

## 2013 ANNUAL RAPORT TO OTC MARKET

**eFUEL EFN, Corp.**  
1212 S Main Street  
Wildwood, FL 34785-9404  
Phone: 352-326-8381/ Fax: 765-668-8897  
[www.efuelefncorporation.com](http://www.efuelefncorporation.com)

### **Section One: Issuers' Initial Disclosure Obligations** **Part A General Company Information**

**Item 1 The exact name of the issuer and its predecessor (if any).**  
In answering this item, please also provide any names used by predecessor entities in the past five years and the dates of the name changes.

Current Name - eFUEL EFN, Corporation  
Prior Name - Preservation Science, Inc.

**Item 2 The address of the issuer's principal executive offices.**  
In answering this item, please also provide (i) the telephone and fax number of the issuer's principal executive offices, (ii) if applicable, the URL of each website maintained by or on behalf of the issuer, and (iii) if applicable, the name, phone number, email address, and mailing address of the person responsible for the issuer's investor relations.

Principal Executive Office – 1212 S Main Street, Wildwood, FL-  
34785-9404

Principal Executive Phone – (352)-326-8381

Principal Executive Fax –(765)-668-8897

URL of each website maintained by or on behalf of the issuer:

[www.efuelefn.com](http://www.efuelefn.com)

[www.outRAGEousEncounters.com](http://www.outRAGEousEncounters.com)

Issuer's Investor Relations - Slavoljub Stefanovic, Euro-American Finance Network, Inc.

Office – 6624 Woody Ct. Leesburg, Florida 34748 USA.

Phone - 352-504-1641,

Fax - 765-668-8897

Email - [admin@eafninc.com](mailto:admin@eafninc.com) or [slavostefanovic@yahoo.com](mailto:slavostefanovic@yahoo.com)

**Item 3 The jurisdiction(s) and date of the issuer's incorporation or organization.**

Provide the issuer's jurisdiction(s) of incorporation or jurisdiction(s) of organization (if the issuer is not a corporation) and the date on which it was incorporated or organized.

eFUEL EFN, Corp. is a Florida Corporation with an original incorporation date of September 24, 1997.

## Part B Share Structure

### **Item 4 The exact title and class of securities outstanding.**

In answering this item, provide the exact title and class of each class of outstanding securities. In addition, please provide the CUSIP and trading symbol.

**Common: 2,500,000.000**

**Preferred A non-dilutable - Total number of shares 1,000,000,000**

**Preferred B – Total number of shares 35,000,000**

**CUSIP # 28224E209**

**Trading symbol : EFLN**

### **Item 5 Par or stated value and description of the security.**

*A. Par or Stated Value.* Provide the par or stated value for each class of outstanding securities.

**Common .001**

**Preferred A .001**

**Preferred B .001**

*B. Common or Preferred Stock.*

1. For common equity, describe any dividend, voting and preemption rights.

**No dividend has been declared, no preemption rights are associated with the company's Common and/or Preferred shares.**

2. For preferred stock, describe the dividend, voting, conversion and liquidation rights as well as redemption or sinking fund provisions.

**Preferred A and B, have the same dividend and voting rights as common. Preferred A is convertible at the rate of 10 common shares for each one share of Preferred A. Preferred A stock is non-dilutable. Preferred B is convertible at a rate of 2 common shares for each one Preferred B stock is non-dilutable.**

3. Describe any other material rights of common or preferred stockholders.

**None**

4. Describe any provision in the issuer's charter or by-laws that would delay, defer or prevent a change in control of the issuer.

**None**

### **Item 6 The number of shares or total amount of the securities**

**outstanding for each class of securities authorized. As of the last 2 fiscal years.**

- (i) Period end date; **December 31, 2013**
- (ii) Number of shares authorized; **2,500,000,000**
- (iii) Number of shares outstanding; **1,486,482,109**
- (iv) Freely tradable shares (public float); **1,200,000,000**
- (v) Total number of beneficial shareholders; **4**
- (vi) Total number of shareholders of record. **547**

**Item 7            The name and address of the transfer agent.**  
**Clear Trust, LLC**  
**16540 Pointe Village Drive**  
**Suite 206**  
**Lutz, Florida 33558**  
**813-235-4490 office**

**Clear Trust, LLC is registered under the Exchange Act as well as all appropriate Securities Exchange Commission (SEC) regulatory authorities.**

### **Part C Business Information**

**Item 8            The nature of the issuer's business. Yes Material events for the last three years.**

**A. Business Development. The company provides web based services as well as acquiring operational Businesses and Commercial Real Estate properties. The company establishing as a holding corporation with five business divisions: 1. SOLAR AND WIND ENERGY DIVISION, 2. REAL ESTATE, AGRICULTURAL LAND DIVISION, 3. INVESTMENT DIVISION, 4. RETAIL, HOSPITALITY DIVISION, 5. PLANS AND CONSTRUCTION DIVISION. The management of these five divisions have visions, and goals to advance business operation that will grow in this economy, and create jobs for the future of our country.**

**1. the form of organization of the issuer (e.g., corporation, partnership, limited liability company, etc.); **Corporation****

**2. the year that the issuer (or any predecessor) was organized; **1997****

**3. the issuer's fiscal year end date; **December 31****

**4. whether the issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding; **Preservation Science, Inc., was in receivership in 2008****

**5. any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets; **YES.****

6. any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments; None

7. any change of control; Yes

On January 19, 2011, Euro-American Financial Network, Inc. purchased a controlling interest in the Company through a share purchase agreement, Thereby purchasing a total of 245 million Preferred Series A shares from the largest shareholder of the Company. Also, EFUEL EFN CORPORATION exchange additional 200,000,000 shares for retail business Cherokee Trading Post owned by Euro-American Finance Network, Inc. EAFN, INC. has total 445,000,000 Preferred A shares.

8. any increase of 10% or more of the same class of outstanding equity securities;

Increased preferred A shares from 250,000,000 to 1,000,000,000.

eFUEL EFN, Corp. increased the number of common Shares from One Billion Five Hundred Million ( 1,500,000,000) to Two Billion Five Hundred Million (2,500,000,000).

9. any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization;

eFUEL EFN Corp. authorized a reverse split 40 to 1 of its common shares on June 1, 2009

10. any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board; and

None

11. any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.

None

B. Business of Issuer. Describe the issuer's business so a potential investor can clearly understand it. To the extent material to an understanding of the issuer, please also include the following:

1. the issuer's primary and secondary SIC Codes,

Primary 7380

Secondary 8999

2. if the issuer has never conducted operations, is in the development stage,

or is currently conducting operations;  
**Currently conducting operations**

3. whether the issuer is or has at any time been a "shell company";  
**No**

4. the names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure statement;  
**Euro-American Finance Network has ownership in preferred A shares**

5. the effect of existing or probable governmental regulations on the business;  
**There are no known governmental regulations that would effect eFUEL's current business model.**

6. an estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers;  
**approximately 1,200 hours and approximately \$62,000 dollars**

7. costs and effects of compliance with environmental laws (federal, state and local); and  
**None**

8. the number of total employees and number of full-time employees.  
**Five.**

For issuers engaged in mining, oil and gas production and real estate activities, substantial additional disclosure of the issuer's business is required. Contact OTC Markets Group for more information.

**Item 9 The nature of products or services offered.**

In responding to this item, please describe the following so that a potential investor can clearly understand the products and services of the issuer:

A. principal products or services, and their markets;

**Web related services including an online dating site, Acquisition of Real Property as well as operational Businesses. Sale of Commodity's including but not limited to Retail and Lumber Products.**

B. distribution methods of the products or services;

**Retail, Web / online as well as direct marketing.**

C. status of any publicly announced new product or service;

None

D. competitive business conditions, the issuer's competitive position in the industry, and methods of competition;

Unknown

E. sources and availability of raw materials and the names of principal suppliers;

N/A

F. dependence on one or a few major customers;

N/A

G. patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration; and

Yes, Retail licenses, Patents and labor agreements.

H. the need for any government approval of principal products or services and the status of any requested government approvals.

None

**Item 10 The nature and extent of the issuer's facilities.**

The goal of this section is to provide a potential investor with a clear understanding of all assets, properties or facilities owned, used or leased by the issuer. In responding to this item, please clearly describe the assets, properties or facilities of the issuer, give the location of the principal plants and other property of the issuer and describe the condition of the properties. If the issuer does not have complete ownership or control of the property (for example, if others also own the property or if there is a mortgage on the property), describe the limitations on the ownership. See Below

If the issuer leases any assets, properties or facilities, clearly describe them as above and the terms of their leases.

