounts of our subsidiary. All significant intercompany balances and transactions have been eliminated on consolidation.

In December of 2011, the Company’s Registration Statement on the Form S-1/A filed with the Securities and Exchange Commission was declared effective. The Company has sold 1,010,000 common shares at $0.05 per share for total proceeds of $50,500 pursuant to this Registration Statement.

During the year ended February 29, 2012 the Company funded its operations through the issuance of 1,010,000 shares of common stock and revenues from sales of $105,887.

On December 5, 2012 the Company disposed of its subsidiary corporation, Jiu Feng Media, Inc., to 0954842 BC LTD for a nominal sum, as well as other management operations.

On December 16, 2012, the Registrant changed its name to: Jiu Feng Investment Hong Kong, Inc.

On January 27, 2013, Jiu Feng Investment Hong Kong Ltd. (the “Company”), issued a press release announcing the change of their ticker symbol from “LBYV” to “JFIL”.

Description of Business

Jiu Feng Investment Hong Kong, Inc. is a full service web design and online marketing agency, providing services such as web design and development and online marketing solutions that enable small businesses to build and maintain an effective presence online. To date, we have focused on providing one-off services such as development of a fully functioning website to small business clients.

The Company also provides a central hub for people and small businesses to identify projects, investments and general information on programs designed to reduce pollution, as well as other “green” projects and technologies. The Company’s green operations are initially focused on Asia, where pollution levels are rapidly increasing.

Our current services include:

Website Development and Consulting

Website Design Services
We design websites to suit small business needs, whether it’s a fully interactive flash-driven site or a simple informational page. Our custom design service includes the development of a unique website look and layout that is created specifically for our client.

Website Usability Consulting
Through our website usability consulting services, we help our customers ensure that their website is as intuitive and easy to use as possible for their visitors. Areas we consult on include design and layout, information architecture, ease of navigation, functionality, accessibility, content and search engine optimization requirements.

Website Maintenance
Keeping a website up to date is crucial to ensure effective communication with the website visitors and clients of the business. It also improves the website's search engine optimization if the content is being updated on a regular basis.

Web Analytics Implementation
It is essential to know who is coming to a website, where they are coming from, what keywords they are using to find the site, and what they are interested in once they have arrived. Jiu Feng helps with implementation of Google Analytics, a web statistics package that provides all this information.

Web Marketing

Paid Search Advertising
Paid search advertising refers to search engine advertising such as Google AdWords (Yahoo and MSN have similar paid search programs available). Search advertisements are targeted to match key search terms (called keywords) entered on search engines. We help our clients manage their search campaigns by:

- Selecting targeted keywords and monitoring their effectiveness.
- Creating relevant ad text that is likely to convert leads into new clients.
- Structuring and optimizing campaigns for better performance and maximum results.
- Providing monthly client reporting to communicate the strategies we’ve implemented and recommendations for future improvement.
- Developing and researching possible new avenues of online marketing to build the new client base.

Online Marketing Review
We provide feedback and recommendations on how to improve areas such as: website design and layout, information architecture, ease of navigation, functionality, accessibility, content and search engine optimization requirements.

Landing Page Development
There are times when an advertising campaign needs to send users to a specific 'landing page' on a website as opposed to the homepage or another general site page. We assist with landing page development which is a must have for any sort of paid search advertising.

Blogging
A blog is an efficient way to improve search engine optimization while encouraging repeat visitors and increasing visitor retention. We can implement a customized blog that blends seamlessly into the design of an existing website.

Social & Viral Marketing

Social and Viral Marketing Campaigns
We help companies to create innovative, interactive online campaigns that build brand awareness.

Social Media Consulting
We provide consulting services on social media outlet management, such as corporate Facebook pages and Twitter account updates.

Custom Facebook Page Design
We help ensure that the company’s presence on Facebook reflects the look and feel of the company's brand and website.

Twitter
Maintaining and managing an active and effective Twitter account requires regular attention. Our twitter management services include: monitoring the account and Twitter in general, responding to specific comments from followers, responding to general comments related to our client’s business and adding new followers.

Search Engine Optimization (SEO) Consulting

Keyword Strategy
Proper keyword selection is the foundation of any good search engine effort. We run predictive queries to determine the level of search traffic and go after terms that have sufficient search volume. Potential for conversion is evaluated against the level of search traffic. Our goal is to get the site high quality traffic, not just quantity. We evaluate the competitiveness of the keywords to be targeted. The level of competitiveness of our client’s keywords helps us to evaluate which In-page and Off- page strategies that will be necessary to get results.

In-page Strategy
We review the website to implement changes that are required for the site to rank well for the terms identified in the Keyword Strategy. We examine what impediments are preventing search engine spiders from crawling the site and how they can be rectified.

Content Strategy / Authority Building:
Quality content is one of the fundamental keys to attracting relevant quality links from other sites, and therefore in securing superior search engine rankings. Quality content is the only strategy condoned by Google, Yahoo, and Bing.

With the advent of Universal Search, many types of content now exist, and provide opportunities to rank. Some opportunities are:

a. textual content
b. images/picture
c. videos
d. user ratings and reviews
e. widgets and calculators
f. user generated content
g. press releases/news
h. location on a map (Google Local)

When done properly, content is not only distinctive, but can position the author as an authority in his/her space. Being viewed as an authority has many advantages, including the attraction of many more opportunities related to quality relevant links.

Green Technologies and Opportunities

The Company provides a central hub for people looking for projects, investments and general information on programs designed to reduce pollution. Our initial focus is on Asia where pollution levels are increasing and dangerous. Also, together with the Asia-Pacific Partnership on Clean Development and Climate (http://www.asiapacificpartnership.org), we are planning to be directly involved from specific projects to information gathering and web development.

Competition

While competition in the web development and online advertising industry is intense and highly fragmented, few web development firms specialize in green technologies. Our competition is any company that provides one or more of our company's core service offerings. Our competition includes Advertising Firms, Public Relations Companies, Web Design Companies, Graphic Design Companies, and Search Engine Optimization Firms. Our competitors range in size from small, local independent firms and individuals to very large conglomerates. Such fragmentation can mean that a small business owner can employ more than one web services provider to get a needed mix of web design and online marketing services for their desired budget. The web services industry is always evolving with thousands of new competitors entering the market every year. It is becoming very difficult for companies to distinguish themselves in the market and gain new customers.

In addition to competitors, many businesses are deciding to design their own websites and execute online advertising campaigns themselves, reducing the number of potential customers. There are a large number of companies that provide website templates that a business can purchase and change easily, without the need to hire a web development company. While basic coding knowledge is needed to effectively customize a template to fit an individual business's needs, many new businesses are choosing to use an existing template versus paying for a new website design.

Patent, Trademark, License and Franchise Restrictions and Contractual Obligations and Concessions

We do not own, either legally or beneficially, any patents or trademarks.

Research and Development Activities

Other than time spent researching our proposed business we have not spent any funds on research and development activities to date. We do not currently plan to spend any funds on research and development activities in the future.

Compliance with Environmental Laws

We are not aware of any environmental laws that have been enacted, nor are we aware of any such laws being contemplated for the future, that impact issues specific to our business.

Employees

Our officers and directors are responsible for planning, developing and operational duties, and will continue to do so throughout the early stages of our growth. We expect to hire approximately 5 full time employees during the next twelve months.

Reports to Securities Holders

We provide an annual report that includes audited financial information to our shareholders. We will make our financial information equally available to any interested parties or investors through compliance with the disclosure rules for a small business issuer under the Securities Exchange Act of 1934. We are subject to disclosure filing requirements including filing Form 10K annually and Form 10Q quarterly. In addition, we will file Form 8K and other proxy and information statements from time to time as required. We do not intend to voluntarily file the above reports in the event that our obligation to file such reports is suspended under the Exchange Act. The public may read and copy any materials that we file with the Securities and Exchange Commission, ("SEC"), at the SEC's Public Reference Room at 100 F Street NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site (http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

Item 1A. RISK FACTORS

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

Item 1B. UNRESOLVED STAFF COMMENTS

There are no unresolved comments from the SEC.

Item 2. PROPERTIES

The Company does not hold ownership or leasehold interest in any property.