Yes, Retail Store at 1212 S. , Main Street, Wildwood, Florida 34785 USA.

FUEL is both an Internet Services company as well as a holding company for the acquisition of operational businesses , commercial Real Estate and retail business. eFUEL has existing and potential revenue platforms.

1. eFUEL is the owner of the dating web-site OutRageous Encounters. [www.outrageousencounters.com](http://www.outrageousencounters.com)

2. eFUEL has acquired commercial Real Estate located at 188.44 Land District 8, City of Wilcox County, State of Georgia,

Land Tract No. 1 containing 33.86 acres situated in Lot of Land No. 182,

Tract No. 2 containing 63.74 acres situated in Lots of Land No. 181 and 182 and Tract No. 3 containing 90.84 acres situated in Lot of Land No. 180.

3. 136,200,000 Common Shares of Emax Holding Corporation.

4. Citrus Business, (orange shop). Retail activities and wholesale.

5. Agreement with Organic World Solutions. Organic fertilizer for agricultural products. Rights to the wholesale and retail world wide.

6. Cherokee Trading Post, Inc. retail business and inventory.

7. The eFUEL EFN CORPORATION has four Real Estate lease agreements on land and construction plans for commercial projects.

The values of these assets have been established and therefore are reflected in the attached financial statements.

In the event that a value for the land was established, the stockholder's equity section would be greatly affected.

## **Part D Management Structure and Financial Information**

**Item 11** The name of the chief executive officer, members of the board of directors, as well as control persons.

The goal of this section is to provide an investor with a clear understanding of the identity of all the persons or entities that are involved in managing, controlling or advising the operations, business development and disclosure of the issuer, as well as the identity of any significant shareholders.

A. Officers and Directors. In responding to this item, please provide the following information for each of the issuer's executive officers, directors, general partners and control persons, as of the date of this information statement:

1. **Officers:**

1. **Ljubica Stefanovic / President**
2. **Matthew Mundt / Vice President**
3. **Matthew Mundt / Secretary**

**Board of Directors**

1. **Dr. Amul Purohit**
2. **Matthew Mundt**
3. **Antonio Brbovic**
4. **Larry Sherman**
5. **Ljubica Stefanovic**

2. Business address: 1212 S Main Street, Wildwood, FL 34785-9404

3. Employment history (which must list all previous employers for the past 5 years, positions held, responsibilities and employment dates);

1. Ljubica Stefanovic - Corporate Senior Treasurer Euro- American Finance Network- 1991- 2012

2. Dr. Amul Purohit - Highly trained business leader with over 23 years of exceptional management and professional experience. 2006 - Present, founder of Liquid Capital of Northern California, President and CEO, Education P.H.D. University of Maryland. College Park Horticulture/Plant psychology. Large scale Industrial Construction projects.

3. Matthew Mundt - Project Manager for large scale Industrial Construction projects including upwards of 225 employees on site with Sub-contractor coordination. Engineering Coordinator 2005-2009, Education B.S. Physics UW-LA Crosse 1997 - 2000. UW - Milwaukee 2000 - 2002, B.S. Industrial Engineering.

4. Antonio Brbovic - President of Equipment Company. Holyoke Mass. Berksnire Westwood Graphics Group. National Director of Digital Technology 1995 - 2009.

5. Larry Sherman - 2002 - Present, Public Insurance adjuster, 8 years, graduate of Ohio State University. 1993 - 2002, Jasper Engines and Transmissions. Ranked as number 1 sales last 3 years in Florida market place.

4. Board memberships and other affiliations;

1. Ljubica Stefanovic - Corporate Senior Treasurer Euro- American Finance Network- 1991- Present

2. Dr. Amul Purohit - Highly trained business leader with over 23 years of exceptional management and professional experience. 2006 - Present, founder of Liquid Capital of Northern California, President and CEO, Education P.H.D. University of Maryland. College Park Horticulture/Plant psychology.

3. Matthew Mundt - Project Manager for large scale Industrial Construction projects including upwards of 225 employees on site with Sub-contractor coordination. Engineering Coordinator 2005-2009, Education B.S. Physics UW-LA Crosse 1997 - 2000. UW - Milwaukee 2000 - 2002, B.S. Industrial Engineering.

4. Antonio Brbovic - President of Equipment Company. Nolyoke Mass. Berksnire Westwood Graphics Group. National Director of Digital Technology 1995 - 2009.

5. Larry Sherman - 2002 - Present, Public Insurance adjuster, 8 years, graduate of Ohio State University. 1993 - 2002, Jasper Engines and

Transmissions. Ranked as number 1 sales last 3 years in Florida market place.

5. Compensation by the issuer; and

**Sample Employment Agreement attached hereto as Exhibit A.**

6. Number and class of the issuer's securities beneficially owned by each such person.

1. **Dr. Amul Purohit – 1.6 million - Common**
2. **Matthew Mundt – 50 million – Common**
3. **Antonio Brbovic – 3 million - Common**
4. **Larry Sherman – 7 million - Common**
5. **Ljubica Stefanovic – 26 million - Common**

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);  
**None**

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;  
**None**

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated;  
**None**

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.  
**None**

C. Disclosure of Family Relationships. Describe any family relationships among and between the issuer's directors, officers, persons nominated or chosen by the issuer to become directors or officers, or beneficial owners of more than five percent (5%) of the any class of the issuer's equity securities.  
**None**

D. Disclosure of Related Party Transactions. Describe any transaction during the issuer's last two full fiscal years and the current fiscal year or any currently proposed transaction, involving the issuer, in which (i) the amount involved exceeds the lesser

of \$120,000 or one percent of the average of the issuer's total assets at year-end for its last three fiscal years and (ii) any related person had or will have a direct or indirect material interest. Disclose the following information regarding the transaction:  
**None**

1. The name of the related person and the basis on which the person is related to the issuer;

**N/A**

2. The related person's interest in the transaction;

**N/A**

3. The approximate dollar value involved in the transaction (in the case of indebtedness, disclose the largest aggregate amount of principal outstanding during the time period for which disclosure is required, the amount thereof outstanding as of the latest practicable date, the amount of principal and interest paid during the time period for which disclosure is required, and the rate or amount of interest payable on the indebtedness); **N/A**

4. The approximate dollar value of the related person's interest in the transaction;

**N/A**

5. Any other information regarding the transaction or the related person in the context of the transaction that is material to investors in light of the circumstances of the particular transaction

**N/A**

**E. Disclosure of Conflicts of Interest.** Describe any conflicts of interest. Describe the circumstances, parties involved and mitigating factors for any executive officer or director with competing professional or personal interests.

**None**

## **Item 12 Financial information for the issuer's most recent fiscal period.**

*Instruction to Item 12:* The issuer shall post the financial statements required by this Item 12 through the OTC Disclosure and News Service under the appropriate report name for the applicable period end. (If the financial statements relate to a fiscal year end, publish it as an "Annual Report," or if the financial statements relate to a quarter end, publish it as a "Quarterly Report" or "Interim Report") **The issuer must state in its disclosure statement that such financial statements are incorporated by reference.** The issuer must also (i) provide a list in the disclosure statement describing the financial statements that are incorporated by reference, (ii) clearly explain where the incorporated documents can be found, and (iii) provide a clear cross-reference to the specific location where the information requested by this Item 12 can be found in the incorporated documents.

The issuer shall provide the following financial statements for the most recent fiscal period (whether fiscal quarter or fiscal year).

- 1) balance sheet; See Exhibit B
- 2) statement of income; See Exhibit B
- 3) statement of cash flows; See Exhibit B
- 4) statement of changes in stockholders' equity; See Exhibit B
- 5) financial notes; See Exhibit B
- 6) audit letter, if audited; See Exhibit B

At all times Euro American Finance Network, Inc. assisted in the preparation of the attached unaudited financial information solely upon reliance of eFUEL EFN Company management

The financial statements requested pursuant to this item shall be prepared in accordance with generally accepted accounting principles (GAAP) by persons with sufficient financial skills.

Information contained in annual financial statements will not be considered current more than 90 days after the end of the issuer's fiscal year immediately following the fiscal year for which such statement are provided, or with respect to quarterly financial statements, more than 45 days after the end of the quarter immediately following the quarter for which such statements are provided.

**Item 13 Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.**

Please provide the financial statements described in Item 12 above for the issuer's two preceding fiscal years.

*Instruction to Item 13:* The issuer shall either (i) attach the financial statements required by this Item 13 to its initial disclosure statement or (ii) post such financial statements through the OTC Disclosure and News Service as a separate report under the name of "Annual Report" for the applicable fiscal year end. **The issuer must state in its disclosure statement that such financial statements are incorporated by reference.** The issuer must also (x) provide a list in the disclosure statement describing the financial statements that are incorporated by reference, (y) clearly explain where the incorporated documents can be found, and (z) provide a clear cross-reference to the specific location where the information requested by this Item 13 can be found in the incorporated documents. **See Exhibit B attached hereto**

**Item 14 Beneficial Owners.**

Provide a list of the name, address and shareholdings of all persons beneficially owning more than five percent (5%) of any class of the issuer's equity securities.

Euro-American Finance Network, Inc.  
Alexandra Mundt-Chairwomen  
501 E 4<sup>th</sup> Street  
Marion, IN 46952  
Beneficially Owning 45.% Preferred "A" shares

Ljubica Stefanovic  
1212 S. Maine Street  
Wildwood, Florida 34785  
Beneficially Owning 35. % Preferred "A" shares

Slavoljub Stefanovic  
1212 S. Maine Street  
Wildwood, Florida 34785  
Beneficially Owning 20% Preferred "A" shares

To the extent not otherwise disclosed, if any of the above shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

**Item 15**      **The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:**

1. Investment Banker: None

2. Promoters: None

3. Consultant:

Euro-American Finance Network, Inc.  
Slavoljub Stefanovic  
6624 Woody Court  
Leesburg, Florida 34785-9404  
Telephone: (352)- 326-8381  
Facsimile: (765)-668-8897  
Mobil : (352)-504-1641  
Email: "slavostefanovic@yahoo.com"

4. Accountant or Auditor - the information shall clearly (i) describe if an outside accountant provides audit or review services, (ii) state the work done by the outside accountant and (iii) describe the responsibilities of the accountant and the responsibilities of management (i.e. who audits, prepares or reviews the issuer's financial statements, etc.). The information shall include the accountant's phone number and email address and a description of the accountant's licensing and qualifications to perform such duties on behalf of the issuer.

slavostefanovic@yahoo.com  
352-504-1641

5. Public Relations/ Consultant(s)

Marketing Director Mrs. Diana Greenwald  
Office – EFUEL EFN CORP. 6624 Woody Ct. Leesburg, FL 34785  
Phone - 551-404-6666  
Fax - 765-668-8897

6. Investor Relations Consultant

Slavoljub Stefanovic, Euro-American Finance Network, Inc.  
Office – 1212 S. Maine Street, Suit A . Florida, 34785 USA.  
Phone - 352-404-1641  
Fax - 765-668-8897  
Email - slavostefanovic@yahoo.com

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement - the information shall include the telephone number and email address of each advisor.

None

**Item 16 Management's Discussion and Analysis or Plan of Operation.**

*Instructions to Item 16*

Issuers that have not had revenues from operations in each of the last two fiscal years, or the last fiscal year and any interim period in the current fiscal year for which financial statements are furnished in the disclosure statement, shall provide the information in paragraphs A and C of this item. All other issuers shall provide the information in paragraphs B and C of this item.

The discussion and analysis shall focus specifically on material events and uncertainties known to management that would cause reported financial information not to be necessarily indicative of future operating results or of future financial condition.

Issuers are not required to supply forward-looking information. This is distinguished from presently known data that will impact upon future operating results, such as known future increases in costs of labor or materials. This latter data may be required to be disclosed.

A. Plan of Operation.

1. Describe the issuer's plan of operation for the next twelve months. This description should include such matters as:

eFUEL EFN, Corp. has an operational plan that includes and incorporates

the following.

i. A discussion of how long the issuer can satisfy its cash requirements and whether it will have to raise additional funds in the next twelve months;

eFUEL plans to satisfy "its" cash needs through operational revenues. It is unclear if eFUEL will have to raise additional funds during the next twelve (12) months.

ii. A summary of any product research and development that the issuer will perform for the term of the plan;

eFUEL is currently operational and will continue to improve and develop its entire product line. Currently eFUEL is developing and upgrading its commercial and retail website in to more creative approach to the customers. eFUEL is working to purchase operational hotels associated with franchise and develop its own hospitality business, as well as adding additional retail business and real property assets.

iii. Any expected purchase or sale of plant and significant equipment; and  
Yes, we expected to purchase business with preferred stock.

iv. Any expected significant changes in the number of employees.  
Yes.

#### B. Management's Discussion and Analysis of Financial Condition and Results of Operations

1. *Full fiscal years.* Discuss the issuer's financial condition, changes in financial condition and results of operations for each of the last two fiscal years. This discussion should address the past and future financial condition and results of operation of the issuer, with particular emphasis on the prospects for the future. The discussion should also address those key variable and other qualitative and quantitative factors that are necessary to an understanding and evaluation of the issuer. If material, the issuer should disclose the following:

i. Any known trends, events or uncertainties that have or are reasonably likely to have a material impact on the issuer's short-term or long-term liquidity;  
Unknown

ii. Internal and external sources of liquidity;  
Revenues from operations, as well as an anticipated Ten Million (\$10,000,000) dollar line of credit from Euro-American Financial Network, Inc. Upon completion of Euro-American Financial Network, Inc. IPO and availability of funds.

iii. Any material commitments for capital expenditures and the expected sources of funds for such expenditures;  
Revenues from operations will be used for any capital expenditures.

iv. Any known trends, events or uncertainties that have had or that are reasonably expected to have a material impact on the net sales or revenues or income from continuing operations;

**Yes, revenues should increase.**

v. Any significant elements of income or loss that do not arise from the issuer's continuing operations;

**None**

vi. The causes for any material changes from period to period in one or more line items of the issuer's financial statements; and

**None**

vii. Any seasonal aspects that had a material effect on the financial condition or results of operation.

**None**

2. *Interim Periods.* Provide a comparable discussion that will enable the reader to assess material changes in financial condition and results of operations since the end of the last fiscal year and for the comparable interim period in the preceding year.

### C. Off-Balance Sheet Arrangements.

1

1. In a separately-captioned section, discuss the issuer's off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on the issuer's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors. The disclosure shall include the items specified in paragraphs C(1)(i), (ii), (iii) and (iv) of this Item 16 to the extent necessary to an understanding of such arrangements and effect and shall also include such other information that the issuer believes is necessary for such an understanding.

i. The nature and business purpose to the issuer of such off-balance sheet arrangements;

**None**

ii. The importance to the issuer of such off-balance sheet arrangements in respect of its liquidity, capital resources, market risk support, credit risk support or other benefits;

**None**

iii. The amounts of revenues, expenses and cash flows of the issuer arising from such arrangements; the nature and amounts of any interests retained, securities issued and other indebtedness incurred by the issuer in connection with such arrangements; and the nature and amounts of any other obligations or liabilities (including contingent obligations or liabilities) of the issuer arising from such arrangements that are or are reasonably likely to become material and the triggering

events or circumstances that could cause them to arise;

**None**

iv. Any known event, demand, commitment, trend or uncertainty that will result in or is reasonably likely to result in the termination, or material reduction in availability to the issuer, of its off-balance sheet arrangements that provide material benefits to it, and the course of action that the issuer has taken or proposes to take in response to any such circumstances.