Item 3. LEGAL PROCEEDINGS

Currently, the Company is not involved in any pending litigation or legal proceeding.

Item 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market Information

Our common stock is currently quoted on the OTC Bulletin Board under the symbol "JFIL". Because we are quoted on the OTC Bulletin Board, our securities may be less liquid, receive less coverage by security analysts and news media, and generate lower prices than might otherwise be obtained if they were listed on a national securities exchange.

Holders.

As of February 29, 2013, there were 73 total record holders of 6,500,000 shares of the Company's common stock.

Dividends.

The Company has not paid any cash dividends to date and does not anticipate or contemplate paying dividends in the foreseeable future. It is the present intention of management to utilize all available funds for the development of the Company's business.

Securities Authorized for Issuance Under Equity Compensation Plans

None.

Recent sales of unregistered securities.

There were no sales of unregistered securities during the year ended February 29, 2013.

Issuer Purchases of Equity Securities

We did not repurchase any of our equity securities during the years ended February 29, 2012 and February 28, 2011.

Item 6. SELECTED FINANCIAL DATA

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our audited financial statements and notes thereto included herein. In connection with, and because we desire to take advantage of, the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, we caution readers regarding certain forward looking statements in the following discussion and elsewhere in this report and in any other statement made by, or on our behalf, whether or not in future filings with the Securities and Exchange Commission. Forward-looking statements are statements not based on historical information and which relate to future operations, strategies, financial results or other developments. Forward looking statements are necessarily based upon estimates and assumptions that are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control and many of which, with respect to future business decisions, are subject to change. These uncertainties and contingencies can affect actual results and could cause actual results to differ materially from those expressed in any forward looking statements made by, or our behalf. We disclaim any obligation to update forward-looking statements.

Results of Operations

Revenue

During the years ended February 28, 2013 and February 29, 2012, the Company realized a loss from continuing operations totaling $115,903 and $0, respectively, and a loss from discontinued operations of $115,903 and $133,346, respectively.

Operating Costs and Expenses

The major components of our expenses for the year ended February 28, 2013 are outlined in the table below:

		Year Ended February 28, 2013
Payroll expenses	$	0
Officer compensation	$	93,500
Consulting	$	54,091
Other	$	23,597
Legal – Organization costs	$	15,620
Depreciation	$	528
Rent	$	10,809

The increase in our operating costs for the year ended February 28, 2013 compared to the year ended 2012, was due to the increase in our corporate activities, increase in expenses related to implementation of our business plan and increase in professional fees associated with our reporting obligations under the Securities Exchange Act.

During the year ended February 28, 2013, we incurred $51,711 in professional fees. These fees consisted of accounting and audit fees of $11,070, legal fees of $15,620,and transfer agent fees of $25,021. The legal fees were incurred by the company in relation to filing of our Registration Statement on the Form S-1. During the year ended February 29, 2012, we incurred $14,963 in professional fees, consisting of accounting and audit fees of $9,000, legal fees of $4,200, and transfer agent fees of $1,763.

The President of the Company provides management consulting services to the Company. During the year ended February 28, 2013, management consulting services of $18,000 were charged to operations compared to $24,000 during the year ended February 29, 2012. At February 28, 2013 and February 29, 2012, the Company owed $22,372 and $24,000, respectively, to the President of the Company for management consulting services.

The Chief Financial Officer of the Company provides consulting services to the Company. During the year ended February 28, 2013, consulting services of $18,000 were charged to operations compared to $24,000 during the year ended February 29, 2012. At February 28, 2013 and February 29, 2012 the Company owed $0 and $24,000 to the Chief Financial Officer of the Company for consulting services.

Other expenses represent bank charges, filing fees, office and travel expenses. The increase in these costs was attributable to implementation of our business plan and general corporate activities.

During the years ended February 28, 2013 and February 29, 2012, the company incurred depreciation expense of $528 and $703, respectively, associated with computer equipment purchased by the company in prior periods. In addition to operating expenses the company incurred $183 in foreign currency transaction gain during the year ended February 28, 2013, and $2,166 in foreign currency transaction loss during the year ended February 29, 2012.

Liquidity and Capital Resources

Working Capital		Year Ended February 28, 2013		Year Ended February 29, 2012
Current Assets	$	5,000	$	59,956
Current Liabilities	$	23,833	$	61,499
Working Capital	$	(18,833)	$	(1,543)

Cash Flows

The table below, for the periods indicated, provides selected cash flow information:

		Year Ended February 28, 2013		Year Ended February 29, 2012
Cash provided by (used in) operating activities	$	(76,654)	$	(86,084)
Cash used in investing activities	$	-	$	(-)
Cash provided by financing activities	$	32,573	$	50,500
Net increase (decrease) in cash	$	(44,081)	$	(35,584)

All our revenues for the years ended February 28, 2013 and February 29, 2012 were generated by the web development revenue stream.

Beside cash received from web development services in 2013 and 2012 we received proceeds from capital contributions from an officer during the year ended February 28, 2013 and from the issuance of 1,010,000 shares of common stock at $0.05 per share during the year ended February 29, 2012. During the year ended February 28, 2013 we issued 1,510,000 shares of common stock at $0.001 per share for services rendered totaling $75,500. We had no other sources of cash inflow during the reporting periods.

We anticipate that for the next 12 months we will be generating cash from the same revenue stream. We intend to increase our revenues by offering other services to our existing clients, including paid search advertising, social and viral marketing, blogging, and search engine optimization. These services will provide additional cash inflow for our working capital. There is no guarantee that our clients will sign up for one or more of these services. In this case we will retain website development services and equity financing as our primary sources of financing of our operations.

Cash Flows from Operating Activities

Our cash flows from operating activities represent the most significant source of funding for our operations. The major uses of our operating cash include funding payroll (salaries, bonuses and benefits), general operating expenses (marketing, travel, computer, legal and professional expenses, and office rent) and cost of revenues. Our cash provided by operating activities generally follows the trend in our net revenues and operating results.

Our cash used in operating activities of $(76,654) for the year ended February 28, 2013 was primarily the result of our net loss plus non-cash charges, such as depreciation and amortization, and stock issued for services rendered. Cash flows resulting from changes in assets and liabilities include an increase in accounts payable, accounts payable – related party, a decrease in income taxes payable, and an increase due to discontinued operations.

Cash flows used in operating activities of $(133,346) for the year ended February 29, 2012 was due to our net loss and changes in assets and liabilities during the year ended February 29, 2012, including an increase due to discontinued operations.

Cash Flows from Investing Activities

We did not generate or use any cash from investing activities during the years ended February 28, 2013 and February 29, 2012.

Cash Flows from Financing Activities

Cash flows from financing activities of $32,573 for the year ended February 28, 2013 was due to capital contributions from an officer of the Company. Cash flows from financing activities of $50,500 for the year ended February 29, 2012 was due to 1,010,000 shares of common stock issued for cash at $0.05 per share.

Future Financings

At this time we do not anticipate the need for additional funding in the form of equity financing from the sale of our common stock during the next twelve months. We do not have any arrangements in place for any future equity financing.

Off-Balance Sheet Arrangements

We have no 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 are material to stockholders.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

JIU FENG INVESTMENT HONG KONG LTD.
(formerly LIBERTY VISION, INC.)
FEBRUARY 28, 2013 AND
FEBRUARY 29, 2012
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RONALD R. CHADWICK, P.C.
Certified Public Accountant
2851 South Parker Road, Suite 720
Aurora, Colorado 80014
Telephone (303)306-1967
Fax (303)306-1944

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors
Jiu Feng Investment Hong Kong Ltd.
(formerly Liberty Vision, Inc.)
Shanghai, China

I have audited the accompanying balance sheets of Jiu Feng Investment Hong Kong Ltd. as of February 28, 2013 and February 29, 2012 and the related statements of operations, stockholders' equity and cash flows for the years 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 audit 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 Jiu Feng Investment Hong Kong Ltd. as of February 28, 2013 and February 29, 2012, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 5 to the financial statements the Company has suffered a loss from operations and has negative working capital and a stockholders' deficit that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 5. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Aurora, Colorado
May 1, 2013

Ronald R. Chadwick, P.C.
RONALD R. CHADWICK, P.C.