**The seller and buyer hereby agree that Land, Orange Shop, Cherokee Trading Post, (Euro - American Finance Network, Inc) has the right to redeem shares for Cherokee Trading Post business, in the event, Efuel EFN Corp. ceases to fully report, or in the event , the DTCC chill against the Company Efuel EFN Corp. is not lifted and shares remain untraceable.**

2. As used in paragraph C of this Item 16, the term off-balance sheet arrangement means any transaction, agreement or other contractual arrangement to which an entity unconsolidated with the issuer is a party, under which the issuer has:

i. Any obligation under a guarantee contract that has any of the characteristics identified in paragraph 3 of FASB Interpretation No. 45, Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others (November 2002) ("FIN 45"), as may be modified or supplemented, and that is not excluded from the initial recognition and measurement provisions of FIN 45 pursuant to paragraphs 6 or 7 of that Interpretation;

**None**

ii. A retained or contingent interest in assets transferred to an unconsolidated entity or similar arrangement that serves as credit, liquidity or market risk support to such entity for such assets;

**None**

iii. Any obligation, including a contingent obligation, under a contract that would be accounted for as a derivative instrument, except that it is both indexed to the issuer's own stock and classified in stockholders' equity in the issuer's statement of financial position, and therefore excluded from the scope of FASB Statement of Financial Accounting Standards No. 133, Accounting for Derivative Instruments and Hedging Activities (June 1998), pursuant to paragraph 11(a) of that Statement, as may be modified or supplemented; or

**None**

iv. Any obligation, including a contingent obligation, arising out of a variable interest (as referenced in FASB Interpretation No. 46, Consolidation of Variable Interest Entities (January 2003), as may be modified or supplemented) in an

Interest Entities (January 2003), as may be modified or supplemented) in an unconsolidated entity that is held by, and material to, the issuer, where such entity provides financing, liquidity, market risk or credit risk support to, or engages in leasing, hedging or research and development services with, the issuer.

**None**

*Instructions to paragraph C of Item 16*

i. No obligation to make disclosure under paragraph C of this Item 16 shall arise in respect of an off-balance sheet arrangement until a definitive agreement that is unconditionally binding or subject only to customary closing conditions exists or, if there is no such agreement, when settlement of the transaction occurs.

**None**

ii. Issuers should aggregate off-balance sheet arrangements in groups or categories that provide material information in an efficient and understandable manner and should avoid repetition and disclosure of immaterial information. Effects that are common or similar with respect to a number of off-balance sheet arrangements must be analyzed in the aggregate to the extent the aggregation increases understanding. Distinctions in arrangements and their effects must be discussed to the extent the information is material, but the discussion should avoid repetition and disclosure of immaterial information.

**None**

iii. For purposes of paragraph C of this Item 16 only, contingent liabilities arising out of litigation, arbitration or regulatory actions are not considered to be off-balance sheet arrangements.

**None**

iv. Generally, the disclosure required by paragraph C of this Item 16 shall cover the most recent fiscal year. However, the discussion should address changes from the previous year where such discussion is necessary to an understanding of the disclosure.

**None**

In satisfying the requirements of paragraph C of this Item 16, the discussion of off-balance sheet arrangements need not repeat information provided in the footnotes to the financial statements, provided that such discussion clearly cross-references to specific information in the relevant footnotes and integrates the substance of the 17 footnotes into such discussion in a manner designed to inform readers of the significance of the information that is not included within the body of such discussion.

## Part E Issuance History

**Item 17** List of securities offerings and shares issued for services in the past two years. **NONE**

List below any events, in chronological order, that resulted in changes in total shares outstanding by the issuer (1) within the two-year period ending on the last day of the issuer's most recent fiscal year and (2) since the last day of the issuer's most recent fiscal year.

The list shall include all offerings of securities, whether private or public, and shall indicate:

- (i) The nature of each offering (e.g., Securities Act Rule 504, intrastate, etc.);
- (ii) Any jurisdictions where the offering was registered or qualified;
- (iii) The number of shares offered;
- (iv) The number of shares sold;
- (v) The price at which the shares were offered, and the amount actually paid to the issuer;
- (vi) The trading status of the shares; and
- (vii) Whether the certificates or other documents that evidence the shares contain a legend (1) stating that the shares have not been registered under the Securities Act and (2) setting forth or referring to the restrictions on transferability and sale of the shares under the Securities Act.

The list shall also include all shares or any other securities or options to acquire such securities issued for services in the past two fiscal years and any interim periods, describing (1) the securities, (2) the persons or entities to whom such securities were issued and (3) the services provided by such persons or entities.

With respect to private offerings of securities, the list shall also indicate the identity of the persons who purchased securities in such private offering; *provided, however*, that in the event that any such person is an entity, the list shall also indicate (a) the identity of each natural person beneficially owning, directly or indirectly, more than five percent (5%) of any class of equity securities of such entity and (b) to the extent not otherwise disclosed, the identity of each natural person who controlled or directed, directly or indirectly, the purchase of such securities for such entity.

## Part F Exhibits

The following exhibits must be either described in or attached to the disclosure statement:

### **Item 18 Material Contracts.**

A. Every material contract, not made in the ordinary course of business, that will be performed after the disclosure statement is posted through the OTC Disclosure and News Service or was entered into not more than two years before

such posting. Also include the following contracts:

1) Any contract to which directors, officers, promoters, voting trustees, security holders named in the disclosure statement, or the Designated Advisor for Disclosure are parties other than contracts involving only the purchase or sale of current assets having a determinable market price, at such market price;

None

2) Any contract upon which the issuer's business is substantially dependent, including but not limited to contracts with principal customers, principal suppliers, and franchise agreements;

None

3) Any contract for the purchase or sale of any property, plant or equipment for consideration exceeding 15 percent of such assets of the issuer, or

None

4) Any material lease under which a part of the property described in the disclosure statement is held by the issuer.

None

B. Any management contract or any compensatory plan, contract or arrangement, including but not limited to plans relating to options, warrants or rights, pension, retirement or deferred compensation or bonus, incentive or profit sharing (or if not set forth in any formal document, a written description thereof) in which any director or any executive officer of the issuer participates shall be deemed material and shall be included; and any other management contract or any other compensatory plan, contract, or arrangement in which any other executive officer of the issuer participates shall be filed unless immaterial in amount or significance.

**See Employment Agreement attached hereto as Exhibit A**

C. The following management contracts or compensatory plans need not be included:

1) Ordinary purchase and sales agency agreements;

None

2) Agreements with managers of stores in a chain organization or similar organization;

None

3) Contracts providing for labor or salesmen's bonuses or payments to a class of security holders, as such; and

None

4) Any compensatory plan that is available to employees, officers or directors generally and provides for the same method of allocation of benefits between management and non-management participants

None

**Item 19      Articles of Incorporation , Articles of Amendments to the Bylaws.**

A. A complete copy of the issuer's articles of incorporation or in the event that

the issuer is not a corporation, the issuer's certificate of organization. Whenever amendments to the articles of incorporation or certificate of organization are filed, a complete copy of the articles of incorporation or certificate of organization as amended shall be filed. **Attached hereto as Exhibit C**

B. A complete copy of the issuer's bylaws. Whenever amendments to the bylaws are filed, a complete copy of the bylaws as amended shall be filed **Attached hereto as Exhibit D**

C. Please include the printed name of the signatory in the issuer's certification.

**Ljubica Stefanovic – President Matthew Mundt - Vice President**

**Item 20 Purchases of Equity Securities by the Issuer and Affiliated Purchasers.**

A. In the following tabular format, provide the information specified in paragraph (B) of this Item 20 with respect to any purchase made by or on behalf of the issuer or any "Affiliated Purchaser" (as defined in paragraph (C) of this Item 20) of shares or other units of any class of the issuer's equity securities.

<b>Period</b>	<b>Column (a) Total Number of Shares (or Units) Purchased</b>	<b>Column (b) Average Price Paid per Share (or Unit)</b>	<b>Column (c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Column (d) Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans</b>
<b>Month #1</b> (identify beginning and ending dates)	<b>None</b>			
<b>Month #2</b> (identify beginning and ending dates)	<b>None</b>			
<b>Month #3</b> (identify beginning and ending dates)	<b>None</b>			
<b>Total</b>	<b>N/A</b>			

B. The table shall include the following information for each class or series of securities for each month included in the period covered by the report:

1. The total number of shares (or units) purchased (Column (a)). Include in this column all issuer repurchases, including those made pursuant to publicly announced plans or programs and those not made pursuant to publicly announced plans or programs. Briefly disclose, by footnote to the table, the number of shares purchased other than through a publicly announced plan or program and the nature of the transaction (e.g., whether the purchases were made in open-market transactions, tender offers, in satisfaction of the company's obligations upon exercise of outstanding put options issued by the company, or other transactions).

N/A

2. The average price paid per share (or unit) (Column (b)).

N/A

3. The total number of shares (or units) purchased as part of publicly announced repurchase plans or programs (Column (c)).

N/A

4. The maximum number (or approximate dollar value) of shares (or units) that may yet be purchased under the plans or programs (Column (d)).

N/A

*Instructions to paragraphs (B)(3) and (B)(4) of this Item 20:*

a. In the table, disclose this information in the aggregate for all plans or programs publicly announced.

N/A

b. By footnote to the table, indicate:

i. The date each plan or program was announced;

N/A

ii. The dollar amount (or share or unit amount) approved;

N/A

iii. The expiration date (if any) of each plan or program;

N/A

iv. Each plan or program that has expired during the period covered by the table; and

N/A

v. Each plan or program the issuer has determined to terminate prior to expiration, or under which the issuer does not intend to make further purchases.

N/A

C. For purposes of this Item 20, "Affiliated Purchaser" means:

1. A person acting, directly or indirectly, in concert with the issuer for the purpose of acquiring the issuer's securities; or

None

2. An affiliate who, directly or indirectly, controls the issuer's purchases of such

securities, whose purchases are controlled by the issuer, or whose purchases are under common control with those of the issuer, *provided, however*, that "Affiliated Purchaser" shall not include a broker, dealer, or other person solely by reason of such broker, dealer, or other person effecting purchases on behalf of the issuer or for its account, and shall not include an officer or director of the issuer solely by reason of that officer or director's participation in the decision to authorize purchases by or on behalf of the issuer.

None

**Item 21 Issuer's Certifications.**

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles, but having the same responsibilities) The certifications shall follow the format below.

Attached hereto as Exhibit E

I [identify the certifying individual], certify that:

1. I have reviewed this [specify either annual or quarterly disclosure statement] of [identify issuer];

2. Based on my knowledge, this disclosure statement 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 disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: January 10, 2014

Ljubica Stefanovic  
[Signature]

Ljubica Stefanovic  
[Print]

President  
[Title]

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 10 day of January (Year) 2014 by Ljubica Stefanovic  
(Name of Person Acknowledging)

Cathy H. Watson  
(Official Notary Signature)  
Cathy H. Watson  
(Name of Notary Typed, Printed or Stamped)  
Personally known ?  
or Produced Identification: ?  
Identification Produced X  
FL.N.L. 201520505260



***EXHIBIT A***

## EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2008, (the "Effective Date"), by and between \_\_\_\_\_, a Florida corporation ("Company"), and \_\_\_\_\_ ("Employee").

The parties agree as follows:

1. Employment. Company hereby employs Employee for the limited term set forth below, and Employee hereby accepts such employment, upon the terms and conditions set forth herein.

2. Duties.

2.1 Position. Employee is employed in the position of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, and shall have the duties and responsibilities assigned by the Board of Directors of \_\_\_\_\_ (the "Board of Directors") both upon initial hire and as may be reasonably assigned from time to time. Employee shall perform faithfully and diligently all duties assigned to Employee. Employee acknowledges that Company, under the direction of the Board of Directors, has the right to modify Employee's position and duties at any time in its sole and absolute discretion. Employee shall report to and be supervised by the Board of Directors.

2.2 Full-time. Employee will expend Employee's best efforts on behalf of Company, and will abide by all policies and decisions made by Company and the Board of Directors, as well as all applicable federal, state and local laws, regulations or ordinances. Employee will act in the best interest of Company at all times. Employee shall devote employee's full business time and efforts to the performance of Employee's assigned duties for Company, unless Employee notifies the Board of Directors in advance of Employee's intent to engage in other paid work and describes in sufficient detail the nature of such work, and the Board of Directors grants Employee express written consent to do such work.

2.3 Work Location. Employee's principal place of work shall be located at the principal offices of Company or such other location as the Board of Directors may authorize from time to time.

3. Term.

3.1 Initial Term. The employment relationship pursuant to the Agreement shall be for an initial term commencing on the Effective Date set forth above and continuing for a period of \_\_\_\_ (\_\_\_\_) year(s) following such date ("Initial Term"), unless sooner terminated in accordance with section 7 below. Employee agrees and acknowledges that the Initial Term of the Agreement is a material term to Company, and waives any rights not expressly provided for in this Agreement should Company exercise its right not to renew this Agreement in accordance with subsection 3.2 at the conclusion of the Initial Term.

3.2 Renewal. On completion of the Initial Term specified in subsection 3.1 above, this Agreement will automatically renew for subsequent one (1) year terms unless either party provides at least thirty (30) days advance written notice to the other that it does not wish to renew the Agreement for a subsequent one (1) year period. In the event either party gives notice of non-renewal pursuant to this subsection 3.2, this Agreement will expire at the end of that term.

4. Compensation.

4.1 Base Salary. As compensation for Employee's performance of Employee's duties hereunder, Company shall pay Employee a Base Salary of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars per month, payable in accordance with the normal payroll practices of Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions.

4.2 Annual Bonus. Employee will be granted an annual bonus equal to 50% of Base Salary, so long as individual and Company objectives, as established by the Board of Directors in its sole discretion, are achieved, such bonus to be paid in cash or shares of common stock of \_\_\_\_\_ at the date of grant market price, in the sole discretion of \_\_\_\_\_.

4.3 Other Incentive Compensation. From time to time, in the sole and absolute discretion of the Board of Directors, Employee may receive other incentive bonuses based on the achievement of written goals established by the Board of Directors and communicated to Employee, paid in cash, stock options, or common stock of ("Company").

4.4 Automobile Allowance. Employee will receive a monthly allowance of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars per month for automobile expenses, payable without deduction with the normal payroll practices of Company.

4.5 Moving Allowance. Employee will receive a one-time moving allowance up to \_\_\_\_\_ (\$ \_\_\_\_\_) dollars.

4.6 Performance and Salary Review. Employee's supervisor, or in the absence of a supervisor, the Board of Directors, will periodically review Employee's performance on no less than an annual basis and will make adjustments to salary or other compensation in their sole discretion.

5. Customary Employee Benefits. Employee will be eligible for all customary and usual fringe benefits generally available to other full-time employees of Company. Company reserves their right to change or eliminate the fringe benefits on a prospective basis, at anytime, effective upon notice to Employee. Company will also provide Employee with the right to participate in Company's 401 (k) program.

5.1 Long-term Care Health Insurance. Employee will also be the beneficiary of a long-term care health insurance policy to be provided by Company.

6. Business Expenses. Employee acknowledges that he owes Company a fiduciary obligation to minimize, to the extent practicable, expenses incurred in the course and scope of performing his duties for Company. Employee will be reimbursed for all reasonable, out-of-pocket business expenses incurred in the performance of Employee's duties on behalf of Company. To obtain reimbursement, expenses must be submitted promptly with appropriate supporting documentation in accordance with Company's policies.

7. Termination of Employee's Employment.

7.1 Termination for Cause by Company. The Board of Directors may terminate Employee's employment immediately at anytime for Cause. In the event Employee's employment is terminated in

accordance with this subsection 7.1, Employee shall be entitled to receive only the Base Salary then in effect, prorated to the date of termination. All other Company obligations to Employee pursuant to this Agreement will become automatically terminated and completely extinguished. If Employee is terminated for Cause pursuant to this provision, the Company may ask him to leave the Company's offices immediately.

For purposes of the Agreement, "Cause" is defined as:

- (a) Employee's breach of fiduciary duty to the Company or its Board of Directors;
- (b) Acts or omissions constituting negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations or otherwise relating to the business of Company;
- (c) Employee's material breach of this Agreement;
- (d) Employee's conviction or entry of a plea of nolo contendere for fraud, misappropriation or embezzlement, or any felony or crime of moral turpitude;
- (e) Employee's willful neglect of duties as determined in the sole and exclusive discretion of the Board of Directors;
- (f) Employee's failure to perform the essential functions of Employee's position, with or without reasonable accommodation, due to a mental or physical disability; or
- (g) Employee's death.

**7.2 Termination Without Cause by Company.** Company may terminate Employee's employment under this Agreement without Cause at anytime by giving at least thirty (30) days advance written notice to Employee. In the event of a termination pursuant to this subsection 7.2, all other Company obligations to Employee will be automatically terminated and completely extinguished and Employee will be entitled to receive a payment equal to two (2) months of the Base Salary in effect at the date of termination ("**Severance Payment**"), provided that Employee:

- (a) Complies with all surviving provision of this Agreement as specified in subsection 15.8 below;
- (b) Executes a full general release, releasing all claims, known or unknown, that Employee may have against Company arising out of or in any way related to Employee's employment or termination of employment with Company; and
- (c) Agrees to act as a consultant for Company, without further compensation, for thirty (30) days following the termination of the employment relationship, if requested to do so by Company. The Company may also direct Employee to cease all work on behalf of Company immediately if it decides to terminate his employment under this provision as long as it provides Employee with the described benefits.