JIU FENG INVESTMENT HONG KONG LTD.
(formerly LIBERTY VISION, INC.)
BALANCE SHEETS

ASSETS

		February 28, 2013		February 29, 2012
Current Assets:				
Cash	$	5,000	$	49,081
Accounts receivable		-		9,251
Prepaid expenses		-		1,624
Total current assets		5,000		59,956
Computer equipment, net		-		2,815
Total Assets	$	5,000	$	62,771

LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)

		February 28, 2013		February 29, 2012
Current Liabilities:				
Accounts payable and accrued liabilities	$	1,461	$	6,965
Accounts payable - related party		22,372		48,000
Payroll taxes payable		-		5,010
Income taxes payable		-		1,524
Total current liabilities		23,833		61,499
Total Liabilities		23,833		61,499
Stockholders' Equity (Deficit):				
Common stock, par value $0.001 per share, 75,000,000 shares authorized; 6,500,000 (2013) and 4,990,000 (2012) shares issued and outstanding		6,500		4,990
Additional paid-in capital		300,486		112,210
Accumulated deficit		(325,819)		(115,928)
Total stockholders' equity (deficit)		(18,833)		1,272
Total Liabilities and Stockholder's Equity (Deficit)	$	5,000	$	62,771

See acompanying notes to the financial statements

JIU FENG INVESTMENT HONG KONG LTD.
(formerly LIBERTY VISION, INC.)
STATEMENTS OF OPERATIONS

	Year Ended Feb. 28, 2013	Year Ended Feb. 29, 2012
Revenues, net	$ -	$ -
Cost of revenues	-	
Gross profit	-	-
Operating expenses:		
Amortization & depreciation	-	-
General and administrative	93,939	-
	93,939	-
Gain (loss) from operations	(93,939)	-
Other income (expense):		
Foreign curency translation	(49)	-
	(49)	-
Income (loss) from continuing operations before provision for income taxes	(93,988)	-
Provision for income tax	-	-
Income (loss) from continuing operations	(93,988)	-
Discontinued operations:		
Income (loss) from discontinued operations (including gain on disposal of $2,430) - net of tax	(115,903)	(133,346)
Net income (loss)	$ (209,891)	$ (133,346)
Net income (loss) per share		
(Basic and fully diluted):		
Continuing operations	$ (0)	$ -
Discontinued operations	(0)	(0)
Total operations	$ (0)	$ (0)
Weighted average number of common shares outstanding	5,365,833	4,141,896

See accompanying notes to the financial statements

JIU FENG INVESTMENT HONG KONG LTD.
(formerly LIBERTY VISION, INC.)
STATEMENTS OF STOCKHOLDERS' EQUITY

Description	Common stock Shares	Common stock Amount	Additional Paid-in Capital	Accumulated Deficit	Total
Balance - February 28, 2011	3,980,000	$ 3,980	$ 62,720	$ 17,418	$ 84,118
Common stock issued for cash at $0.05 per share	1,010,000	1,010	49,490	-	50,500
Net loss for the year	-	-	-	(133,346)	(133,346)
Balance - February 29, 2012	4,990,000	$ 4,990	$ 112,210	$ (115,928)	$ 1,272
Debt relief - related party	-	-	81,713	-	81,713
Capital contributions - related party	-	-	32,573	-	32,573
Compensatory stock issuances	1,510,000	1,510	73,990	-	75,500
Net loss for the year	-	-	-	(209,891)	(209,891)
Balance - February 28, 2013	6,500,000	$ 6,500	$ 300,486	$ (325,819)	$ (18,833)

See acompanying notes to the financial statements

JIU FENG INVESTMENT HONG KONG LTD.
(formerly LIBERTY VISION, INC.)
STATEMENTS OF CASH FLOWS

	Year Ended February 28, 2013	Year Ended February 29, 2012
Cash Flows from Operating Activities:		
Net Income (Loss)	$ (209,891)	$ (133,346)
Adjustments to reconcile net (loss) to net cash (used in) operating activities:		
Stock for services	75,500	-
Changes in Current Assets and Liabilities-		
Accounts payable and accrued liabilities	1,461	-
Accounts payable - related party	22,372	-
Income taxes payable	(1,524)	-
Discontinued operations	35,428	47,262
Net Cash Provided by (Used in)Operating Activities	(76,654)	(86,084)
Cash Flows from Investing Activities:		
	-	-
Net Cash Used in Investing Activities	-	-
Cash Flows from Financing Activities:		
Paid in capital	32,573	-
Proceeds from issuance of common stock	-	50,500
Net Cash Provided by Financing Activities	32,573	50,500
Net Increase (Decrease) In Cash	(44,081)	(35,584)
Cash - Beginning of Period	49,081	84,665
Cash - End of Period	$ 5,000	$ 49,081
Supplemental Disclosure of Cash Flow Information:		
In fiscal year February 2013 former Officers contributed $81,713 in net liabilities to the capital of the Company.		
Cash paid during the period for:		
Interest	$ -	$ -
Income taxes	$ 1,549	$ 6,366

See acompanying notes to the consolidated financial statements

NOTE 1 – ORGANIZATION AND OPERATIONS

Jiu Feng Investment Hong Kong Ltd. (the "Company"), formerly Liberty Vision, Inc., was incorporated in the State of Nevada on September 29, 2009. The Company provides web development and marketing services for clients. On December 5, 2012 the Company disposed of its subsidiary corporation to a shareholder for a nominal sum, as well as other management operations. The loss on discontinued operations in fiscal year 2013 was $115,903, including a gain on disposal of $2,430. Former officers, directors and shareholders contributed net amounts due them of $81,713 to the capital of the Company, and directors and shareholders contributed $32,573 to the capital of the Company for debt payoffs.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates and assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Management bases its estimates on historical experience and on various assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

The Company's significant estimates include income taxes provision and valuation allowance of deferred tax assets; the fair value of financial instruments; the carrying value and recoverability of long-lived assets, including the values assigned to and estimated useful lives of office equipment; and the assumption that the Company will continue as a going concern. Those significant accounting estimates or assumptions bear the risk of change due to the fact that there are uncertainties attached to those estimates or assumptions, and certain estimates or assumptions are difficult to measure or value.

Management regularly reviews its estimates utilizing currently available information, changes in facts and circumstances, historical experience and reasonable assumptions. After such reviews, and if deemed appropriate, those estimates are adjusted accordingly. Actual results could differ from those estimates.

Fiscal year end

The Company elected February 28 as its fiscal year end date.

Cash and cash equivalents

The Company considers all highly liquid investments with a maturity of three months or less to be cash and cash equivalents.

Accounts receivable

Accounts receivable are recorded at the invoiced amount, net of an allowance for doubtful accounts. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical write-off experience, customer specific facts and economic conditions. Bad debt expense is included in general and administrative expenses, if any. At February 29, 2013 and February 28, 2012 there was no allowance for doubtful accounts.

Outstanding account balances are reviewed individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

The Company does not have any off-balance-sheet credit exposure to its customers.

Office equipment

Office equipment is recorded at cost. Expenditures for major additions and betterments are capitalized. Maintenance and repairs are charged to operations as incurred. Depreciation of office equipment is computed by the straight-line method (after taking into account their respective estimated residual values) over the assets estimated useful life of five (5) years. Upon sale or retirement of office equipment, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in statements of operations.

Fair value of financial instruments

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and has adopted paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 of the FASB Accounting Standards Codification establishes a framework for measuring fair value in generally accepted accounting principles (GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, paragraph 820-10-35-37 of the FASB Accounting Standards Codification establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by paragraph 820-10-35-37 of the FASB Accounting Standards Codification are described below:

Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3 Pricing inputs that are generally observable inputs and not corroborated by market data.

The carrying amounts of the Company’s financial assets and liabilities, such as cash, accounts receivable, prepaid rent, accounts payable and accrued expenses, approximate their fair values because of the short maturity of these instruments.

The Company does not have any assets or liabilities measured at fair value on a recurring or a non-recurring basis, consequently, the Company did not have any fair value adjustments for assets and liabilities measured at fair value at February 29, 2013; no gains or losses are reported in the statement of operations that are attributable to the change in unrealized gains or losses relating to those assets and liabilities still held at the reporting date for the years ended February 29, 2013, and February 28, 2012.