Employee will be deemed to have resigned for "Good Reason" in the event of Company's material breach of this Agreement.

**7.4 Employee Resignation Without Good Reason.** Employee may voluntarily resign Employee's position with Company without Good Reason, by giving at least thirty (30) days advance written notice. In the event of Employee's resignation without Good Reason, Employee will be entitled to receive only the Base Salary for the thirty (30) day notice period and no other amount. All other Company obligations to Employee pursuant to this Agreement will become automatically terminated and completely extinguished.

**7.5 Termination of Employment Upon Nonrenewal.** In the event either party decides not to renew this Agreement after completion of the Initial Term in accordance with subsection 3.2 above, this Agreement will

expire, Employee's employment with Company will terminate and Employee will only be entitled to Employee's Base Salary paid through the last day of the current term.

8. No Conflict of Interest. During the term of Employee's employment with Company and during any period Employee is receiving payments from Company pursuant to this Agreement, Employee must not engage in any work, paid or unpaid, that creates an actual conflict of interest with Company.

9. Covenant Not to Compete. Employee agrees not to, directly or indirectly compete with Company in any way, or acting as an officer, director, employee, consultant, stockholder, volunteer, lender, or agent of any business enterprise of the same nature as, or which is in direct competition with, the business in which company is now engaged or in which Company becomes engaged, as many be determined by the Board of Directors in its sole discretion, during the term of Employee's employment with Company and for two (2) years after the termination of employment with Company. If the Board of Directors may ask Employee to choose to discontinue the other work or resign employment with Company. If the Board of Directors believes such competition exists during any period in which Employee is receiving payments pursuant to this Agreement, the Board of Directors may ask Employee to choose to discontinue the other work and forfeit any Severance Payment.

10. Nonsolicitation. Employee understands and agrees that Company's employees and customers and any information regarding Company's employees and/or customers is confidential and constitutes its trade secrets under Florida law. Employee agrees to use his best efforts to protect against the intentional or inadvertent disclosure of such trade secrets to Company's competitors, customers or vendors, or to the general public.

10.1 Nonsolicitation of Customers or Prospects. Employee agrees that all customers of Company shall remain customers of Company during the term and after the termination of this Agreement, and that during the term of this Agreement and for a period of two (2) years after the termination of this Agreement, Employee will not, either directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage Company's relationship with any of its customers or customer prospects by soliciting or encouraging others to solicit any of them for the purpose of diverting or taking away business from Company.

10.2 Nonsolicitation of Company's Employees. Employee agrees that during the term and after the termination of this Agreement, Employee will not, either directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage Company's business by soliciting, encouraging or recruiting any of Company's employees or causing others to solicit or encourage any of Company's employees to discontinue their employment with Company.

11. Assignment of Intellectual Property. Employee hereby transfers and assigns to Company all trade secrets, inventions, trademarks, service marks, logos, corporate names, domain names, ideas, processes, customer lists, business plans, copy rights, other works of authorship, know-how, improvements, discoveries, developments, refinements, designs and techniques (collectively referred to as "**Intellectual Property**"), which Employee made, conceived, developed or reduced to practice or caused to be made, conceived, developed or reduced to practice prior to the Effective Date or which Employee makes, conceives, develops or reduces to practice or causes to be made, conceived, developed or reduced to practice while employed by Company, that Employee considers to be personal property of the property of third parties, and which is directly related to the business to be conducted by Company.

11.1 Further Documentation. Employee agrees that, without charge to Company, Employee will promptly execute and deliver further documents and perform all lawful acts necessary to transfer all rights, title and interest in the Intellectual Property to Company. The obligation to provide documents and perform lawful acts will not expire with the termination of this Agreement.

12. Confidentiality. Company possess and will continue to possess information which has been created, discovered, developed or otherwise come into the possession of Company, which information has commercial value to Company, including but not limited to the Intellectual Property, information that Company is obligated to keep confidential, and information Employee has reason or should reasonable know Company would like to treat as confidential for any purpose ("**Confidential Information**"). Unless previously authorized in writing by the Board of Directors, Employee will not, at anytime, disclose to others, use, or allow anyone else to use any Confidential Information except as may be necessary in the performance of Employee's duties, unless and only to the extent that (i) such Confidential Information has become ascertainable or obtained from public or published sources; or (ii) Employee is required by law to disclose such Confidential Information, in which case, Employee will give timely notice, if possible, of the request for disclosure so that Company may seek a protective order as to the Confidential Information.

12.1 Return of Documentation. Upon termination of employment, Employee shall return all property and records, of any type, of Company held anywhere in Employee's possession.

13. Injunctive Relief. Employee acknowledges that Employee's breach of the covenants contained in sections 8, 9, 10, 11, and 12 (collectively "**Covenants**") would cause irreparable injury to Company and agrees that in the event of any such breach, Company shall be entitled to seek temporary, preliminary and permanent injunctive relief without the necessity of proving actual damages or posting any bond or other security.

14. Agreement to Arbitrate. To the fullest extent permitted by law, Employee and Company agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the employment relationship between Company and Employee and any disputes upon termination of employment, including but not limited to breach of contract, tort, discrimination, harassment, wrongful termination, demotion, discipline, failure to accommodate, family and medical leave, compensation or benefits claims, constitutional claims; and any claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. Claims for workers' compensation, unemployment insurance benefits, and Company's right to obtain injunctive or equitable relief pursuant to the Covenants above are excluded. For the purpose of this Agreement to arbitrate, references to "Company" include all parent, subsidiary or related entities and their employees, supervisors, officers, directors, agents, pension or benefit plans, pension or benefit plan sponsors, fiduciaries, administrators, affiliates and all successors and assigns of any of them, and this Agreement shall apply to them to the extent Employee's claims arise out of or relate to their actions on behalf of Company.

14.1 Consideration. The mutual promise by Company and Employee to arbitrate any and all disputes between them (except for those referenced above) rather than litigate them before the courts or other bodies, provides the consideration for the Agreement to arbitrate.

14.2 Initiation of Arbitration. Either party may exercise the right to arbitrate by providing the other party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other party of the substance of such claims. In no event shall the request for arbitration be made after the date

when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

14.3 Arbitration Procedure. The arbitration will be conducted in Tampa, Florida by a panel of three (3) arbitrators and in accordance with the then current rules for resolution of employment disputes of the American Arbitration Association (AAA) (available on-line at www.adr.org). Each party shall choose an arbitrator and the two arbitrators shall select a third arbitrator. The parties are entitled to representation by an attorney or other representative of their choosing. The arbitrators shall have the power to enter any award that could be entered by a judge of the trial court of the State of Florida, and only such power, and shall follow the law. The parties agree to abide by and perform any award rendered by the arbitrators. The arbitrators shall issue the award in writing and therein state the essential findings and conclusions on which the award is based. Judgment on the award may be entered in any court having jurisdiction thereof.

14.4 Costs of Arbitration. The parties shall share equally the costs of the arbitration filing and hearing fees and the cost of the arbitration.

## 15. General Provisions.

15.1 Successors and Assigns. The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Company. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.

15.2 Waiver. Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

15.3 Attorney's Fees. Each side will bear its own attorney's fees in any dispute unless a statutory section at issue, if any, authorizes the award of attorney's fees to the prevailing party.

15.4 Severability. In the event any provision of this Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

15.5 Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been jointly drafted by legal counsel representing Employee and the Company.

15.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Each party consents to the jurisdiction and venue of the state or federal courts in Tampa, Florida, if applicable, in any action, suit, or proceeding arising out of or relating to this Agreement.

15.7 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by telecopy or facsimile.

transmission upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below, or such other address as either party may specify in writing.

15.8 Survival. Sections 8 ("No Conflict of Interest"), 9 ("Covenant Not to Compete"), 10 ("Nonsolicitation"), 11 ("Assignment of Intellectual Property"), 12 ("Confidentiality"), 13 ("Injunctive Relief"), 14 ("Agreement to Arbitrate"), 15 ("General Provisions") and 17 ("Entire Agreement") of this Agreement shall survive Employee's employment by Company indefinitely.

16. Employee to Seek Advice. Employee acknowledges that he has been advised and encourage by Company to seek independent advice by counsel before executing this Agreement.

17. Entire Agreement. This Agreement, and any documents incorporated by reference in this Agreement, constitutes the entire Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This Agreement may be amended or modified only with the written consent of Employee and the Board of Directors, including without limitation any changes that may be necessary to comply with the provisions of Section 409A of the Internal Revenue Code, to the extent applicable. This Agreement may be amended or modified only with the written consent of Employee and the Board of Directors of Company. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

**EMPLOYEE**

Dated: \_\_\_\_\_  
\_\_\_\_\_

Print Name

\_\_\_\_\_  
Signature

**COMPANY**

Dated: \_\_\_\_\_  
\_\_\_\_\_

Print Name

\_\_\_\_\_  
Signature

EFUEL EFN CORPORATION  
(352)748-1523

CITY OF WILDWOOD  
**BUSINESS REGISTRATION**

No: 54

100 N Main Street, Wildwood, FL 34785

Permit Year October 1, 2013 to September 30, 2014

Address: 1212 SOUTH MAIN STREET  
WILDWOOD FL 34785  
Activity: GASOLINE FILLING STATION

Issued to: CHEROKEE TRADING POST  
EFUEL EFN CORPORATION  
1212 SOUTH MAIN STREET  
WILDWOOD FL 34785

POST IN CONSPICUOUS LOCATION, IN VIEW OF CUSTOMERS

*Joseph Jacob*  
AUTHORIZED SIGNATURE

EFUEL EFN CORPORATION  
(352)748-1523

CITY OF WILDWOOD  
**BUSINESS REGISTRATION**

No: 55

100 N Main Street, Wildwood, FL 34785

Permit Year October 1, 2013 to September 30, 2014

Address: 1212 SOUTH MAIN STREET  
WILDWOOD FL 34785  
Activity: MERCHANTS-STORES, DRUGGIST ETC

Issued to: CHEROKEE TRADING POST  
EFUEL EFN CORPORATION  
1212 SOUTH MAIN STREET  
WILDWOOD FL 34785

POST IN CONSPICUOUS LOCATION, IN VIEW OF CUSTOMERS

*Joseph Jacob*  
AUTHORIZED SIGNATURE

EFUEL EFN CORPORATION  
(352)748-1523

CITY OF WILDWOOD  
**BUSINESS REGISTRATION**

No: 1158

100 N Main Street, Wildwood, FL 34785

Permit Year October 1, 2013 to September 30, 2014

Address: 1212 S MAIN STREET STE-C  
WILDWOOD FL 34785  
Activity: MERCHA MERCHANTS

Issued to: ORANGE SHOP, THE  
EFUEL EFN CORPORATION  
1212 S MAIN STREET STE-C  
WILDWOOD FL 34785

POST IN CONSPICUOUS LOCATION, IN VIEW OF CUSTOMERS

*Joseph Jacob*  
AUTHORIZED SIGNATURE



***EXHIBIT B***

**EFUEL EFN, CORPORATION**  
1212 S. Main Street  
Wildwood, Florida 34785-9404  
Consolidated Balance sheet for period ending December 31, 2013

eFUEL EFN, CORPORATION reported and filed unaudited financial results for the ending period of 2013.

In our opinion, such consolidated financial statements display fair in all material aspects of our financial position of eFUEL EFN, CORPORATION as of December 31 2013, and the results of operations for the period ended December 31, 2013.

*Cash*

Total Operative cash consists of funds in accounts deposited in our banking institution available for operation in amount of \$11,292.68

*Assets*

Properties with commercial assets which include land, buildings, estimated with official documentation. Properties have values in accordance with an accepted standard SET FORTH by a certify real estate consultant in amount of \$7,200,000.00. The stated assets, which represent solid values which are contributing to our success include, equipments, machinery, electronics, and furniture in amount of \$250,000.00 which are located on premises. Additional asses include our citrus, and produce business totaling \$350,000.00

*Long Term Investment*

Long term investment eFUEL EFN, CORPORATION determines the appropriate classifications of investments in securities with fixed maturities which are classified as held-to-maturity \$136,000.00

*Inventory*

Inventories are stated at the lower of cost or market. Cost with respect to manufactured goods includes raw materials, direct and indirect labor, and relating to the general recurring cost of running business \$2,746,843.45

*Treasury assets*

Treasury assets of eFUEL EFN, CORPORATION consists of unsold securities holdings on account with the Transfer Agents valued at \$1,000,000.00.

*Goodwill*

Goodwill represents nontangible value of doing business over, and above tangible assets in the amount of \$268,000.00

Total assets for eFUEL EFN, CORPORATION consists of \$11,962,136.13.

*Liability*

Liability is estimated direct result of reporting the amount of assets, and liability for the date of our financial statement, and the reported amount during this period. The company's obligation and responsibility to pay debt in amount of \$153,300.00

Total Stockholders' equity is \$11,962,136.13 with stockholders liability of \$153,300.00 which is equal to \$12,115,436.13.

TOTAL STOCKHOLDERS EQUITY AND LIABILITY IS \$12,115,436.13.

STRUCUTE OF SHARES

Preferred "A" shares	1,000,000,000
Preferred "B" shares	35,000,000
Common Shares	2,500,000,000

Authorized common shares are in the amount of 2,500,000,000. Floating, and or free trading shares are 1,175,254,801. Restricted or outstanding shares are 324,727,308. eFUEL EFN, CORPORATION holds in treasury with Transfer Agent 1,000,017,891 common shares.

eFUEL EFN, CORPORATION  
 1212 S. Main Street Suite B  
 Wildwood, FL 34785  
**CONSOLIDATED BALANCE SHEETS**  
 ( U.S. Dollars except per share amounts)  
 December 31, 2013

<b>Cash</b> .....	<u>11,292.68</u>
<b>Total Operative Cash</b>	11,292.68
 <b>Assets</b>	
Property: Land, Building .....	7,200,000.00
Long Term Investment .....	136,000.00
Inventory .....	2,746,843.45
Citrus and Produce Business .....	350,000.00
Equipment, Machinery, Electronic And Furniture .....	250,000.00
Efuel Treasury Asset .....	1,000,000.00
Goodwill .....	<u>268,000.00</u>
<b>Total Assets</b>	11,962,136.13
 <b>LIABILITY:</b>	
Administrative Liability .....	5,600.00
Advertising .....	6,700.00
Tax .....	101,000.00
Transfer agent .....	2,950.00
Payment to employees .....	<u>37,050.00</u>
<b>TOTAL LIBILTY</b>	153,300.00
<b>TOTAL STOCKHOLDERS EQUITY</b> .....	<u>11,962,136.13</u>
<b>TOTAL STOCKHOLDERS EQUITY AND LIBILTY</b> .....	<u>\$12,115,436.13</u>
 <b>AUTHORIZED SHARES</b>	
Preferred "A" Shares .....	1,000,000,000
Preferred "B" Shares .....	35,000,000
Common Shares .....	2,500,000,000

Number of common authorized shares 2,500,000,000. Float or free trading shares 1,175,254,801. Restricted outstanding shares 324,727,308. The 1,000,017,891 are in treasury account at Transfer Agent.

eFUEL EFN, CORPORATION  
1212 S. Main Street Suite B

Wildwood, FL 34785  
2013

Annual Income Statement

REVENUE	404,210.83
Cost of Goods Sold	171,453.24
Net Revenue	<u>229,747.59</u>
OPERATIVE EXPENSES	
Salary	14,400.00
Advertising and Press Release	1,335.00
Attorney and Consulting fees	3,875.00
Transfer Agent	600.00
Rent	6,000.00
Banking Expenses	1,480.00
Telephone, Fax and Internet	3,803.24
Maintenance	18,608.00
Administrative Expenses	3,785.00
Real Estate Taxes	24,678.00
Tax	4,210.25
Utilities	6,935.50
Total Expenses	<u>89,719.99</u>
Net Revenue	229,747.59
Less Operative Expenses	89,719.99
Net Income	<u>140,027.60</u>

eFUEL EFN, CORPORATION  
1212 S. MAIN STREET SUITE B  
WILDWOOD, FL 34785

ANNUAL CASH FLOW STATEMENT  
FOR 2013  
JANUARY THROUGH DECEMBER

Cash on hand-bank at beginning of operation	\$	25,825.68
Net Loss		.00
Revenue from Beginning and Sales of Merchandise		401,366.56
Total Expenses for twelve months		211,173.23
Less Account Payable		153,300.00
Account Liabilities-Long Term Mortgage Note		.00
Cash used by Operative Activity		50,000.00
Cash on Hand and at the Bank Account		11,292.98