Carrying Value, Recoverability and Impairment of Long-Lived Assets

The Company has adopted paragraph 360-10-35-17 of the FASB Accounting Standards Codification for its long-lived assets. The Company’s long-lived assets, which include office equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

The Company assesses the recoverability of its long-lived assets by comparing the projected undiscounted net cash flows associated with the related long-lived asset or group of long-lived assets over their remaining estimated useful lives against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of those assets. Fair value is generally determined using the asset’s expected future discounted cash flows or market value, if readily determinable. If long-lived assets are determined to be recoverable, but the newly determined remaining estimated useful lives are shorter than originally estimated, the net book values of the long-lived assets are depreciated over the newly determined remaining estimated useful lives.

The Company considers the following to be some examples of important indicators that may trigger an impairment review: (i) significant under-performance or losses of assets relative to expected historical or projected future operating results; (ii) significant changes in the manner or use of assets or in the Company’s overall strategy with respect to the manner or use of the acquired assets or changes in the Company’s overall business strategy; (iii) significant negative industry or economic trends; (iv) increased competitive pressures; (v) a significant decline in the Company’s stock price for a sustained period of time; and (vi) regulatory changes. The Company evaluates acquired assets for potential impairment indicators at least annually and more frequently upon the occurrence of such events.

The impairment charges, if any, is included in operating expenses in the accompanying statements of income and comprehensive income (loss).

Commitments and contingencies

The Company follows subtopic 450-20 of the FASB Accounting Standards Codification to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

Revenue recognition

The Company applies paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

The Company generates or plans to generate revenue from the following revenue streams:

Website Development - considered a one-time project, whether a client hires us to develop a brand new website, or develop and implement changes to an existing website. We provide a quote for the duration of the project and may require a 50% deposit before work begins. The projects we have completed to date have had an average duration of 8 weeks from contract to completion. The company recognizes revenue for this revenue stream based on a "completed performance method" in accordance with the guidance in FASB ASC 605-35-50. Our customers do not receive any value from our website development services until a complete website, or modified page, is launched. Under the completed performance method, revenue is recognized when service is delivered and the final act is completed.

Social and Viral Marketing, Blogging , and Search Engine Optimization Consulting - the contract is signed based on an agreed-upon term of service - e.g., 3 months/6 months/12 months. No upfront fees are required to be paid under this arrangement. The client is billed monthly for the work done during the month. The company recognizes revenue each month upon delivery of the service.

Paid search advertising - the client and Liberty Vision agree on a certain budget to be spent on a certain campaign with a specified duration, or a general budget for a specified period of time. Liberty Vision charges the client a 15% mark-up on the budget. The budget fees and 15% are paid up front on a monthly basis. *Landing page development* is included in paid search advertising campaigns. The company recognizes revenue each month upon delivery of the service. The unrecognized portion for contracts is charged to deferred revenue and will be recognized in future periods, generally one year.

In case of bundled offerings, the Company recognizes revenue separately for each portion of the bundled package based on the nature of the services provided. For example, if a client requests a website built (one- time project) with paid search advertising (monthly subscription), the Company will recognize revenue from the website development portion of the bundled services when the website is launched and the invoice is submitted to the client and revenues from paid search advertising at the end of each month during the contract period.

Foreign currency transactions

The Company applies the guidelines as set out in Section 830-20-35 of the FASB Accounting Standards Codification (“Section 830-20-35”) for foreign currency transactions. Pursuant to Section 830-20-35 of the FASB Accounting Standards Codification, foreign currency transactions are transactions denominated in currencies other than U.S. Dollar, the Company’s reporting currency. Foreign currency transactions may produce receivables or payables that are fixed in terms of the amount of foreign currency that will be received or paid. A change in exchange rates between the reporting currency and the currency in which a transaction is denominated increases or decreases the expected amount of reporting currency cash flows upon settlement of the transaction. That increase or decrease in expected reporting currency cash flows is a foreign currency transaction gain or loss that generally shall be included in determining net income for the period in which the exchange rate changes. Likewise, a transaction gain or loss (measured from the transaction date or the most recent intervening balance sheet date, whichever is later) realized upon settlement of a foreign currency transaction generally shall be included in determining net income for the period in which the transaction is settled. The exceptions to this requirement for inclusion in net income of transaction gains and losses pertain to certain intercompany transactions and to transactions that are designated as, and effective as, economic hedges of net investments and foreign currency commitments. Pursuant to Section 830-20-25 of the FASB Accounting Standards Codification, the following shall apply to all foreign currency transactions of an enterprise and its investees: (a) at the date the transaction is recognized, each asset, liability, revenue, expense, gain, or loss arising from the transaction shall be measured and recorded in the functional currency of the recording entity by use of the exchange rate in effect at that date as defined in section 830-10-20 of the FASB Accounting Standards Codification; and (b) at each balance sheet date, recorded balances that are denominated in currencies other than the functional currency or reporting currency of the recording entity shall be adjusted to reflect the current exchange rate.

All of the Company’s operations are carried out in U.S. Dollars. The Company uses the U.S. Dollar as its reporting currency as well as its functional currency, however from time to time, the Company incurs certain expenses in Canadian Dollars. The change in exchange rates between the U.S. Dollar, its reporting and functional currency and the Canadian Dollar, the currency in which a transaction is denominated increases or decreases the expected amount of reporting currency cash flows upon settlement of the transaction. That increase or decrease in expected reporting currency cash flows is a foreign currency transaction gain or loss that generally is included in determining net income (loss) for the period in which the exchange rate changes.

The summary of our geographic information is as follows:

	Year Ended February 28, 2013			Year Ended February 29, 2012		
	USA	Canada	Total	USA	Canada	Total
Revenues ($)	104,157	-	104,157	105,887	-	105,887
Long-lived assets ($)	-	-	-	-	2,815	2,815

All our sales and receivables were transacted in U.S. Dollars. Not all of our customers are located in the United States. All sales in each year were from discontinued operations.

Income taxes

The Company accounts for income taxes pursuant to ASC 740. Under ASC 740 deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss carryforwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. 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.

Net income (loss) per common share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. There were no potentially dilutive shares outstanding at the reporting date for the years ended February 29, 2013 and February 28, 2012.

Cash flows reporting

The Company adopted paragraph 230-10-45-24 of the FASB Accounting Standards Codification for cash flows reporting, classifies cash receipts and payments according to whether they stem from operating, investing, or financing activities and provides definitions of each category, and uses the indirect or reconciliation method ("Indirect method") as defined by paragraph 230-10-45-25 of the FASB Accounting Standards Codification to report net cash flow from operating activities by adjusting net income to reconcile it to net cash flow from operating activities by removing the effects of (a) all deferrals of past operating cash receipts and payments and all accruals of expected future operating cash receipts and payments and (b) all items that are included in net income that do not affect operating cash receipts and payments. The Company reports the reporting currency equivalent of foreign currency cash flows, using the current exchange rate at the time of the cash flows and the effect of exchange rate changes on cash held in foreign currencies is reported as a separate item in the reconciliation of beginning and ending balances of cash and cash equivalents and separately provides information about investing and financing activities not resulting in cash receipts or payments in the period pursuant to paragraph 830-230-45-1 of the FASB Accounting Standards Codification.

NOTE 3 – RELATED PARTY TRANSACTIONS

In December 2012 upon sale of control of the Company, former Officers and Directors contributed $81,713 in net liabilities to the capital of the Company, and related party shareholders contributed $32,573 to capital for the retirement of debt. The Company in December 2012 issued 1,500,000 common shares to an Officer for services valued at $75,000.

NOTE 4 – INCOME TAX

Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. Deferred income taxes arise from the temporary differences between financial statement and income tax recognition of net operating losses. These loss carryovers are limited under the Internal Revenue Code should a significant change in ownership occur.

For year end February 29, 2012 the Company incurred an income tax liability from discontinued operations of $1,524 which was paid in fiscal year 2013. At February 28, 2013, after the disposal of its subsidiary the Company had net operating loss carryforwards of approximately $82,000 which expire in 2033. The deferred tax asset of $12,000 created by the net operating loss has been offset by a 100% valuation allowance. The change in the valuation allowance in 2013 was approximately $13,500.

NOTE 5 – GOING CONCERN

The Company has suffered a loss from operations and has a working capital and stockholders' equity deficit, and in all likelihood will be required to make significant future expenditures in connection with marketing efforts along with general administrative expenses. These conditions raise substantial doubt about the Company's ability to continue as a going concern.

The Company may raise additional capital through the sale of its equity securities, through an offering of debt securities, or through borrowings from financial institutions or related parties. By doing so, the Company hopes to generate sufficient capital to execute its business plan of selling web development and marketing services on an ongoing basis. Management believes that actions presently being taken to obtain additional funding provide the opportunity for the Company to continue as a going concern.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls

We evaluated the effectiveness of our disclosure controls and procedures as of the end of the 2013 fiscal year. This evaluation was conducted with the participation of our chief executive officer and our principal accounting officer.

Disclosure controls are controls and other procedures that are designed to ensure that information that we are required to be disclosed in the reports we file pursuant to the Securities Exchange Act of 1934 is recorded, processed, summarized and reported.

Limitations on the Effective of Controls

Our management does not expect that our disclosure controls or our internal controls over financial reporting will prevent all error and fraud. A control system, no matter how well conceived and operated, can provide only reasonable, but no absolute, assurance that the objectives of a control system are met. Further, any control system reflects limitations on resources, and the benefits of a control system must be considered relative to its costs. These limitations also include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of a control. A design of a control system is also based upon certain assumptions about potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and may not be detected.

Conclusions

Based upon their evaluation of our controls, the chief executive officer and principal accounting officer have concluded that, subject to the limitations noted above, the disclosure controls are effective providing reasonable assurance that material information relating to us is made known to management on a timely basis during the period when our reports are being prepared. There were no changes in our internal controls that occurred during the year covered by this report that have materially affected, or are reasonably likely to materially affect our internal controls.

Item 9B. Other Information.

On December 5, 2012 the Company sold its subsidiary, Jiu Feng Media, Inc., o 0954842 BC LTD for a nominal sum.

On April 17, 2013, the Company entered into Employment Agreements with its president, Ms. Yan Li, and its secretary and treasurer, Mr. Robert Ireland. Ms. Yan's agreement, which is attached to this Annual Report on Form 10-K as Exhibit 10.1, is retroactively effective as of December 4, 2012, for a term of 36 months (measured from December 4, 2012). Pursuant to the agreement, Ms. Li shall receive an annual salary of $78,000, and shall act as the company's CEO.

Mr. Ireland's agreement, which is attached to this Annual Report on Form 10-K as Exhibit 10.2, is retroactively effective as of December 4, 2012, for a term of 36 months (measured from December 4, 2012). Pursuant to the agreement, Mr. Ireland shall receive an annual salary of $78,000, and shall act as the company's Secretary and Treasurer.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The following table presents information with respect to our officers, directors and significant employees as of the date of this Report:

Name	Position
Yan Li	President and Director
Robert Ireland	Secretary, Treasurer and Director

Each director serves until our next annual meeting of the stockholders or unless they resign earlier. The Board of Directors elects officers and their terms of office are at the discretion of the Board of Directors.

Each of our directors serves until his or her successor is elected and qualified. Each of our officers is elected by the board of directors to a term of one (1) year and serves until his or her successor is duly elected and qualified, or until he or she is removed from office. At the present time, members of the board of directors are not compensated for their services to the board.

Biographical Information Regarding Officers and Directors

Ms. Yan Li , (46), is a permanent resident of Canada and has lived in Vancouver since 2008. Prior to living in Vancouver Ms. Li lived in Shanghai China. Ms. Li manages and is a member of the board of directors of several companies, including: Jiu Feng Investment Hong Kong Ltd from 2008 to date; Jiu Feng Investment Management Shanghai Ltd from 2000 to date; Shanghai Xiu Ling Hanhe Landscaping Engineering Ltd from 1999 to date; Biomark China Inc from 2008 to date; and JF-NAIC from 2012 to date. Her companies employ thousands of employees worldwide. Ms. Li holds a degree in financial and bank management from the Shanghai Financial Economical University.

Robert Ireland (49), is a resident of Canada, and has been CEO of Next Alternative Inc. since 2008 and was a prior CEO of Virtual Wave Inc. Mr. Ireland has served on several boards including Next Alternative Inc, Satelinx Inc, RoadStar GPS, and Virtual Wave Inc.

Mr. Ireland has over 18 years experience being a member of a Board of Directors for both public and private companies. His experience in this area of Internet and Web development comes from his company Virtual Wave Inc. which initially was an internet provider in the early years of the Internet and later developed several GPS applications for military, police etc., all web oriented.

Mr. Ireland was Chairman and CEO of Virtual Wave Inc. and in 2005 had 42 offices in 39 countries with over 5000 employees.

Mr. Ireland’s background is in law and computer science. He studied at the University of British Columbia and Carleton University. Mr. Ireland still holds an office at Carleton University. From 1985 to 1995 Mr. Ireland served as an adjudicator for the Province of Ontario and when he stepped down in 1995 he was a Senior Adjudicator for the province. He then started teaching at Carleton University and started Virtual Wave Inc.

Involvement in Certain Legal Proceedings

To the best of our knowledge, none of our directors or executive officers, during the past ten years, has been involved in any legal proceeding of the type required to be disclosed under applicable SEC rules, including:

1. Any petition under the Federal bankruptcy laws or any state insolvency law being filed by or against, or a receiver, fiscal agent or similar officer being appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;

2. Conviction in a criminal proceeding, or being a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);

3. Being the subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities:

i. Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

ii. Engaging in any type of business practice; or

iii. Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of Federal or State securities laws or Federal commodities laws;

4. Being the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any Federal or State authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in paragraph (3)(i) of this section, or to be associated with persons engaged in any such activity;

5. Being found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission to have violated any Federal or State securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended, or vacated;

6. Being found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any Federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated;

7. Being the subject of, or a party to, any Federal or State judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of:

i. Any Federal or State securities or commodities law or regulation; or

ii. Any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order; or

iii. Any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

8. Being the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26))), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29))), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Code of Ethics

We have not yet adopted a code of ethics that applies to our principal executive officers, principal financial officer, principal accounting officer or controller, or persons performing similar functions. We expect to adopt a code by the end of the current fiscal year.

Item 11. EXECUTIVE COMPENSATION

Compensation of Officers

The following summary compensation table sets forth information concerning compensation for services rendered in all capacities during 2013 and 2012 awarded to, earned by or paid to our executive officers.

Summary Compensation Table

(a) Name and Principal Position [1]	(b) Year	(c) Salary ($)	(d) Bonus ($)	(e) Stock Awards ($)	(f) Option Awards ($)	(g) Non-Equity Incentive Plan Compen-sation (S)	(h) Change in Pension Value & Non-quali-fied Deferred Compen-sation Earnings ($)	(i) All Other Compen-sation ($)	(j) Totals ($)
Oleg Gabidulin President, CEO	2012	0	0	0	0	0	0	24,000	24,000
Vadim Erofeev, CFO, Treasurer	2012	0	0	0	0	0	0	24,000	24,000
Marina Sherbatenko Secretary	2012	0	0	0	0	0	0	0	0
Yan Li	2012	0	0	0	0	0	0	0	0
President	2013	0	0	0	0	0	0	0	0
Robert Ireland	2012	0	0	75,000	0	0	0	0	75,000
Secretary, Treasurer	2013	0	0	0	0	0	0	0	0

Retirement, Resignation or Termination Plans

We sponsor no plan, whether written or verbal, that would provide compensation or benefits of any type to an executive upon retirement, or any plan that would provide payment for retirement, resignation, or termination as a result of a change in control of our company or as a result of a change in the responsibilities of an executive following a change in control of our company.

Directors' Compensation

The persons who served as members of our board of directors, including executive officers did not receive any compensation for services as director for 2012 and 2013.

Option Exercises and Stock Vested

There were no options exercised or stock vested during the years ended February 29, 2013 and February 28, 2012.

Pension Benefits and Nonqualified Deferred Compensation

The Company does not maintain any qualified retirement plans or non-nonqualified deferred compensation plans for its employees or directors.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain information regarding beneficial ownership of our common stock as of February 28, 2013 and as of the date of this Report: (i) by each of our directors, (ii) by each of the Named Executive Officers, (iii) by all of our executive officers and directors as a group, and (iv) by each person or entity known by us to beneficially own more than five percent (5%) of any class of our outstanding shares. As of February 28, 2013, there were 6,500,000 shares of our common stock outstanding:

(1) Title of Class	(2) Name and address of beneficial owner	(3) Amount and Nature of Beneficial Ownership	(4) Percentage of Beneficial Ownership
Common	Yan Li, President & Director	3,980,000	61.2%
	Robert Ireland, Secretary, Treasurer & Director	1,500,000	23.1%
	All executive officers and directors as a group	**5,480,000**	**84.3%**

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

During the year ended February 28, 2013, Li Yan personally paid $22,372 for trade accounts payable on behalf of Jiu Feng Investment Hong Kong Ltd.

Our management is involved in other business activities and may, in the future become involved in other business opportunities. If a specific business opportunity becomes available, such persons may face a conflict in selecting between our business and their other business interests. In the event that a conflict of interest arises at a meeting of our directors, a director who has such a conflict will disclose his interest in a proposed transaction and will abstain from voting for or against the approval of such transaction.

None of our directors are independent, as described in the standards for independence set forth in the Rules of the American Stock Exchange.

Director Independence

Our common stock is quoted on the OTC bulletin board interdealer quotation system, which does not have director independence requirements. Under NASDAQ rule 4200(a)(15), a director is not considered to be independent if he or she is also an executive officer or employee of the corporation. All of our directors are also officers of the Company, and we therefore have no independent directors.

Item 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

During the years ended February 28, 2013, and February 29, 2012, we engaged Ronald R. Chadwick, P.C., as our independent auditor. For the years ended February 28, 2013, and February 29, 2012, we incurred fees as discussed below:

	Fiscal Year Ended	
	February 28, 2013	February 29, 2012
Audit fees	$ 7,750	$ 7,750
Audit – related fees	Nil	Nil
Tax fees	$ 500	750
All other fees	Nil	1,320

Audit fees consist of fees related to professional services rendered in connection with the audit of our annual financial statements and review of our quarterly financial statements. All other fees relate to professional services rendered in connection with the review of the company's S-1 registration statement.

Our policy is to pre-approve all audit and permissible non-audit services performed by the independent accountants. These services may include audit services, audit-related services, tax services and other services. Under our audit committee's policy, pre-approval is generally provided for particular services or categories of services, including planned services, project based services and routine consultations. In addition, the audit committee may also pre-approve particular services on a case-by-case basis. Our audit committee approved all services that our independent accountants provided to us in the past two fiscal years.

PART IV

Item 15. EXHIBITS

Exhibit Number	Description
3.1*	Articles of Incorporation
3.2*	Bylaws
10.1	Employment Agreement with President
10.2	Employment Agreement with Secretary / Treasurer
31.1	Certification of the Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of the Chief Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS **	XBRL Instance Document
101.SCH **	XBRL Taxonomy Extension Schema Document
101.CAL **	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF **	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB **	XBRL Taxonomy Extension Label Linkbase Document
101.PRE **	XBRL Taxonomy Extension Presentation Linkbase Document

*Incorporated by reference (filed on Form S-1 on)

** * XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

JIU FENG INVESTMENT HONG KONG LTD.

Date: May 30, 2013	By: */s/ Li Yan*
	Li Yan President, Chief Executive Officer, Principal Executive Officer and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Date: May 30, 2013	By: */s/ Li Yan*
	Li Yan President, Chief Executive Officer, Principal Executive Officer and Director
Date: May 30, 2013	By: */s/ Robert Ireland*
	Robert Ireland Treasurer, Chief Financial Officer, Principal Financial Officer

T H IS C O N S ULT I N G AGREE M EN T is dated for reference the 04 day of December, 2012

BETWEEN:

J i u F eng Inv e s t m ent H o n g K ong L t d.. , having an office at No.2293 Hong Qiao Rd.,Shanghai, China ("Jiu Feng Investment Hong Kong Ltd." or the "Company")

AND:

Ms. Y an L i , being resident at 6750 Wiltshire Street Vancouver, British Columbia V6P5G9 (the "Consultant / Principal")

W H EREA S the Company and the Consultant wish to enter into this Agreement to record their respective rights and obligations regarding the Consultant's provision of services to the Company,

T H IS AGREE M EN T W I TNE SS E S that in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **S ERV I CE S**

1.1 The Consultant shall provide the Company with expertise and assistance in the areas generally described in Schedule A to this Agreement. The Consultant shall initially be available to provide services for, on average, one day per week or as otherwise agreed by the parties.

1.2 The Consultant and the Principal represent and warrant that the Principal controls the Consultant. Unless the Company otherwise agrees in writing, the Consultant's services under this Agreement shall be provided solely by the Principal.

1.3 The Consultant will be informed of the specific duties or tasks required of the Consultant by the Company's BOD or such other person as the Company's BOD may specify from time to time, and the Consultant will report to such person as to the progress and completion of the same. The Consultant will be responsible for determining the best manner or method of providing the required services.

1.4 The Consultant shall abide by the provisions of the Company's rules and policies of which the Consultant may be informed by the Company from time to time.

1.5 The Consultant shall not do, or fail to do, a nything which action or failure could be reasonably expected to adversely effect the reputation of the Company, its affiliates or any of its directors, officers, employees or consultants.

2. **TER M**

2.1 The term of this Agreement shall be as specified in Schedule A, subject to earlier termination as hereinafter provided.

3. **RE M UNERAT I O N A N D RE IM B UR S E M EN T O F EX P EN S E S**

3.1 The Consultant's remuneration shall be as specified in Schedule A. Neither the Contractor, nor any of its employees, is an employee of JIU FENG INVESTMENT HONG KONG LTD. JIU FENG INVESTMENT HONG KONG LTD shall not be required to make contributions for unemployment insurance, Canada Pension, workers' compensation and other similar levies in respect of the fee for services to be paid to the Contractor. The Contractor will be responsible for and pay all wages, salaries, benefits, and employment-related taxes for all of Contractor's personnel, including the Principal.

3.2 The Company shall reimburse the Consultant for all reasonable expenses incurred by the Consultant in furtherance of the Company's business. The Consultant shall, to the greatest extent possible, submit appropriate documentation to support all expenses claimed. The Consultant acknowledges that the Company will only reimburse those expenses that the Company considers reasonable or to which the Company has granted prior authorization.

3.3 The Consultant shall render an invoice on t he last day of each month for the remuneration and expenses incurred that month and the Company shall pay such invoice within 15 days of receipt.

4. CONFIDENTIAL INFORMATION

4.1 The Consultant and the Principal shall keep all Confidential Information (hereinafter defined) in confidence and shall not disclose to others or use, or allow others to use, any Confidential Information. In this Agreement, "Confidential Information" means all data, processes, analyses, methodologies, trade secrets, business plans, financial information (including but not limited to accounting and sales records), customer lists, memoranda, notes and minutes of meetings, and other information which is designated by Company as confidential, except for any part of the Confidential Information which:

(a) is or becomes publicly available other than as a result of a disclosure by the Consultant or the Principal;

(b) is or becomes available to the Consultant or the Principal from a so urce (other than Company or its representatives) which, to the b of the Consultant's or Principal's knowledge after due inquiry, is not prohibited from disclosing such information to the Consultant Principal by a legal, contractual or fiduciary obligation; or

(c) is demonstrated to have been properly in the Consultant's or Principal's possession or control at the time of disclosure of t Confidential Information to the Consultant or Principal by the Company or its representatives.

4.2 The Consultant and Principal shall not use or bring to the Company any technical information, data, trade secrets, processes, formulae, products, inventions or other intellectual property which is proprietary to any person.

4.3 The Consultant and Principal shall not, before or after the expiry or other termination of this Agreement, remove any material containing Confidential Information except as may be necessary for the Consultant to provide the services hereunder, in which case the Consultant shall be responsible for its security.

4.4 The Company shall be the owner of and hold all rights to all technical information, data, trade secrets, processes, products, formulae inventions and any other intellectual property developed by the Consultant or Principal during the course of providing services hereunder. In furtherance of this, the Consultant and Principal shall sign and agree to be bound by the Company's standard form of confidential information and intellectual property agreement.

4.5 Upon the expiry or earlier termination of this Agreement or upon the Company's earlier written request, the Consultant shall deliver to the Company all documents and other tangible items comprising or referring to any Confidential Information, together with all copies, summaries and records thereof. The Consultant shall thereupon promptly delete all electronic copies of documents comprising or referring to Confidential Information held by or under the Consultant's control.

4.6 The Consultant shall ensure that all of its employees, agents, consultants, directors and officers who become privy to Confidential Information are bound in writing by the provisions of this section 4.

5. **NON-COMPETITION**

5.1 During the term and any renewal of this Agreement and for a period of three months thereafter, the Consultant and the Principal agree to not engage in any other business activities or serve as an officer or director in any other entity (a "Competitor") in competition with the Company.

6. **TERMINATION OF AGREEMENT**

6.1 This Agreement may be immediately terminated by the Company, without advance notice or payment in lieu thereof, for cause (hereinafter defined).

6.2 In this section 6, "cause" means the occurrence of any of the following events:

(a) the Consultant breaches a material provision of this Agreement and such breach is not remedied within 15 days of notification of said breach; or

(b) the Consultant or the Principal is convicted of a crime involving theft or fraud.

6.3 Either party may terminate this Agreement upon six months' written notice to the other party or, in the case of the Company, by making a payment to the Consultant equal to six times the average monthly payment as cal culated in accordance with this Agreement. If the Company delivers notice of termination, the Consultant may elect, upon written notice to the Company, to accelerate the termination date to a date earlier than the one stated in the termination notice but shall then only be entitled to payment for the shortened period.

7. COMPLIANCE WITH LAWS

7.1 The Consultant shall comply with all applicable statutes, rules and regulations and the requirements and directions of any governmental authority having jurisdiction with respect to the provision of the services hereunder.

8. **MISCELLANEOUS**

8.1 The failure of either party to insist upon strict compliance with any of the provisions of this Agreement shall not be deemed a waiver or relinquishment of any such provisions at any subsequent time or of any other provision hereof.

8.2 The Consultant acknowledges that a breach of this Agreement may result in immediate and irreparable harm to the Company and that therefore, the Company shall, in addition to any other right, relief or remedy available by law, be entitled to any equitable relief that a court may deem appropriate. Under no circumstances shall the Consultant or the Principal be liable for any relief or any other remedies beyond the amounts described in Schedule A.

8.3 The provisions of the schedules attached hereto form an integral part of this Agreement.

8.4 Any notice or other communication given under this Agreement shall be in writing and shall be deemed to have been given if delivered to a party in person or at its address appearing on the first page of this Agreement (or to such other address as one party provides to the other in a notice given according to this section). All notices and other communications shall be deemed to have been given and received on the first business day following its delivery as aforesaid.

8.5 The provisions of sections 4 a nd 5 of this Agreement shall survive the expiry or earlier termination of this Agreement.

8.6 If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, by a court of competent jurisdiction, such determination shall not affect or impair the validity or enforceability of any other provision of this Agreement which shall be valid and enforceable to the fullest extent permitted by law.

8.7 This Agreement may not be assigned by either party without the prior written consent of the other except only for an assignment of this Agreement by the Company to a subsidiary. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

8.8 The laws of British Columbia and the laws of Canada applicable therein shall exclusively govern this Agreement.

8.9 This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, between the parties concerning the Consultant's provision of services to the Company. T his Agreement may not be amended or otherwise modified except by an instrument in writing signed by both parties.

8.10 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one instrument. This Agreement may be delivered by fax.

IN WI TNE SS W H EREO F the parties have executed this Agreement as of the date first above written notwithstanding its actual date of execution.

JIU FENG INVESTMENT HONG KONG LTD INC.
by its authorized signatory:

/s/ R obe r t I r e l and
Name: Robert Ireland
Title: Secretary/Treasurer, BOD member

Ms. Yan Li
Acceptance signatory:

/s/ Ms. Yan Li
Name: Ms. Yan Li

Schedule A

Details of Compensation

1. The Consultant shall provide the Company with expertise and assistance in the areas generally undertaken by a CEO. Such services typically include, but are not limited to:

    - Provide direct assistance to the BOD on financial, strategic and other business matters;
    - Leadership on debt and equity fund raising activities and the related negotiations;
    - Preparation of documentation for investor meetings;
    - Management of the Company and other Admin functions;
    - Management of reporting, both internal and external, to ensure all commitments are honoured;
    - Management of day to day operations, including, where necessary, the system design and implementation;
    - Management of statutory obligations;
    - Preparation of strategic/business plan and annual budgets and operating plans;
    - All other duties as a Chief Executive Officerwould undertake on a day to day bases

2. The term of this Agreement will be for a period of thirty six months commencing on December 04, 2012, subject to earlier termination as provided for herein or a full time position is offered. This Agreement will automatically be renewed for additional twelve month periods if written notice is not provided to the other party 90 days prior to the end of each twelve month term.

3. In consideration of the Consultant's services under this Agreement, the Company shall pay the Consultant a yearly salary of $78,000.

4. The Principal is also has a permanent seat on the Board of Directors.

THIS CONSULTING AGREEMENT is dated for reference the 04 day of December, 2012

BETWEEN:

Jiu Feng Investment Hong Kong Ltd.., having an office at No.2293 Hong Qiao Rd.,Shanghai, China ("Jiu Feng Investment Hong Kong Ltd." or the "Company")

AND:

Robert Ireland, being resident at 2B Halverson Lake Rd., Lac Des Loups, Quebec J0X 3K0 (the "Consultant / Principal")

WHEREAS the Company and the Consultant wish to enter into this Agreement to record their respective rights and obligations regarding the Consultant's provision of services to the Company,

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **SERVICES**

1.1 The Consultant shall provide the Company with expertise and assistance in the areas generally described in Schedule A to this Agreement. The Consultant shall initially be available to provide services for, on average, one day per week or as otherwise agreed by the parties.

1.2 The Consultant and the Principal represent and warrant that the Principal controls the Consultant. Unless the Company otherwise agrees in writing, the Consultant's services under this Agreement shall be provided solely by the Principal.

1.3 The Consultant will be informed of the specific duties or tasks required of the Consultant by the Company's BOD or such other person as the Company's BOD may specify from time to time, and the Consultant will report to such person as to the progress and completion of the same. The Consultant will be responsible for determining the best manner or method of providing the required services.

1.4 The Consultant shall abide by the provisions of the Company's rules and policies of which the Consultant may be informed by the Company from time to time.

1.5 The Consultant shall not do, or fail to do, a nything which action or failure could be reasonably expected to adversely effect the reputation of the Company, its affiliates or any of its directors, officers, employees or consultants.

2. **TER M**

2.1 The term of this Agreement shall be as specified in Schedule A, subject to earlier termination as hereinafter provided.

3. **RE M UNERAT I O N A N D RE IM B UR S E M EN T O F EX P EN S E S**

3.1 The Consultant's remuneration shall be as specified in Schedule A. Neither the Contractor, nor any of its employees, is an employee of JIU FENG INVESTMENT HONG KONG LTD. JIU FENG INVESTMENT HONG KONG LTD shall not be required to make contributions for unemployment insurance, Canada Pension, workers' compensation and other similar levies in respect of the fee for services to be paid to the Contractor. The Contractor will be responsible for and pay all wages, salaries, benefits, and employment-related taxes for all of Contractor's personnel, including the Principal.

3.2 The Company shall reimburse the Consultant for all reasonable expenses incurred by the Consultant in furtherance of the Company's business. The Consultant shall, to the greatest extent possible, submit appropriate documentation to support all expenses claimed. The Consultant acknowledges that the Company will only reimburse those expenses that the Company considers reasonable or to which the Company has granted prior authorization.

3.3 The Consultant shall render an invoice on t he last day of each month for the remuneration and expenses incurred that month and the Company shall pay such invoice within 15 days of receipt.

4. CONFIDENTIAL INFORMATION

4.1 The Consultant and the Principal shall keep all Confidential Information (hereinafter defined) in confidence and shall not disclose to others or use, or allow others to use, any Confidential Information. In this Agreement, "Confidential Information" means all data, processes, analyses, methodologies, trade secrets, business plans, financial information (including but not limited to accounting and sales records), customer lists, memoranda, notes and minutes of meetings, and other information which is designated by Company as confidential, except for any part of the Confidential Information which:

(a) is or becomes publicly available other than as a result of a disclosure by the Consultant or the Principal;

(b) is or becomes available to the Consultant or the Principal from a so urce (other than Company or its representatives) which, to the b of the Consultant's or Principal's knowledge after due inquiry, is not prohibited from disclosing such information to the Consultant Principal by a legal, contractual or fiduciary obligation; or

(c) is demonstrated to have been properly in the Consultant's or Principal's possession or control at the time of disclosure of t Confidential Information to the Consultant or Principal by the Company or its representatives.

4.2 The Consultant and Principal shall not use or bring to the Company any technical information, data, trade secrets, processes, formulae, products, inventions or other intellectual property which is proprietary to any person.

4.3 The Consultant and Principal shall not, before or after the expiry or other termination of this Agreement, remove any material containing Confidential Information except as may be necessary for the Consultant to provide the services hereunder, in which case the Consultant shall be responsible for its security.

4.4 The Company shall be the owner of and hold all rights to all technical information, data, trade secrets, processes, products, formulae inventions and any other intellectual property developed by the Consultant or Principal during the course of providing services hereunder. In furtherance of this, the Consultant and Principal shall sign and agree to be bound by the Company's standard form of confidential information and intellectual property agreement.

4.5 Upon the expiry or earlier termination of this Agreement or upon the Company's earlier written request, the Consultant shall deliver to the Company all documents and other tangible items comprising or referring to any Confidential Information, together with all copies, summaries and records thereof. The Consultant shall thereupon promptly delete all electronic copies of documents comprising or referring to Confidential Information held by or under the Consultant's control.

4.6 The Consultant shall ensure that all of its employees, agents, consultants, directors and officers who become privy to Confidential Information are bound in writing by the provisions of this section 4.

5. NON-COMPETITION

5.1 During the term and any renewal of this Agreement and for a period of three months thereafter, the Consultant and the Principal agree to not engage in any other business activities or serve as an officer or director in any other entity (a "Competitor") in competition with the Company.

6. TERMINATION OF AGREEMENT

6.1 This Agreement may be immediately terminated by the Company, without advance notice or payment in lieu thereof, for cause (hereinafter defined).

6.2 In this section 6, "cause" means the occurrence of any of the following events:

(a) the Consultant breaches a material provision of this Agreement and such breach is not remedied within 15 days of notification of s breach; or

(b) the Consultant or the Principal is convicted of a crime involving theft or fraud.

6.3 Either party may terminate this Agreement upon six months' written notice to the other party or, in the case of the Company, by making a payment to the Consultant equal to six times the average monthly payment as cal culated in accordance with this Agreement. If the Company delivers notice of termination, the Consultant may elect, upon written notice to the Company, to accelerate the termination date to a date earlier than the one stated in the termination notice but shall then only be entitled to payment for the shortened period.

7. COMPLIANCE WITH LAWS

7.1 The Consultant shall comply with all applicable statutes, rules and regulations and the requirements and directions of any governmental authority having jurisdiction with respect to the provision of the services hereunder.

8. **MISCELLANEOUS**

8.1 The failure of either party to insist upon strict compliance with any of the provisions of this Agreement shall not be deemed a waiver or relinquishment of any such provisions at any subsequent time or of any other provision hereof.

8.2 The Consultant acknowledges that a breach of this Agreement may result in immediate and irreparable harm to the Company and that therefore, the Company shall, in addition to any other right, relief or remedy available by law, be entitled to any equitable relief that a court may deem appropriate. Under no circumstances shall the Consultant or the Principal be liable for any relief or any other remedies beyond the amounts described in Schedule A.

8.3 The provisions of the schedules attached hereto form an integral part of this Agreement.

8.4 Any notice or other communication given under this Agreement shall be in writing and shall be deemed to have been given if delivered to a party in person or at its address appearing on the first page of this Agreement (or to such other address as one party provides to the other in a notice given according to this section). All notices and other communications shall be deemed to have been given and received on the first business day following its delivery as aforesaid.

8.5 The provisions of sections 4 a nd 5 of this Agreement shall survive the expiry or earlier termination of this Agreement.

8.6 If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, by a court of competent jurisdiction, such determination shall not affect or impair the validity or enforceability of any other provision of this Agreement which shall be valid and enforceable to the fullest extent permitted by law.

8.7 This Agreement may not be assigned by either party without the prior written consent of the other except only for an assignment of this Agreement by the Company to a subsidiary. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

8.8 The laws of Quebec and the laws of Canada applicable therein shall exclusively govern this Agreement.

8.9 This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, between the parties concerning the Consultant's provision of services to the Company. T his Agreement may not be amended or otherwise modified except by an instrument in writing signed by both parties.

8.10 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one instrument. This Agreement may be delivered by fax.

IN WI TNE SS W H EREO F the parties have executed this Agreement as of the date first above written notwithstanding its actual date of execution.

JIU FENG INVESTMENT HONG KONG LTD INC.
by its authorized signatory:

/s/ Ms. Yan Li
Name: Ms. Yan Li
Title: CEO

Robert Ireland
Acceptance signatory:

/s/ R obe r t I r e l and
Name: Robert Ireland

Schedule A

Details of Compensation

1. The Consultant shall provide the Company with expertise and assistance in the areas generally undertaken by a Secretary/Treasurer. Such services typically include, but are not limited to:

    - Provide direct assistance to the BOD on financial, strategic and other business matters;
    - Leadership on debt and equity fund raising activities and the related negotiations;
    - Preparation of documentation for investor meetings;
    - Management of the Company and other Admin functions;
    - Management of reporting, both internal and external, to ensure all commitments are honoured;
    - Management of day to day operations, including, where necessary, the system design and implementation;
    - Management of statutory obligations;
    - Preparation of strategic/business plan and annual budgets and operating plans;
    - All other duties as a Secretary/Treasurer would undertake on a day to day bases

2. The term of this Agreement will be for a period of thirty six months commencing on December 04, 2012, subject to earlier termination as provided for herein or a full time position is offered. This Agreement will automatically be renewed for additional twelve month periods if written notice is not provided to the other party 90 days prior to the end of each twelve month term.

3. In consideration of the Consultant's services under this Agreement, the Company shall pay the Consultant a yearly salary of $78,000.

4. The Principal is also has a permanent seat on the Board of Directors.

EXHIBIT 31.1

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

I, Li Yan, certify that:

1. I have reviewed this Annual Report on Form 10-K of Jiu Feng Investment Hong Kong Ltd. for the year ended February 28, 2013;

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

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

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

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

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

Dated: May 30, 2013

By: */s/ Li Yan*
Li Yan
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

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

I, Robert Ireland, certify that:

1. I have reviewed this Annual Report on Form 10-K of Jiu Feng Investment Hong Kong Ltd. for the year ended February 28, 2013;

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

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

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

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

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

Dated: May 30, 2013

By: */s/ Robert Ireland*
Robert Ireland
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

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

In connection with the Annual Report of Jiu Feng Investment Hong Kong Ltd. (the “Company”) on Form 10-K for the year ended February 28, 2013, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Li Yan, Chief Executive Officer (Principal Executive Officer) of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1)The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2)The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 30, 2013

By: */s/ Li Yan*
Li Yan
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

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

In connection with the Annual Report of Jiu Feng Investment Hong Kong Ltd. (the “Company”) on Form 10-K for the year ended February 28, 2013, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Robert Ireland, Chief Financial Officer (Principal Financial Officer) of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 30, 2013

By: */s/ Robert Ireland*
Robert Ireland
Chief Financial Officer
(Principal Financial Officer)