eFUEL EFN, CORPORATION  
1212 S. Main Street Suite B  
Wildwood, FL 34785

Income Statement  
4<sup>th</sup> Quarter 2013  
October, November and December

RAVENUE:	199,351.21
Cost of Goods Sold	56,350.00
Net Revenue	<u>143,001.21</u>
OPERATIVE EXPENSE	
Salary	3,600.00
Advertising and Press Release	650.80
Legal Consulting Fees	00
Transfer Agent	600.00
Rent	1,500.00
Banking Expenses	1,200.00
Telephone, Fax and Internet	1,050.80
Maintance	4,800.00
Administrative Expenses	675.35
Taxes	12,000.00
Utilities	1,800.58
Total Operative Expenses	<u>27,877.53</u>
Net Revenue	143,001.21
Less Operative Expenses	<u>27,877.53</u>
Net Income	<u>116,123.68</u>

eFUEL EFN, CORPORATION  
1212 S. Main Street  
Wildwood, FL 34785

INCOME STATEMENT  
3rd Quarter 2013  
July, August and September

Revenue	\$	85,665.48
Cost of goods		46,600.32
Net Revenue		<u>\$ 39,065.16</u>

OPERATIVE EXPENSES

Salary	3,600.00
Advertisement and Press Release	1,035.00
Attorney and Consulting	.00
Transfer Agent	600.00
Rent	1,500.00
Banking Expenses	480.00
Telephone, Fax and Internet	1,050.80
Maintenance	4,200.00
Administrative Expenses	850.50
Taxes	2,718.93
Utilities	1,743.89
Total Operative Expenses	<u>17,779.12</u>
Net Revenue	39,065.16
Less Expenses	17,779.12
Net Income Before Taxes	<u>21,286.04</u>

Presently Management and Members of the Board of Directors has not received any Compensation for their work.

EFUEL EFN, CORPORATION  
1212 S. MAIN STREET  
WILDWOOD, FL 34785

Income Statement  
2<sup>nd</sup> Quarter 2013  
April, May, June

Revenue	\$	63,585.46
Cost of Goods		<u>37,501.35</u>
Net Revenue		26,084.11

**Operative Expenses**

Salary		3,600.00
Advertisement		1,458.00
Attorney and Consulting		600.00
Rent		1,500.00
Bank Expenses		400.00
Telephone, Fax, Internet		850.89
Maintenance		5,608.00
Miscellaneous and Administrative		
Cost		1,060.00
Taxes		710.18
Utilities		<u>1,580.35</u>
<b>Total Expenses</b>		17,367.42

Net Revenue		26,084.11
Operative Expenses		<u>17,367.42</u>
<b>Total Net Income</b>		8,716.69

Presently, Management and Members of the Board of Directors have not received any Compensation for their work.

EFUEL EFN, CORPORATION  
1212 S. MAIN STREET  
WILDWOOD, FL 32785

Income Statement  
1<sup>st</sup> Quarter 2013  
January, February, March

Revenue	\$	52,608.68
Cost of Goods		<u>21,190.47</u>
Net Revenue		31,418.21
Operative Expenses		
Salary		3,600.00
Advertisement		1,200.00
Attorney and Consulting		2,675.00
Rent		1,500.00
Bank Expenses		400.00
Telephone, Fax, Internet		850.65
Maintenance and Repair		4,500.00
Miscellaneous and Administrative		
Costs		1,200.00
Utilities		1,800.68
Taxes		<u>1,780.14</u>
Total Expenses		19,506.47
Net Revenue		31,418.21
Operative Expenses		<u>19,506.47</u>
Total Net Income		11,911.74

Presently, Management and Members of the Board of Directors have not received any compensation for their work.

EFUEL EFN, CORPORATION  
1212 South Main Street  
Wildwood, Florida 34785

ANNUAL RAPORT  
2012  
BALANCE SHEET

Cash	\$ 25,825,68
Assets:	
Property	\$ 7,200,000,00
Long Term Investment	\$ 130,000.00
Cherokee Trading Post (business inventory)	\$ 2,822,096.23
Business Good Will	\$ 250,000.00
Total Assets	\$ 10,427,921.91
Liability:	
Administrative Liability	\$ 1,820.00
Clear Trust Transfer Agermt	\$ 2,250.00
Taxes	\$ 5,950.00
Attorney	\$ 750.00
Total Liability	\$ 10,770.00
Total Stockholders Equity	\$ 10,417,151.91
Total Stockholders Equity and Liability	\$ 10,427,921.91
Authorized Shares:	
Preferred "A" Shares	1,000,000,000
Preferred "B" Shares	35,000,000
Number of Common Shares	1,500,000,000
Number of Outstanding Shares	1,499,982,109
Restricted Shares Outstanding	324,727,308
Float or Free Trading Shares	1,175,254,801

EFUEL EFN, CORPORATION  
1212 South Main Street  
Wildwood, Florida 34785

ANNUAL RAPORT  
2012  
INCOME STATEMENT

Revenue	\$ 133,366.56
Cost of Goods	\$ 46,293.66
Gross Net Revenue	\$ 87,072.90
Operative expenses	
Advertisement and Press Release	\$ 4,486.80
Attorney and Consulting	\$ 32,300.00
Telephone, Fax and Internet	\$ 4,591.12
OTC Annual fee and filing	\$ 3,600.00
Transfer Agent	\$ 800.00
Rent and Mortgage	\$ 7,760.00
Banking Expenses	\$ 1,10.45
Taxes	\$ 20,400.00
Administrative Expenses	\$ 2,030.18
Other Expenses	\$ 6,780.88
Total Expenses	\$ 83,859.43
Gross Net Revenue	\$ 87,072.90
Operative Expenses	\$ 83,859.43
Net Income	\$ 3,213.47

EFUEL EFN, CORPORATION  
1212 South Main Street  
Wildwood , Florida 34785

STATEMENT OF CASH FLOWS  
2012  
January trough December

Cash on hand/bank at beginning of operation	\$ 34,347.07
Net Loss	.00
Revenue from beginning and sales of merchandise	\$ 133,366.56
Total Expenses for twelve months	\$ 130,153.09
Issuance of common shares for services	.00
Account Payables	\$ 10,770.00
Account Liabilities	\$ 10,770.00
Cash used by operating activity	\$ 8,521.61
Cash on hand at the end of 12 months	\$ 25,825.68

EFUEL EFN, CORPORATION  
1212 South Main Street  
Wildwood, Florida 34785

Income Statement  
4th Quarter  
October, November, December 2012

Revenue	\$76,325.07
Cost of Goods	\$ 24,947.22
Net Revenue	\$ 51,377.85
Operative expenses	
Advertisement	\$ 2,239.00
Attorney and Consulting	\$ 17,600.65
Telephone, Fax and Internet	\$ 2,520.35
Rent and Mortgage	\$ 3,000.00
Banking Expenses	\$ 865.00
Taxes	\$ 20,400.00
Administrative Expenses	\$ 415.00
Other Expenses	\$ 4,200.65
Total Expenses	\$ 51,340.65
Net Revenue	\$ 51,377.85
Total Operative Expenses	\$ 51,340.65
Net Income	\$ 37.20

**EFUEL EFL CORPORATION**  
1212 S. Main Street  
Wildwood, FL 34785

**Income Statement**  
**July , August, September 2012**

Revenue	\$19,216.42	
Cost of Goods	\$8,949.22	
Net Revenue		\$10,269.20
<b>Operative expenses</b>		
Advertisement	\$673.80	
Attorney and Consulting	\$2,800.00	
Telephone, Fax and Internet	\$450.77	
Mortagage	\$3,260.00	
Banking Expenses	\$180.45	
Administrative Expenses	\$293.18	
Other Expenses	\$1,160.03	
<b>Total Expenses</b>		<b>\$9,818.23</b>
Net Revenue	\$10,269.20	
Total Operative Expenses	\$9,818.23	
<b>Net Income</b>		<b>\$ 450.97</b>

**eFUEL EFN, CORPORATION**  
1212 S. Main Street  
Wildwood, Fl 34785

**Income Statement**  
**2<sup>nd</sup> Quarter 2012**  
**April, May, June**

Revenue	\$ 15,216.42
Cost of goods	\$ 5,693.90
Net Revenue	\$ 9,522.52

**Operative expenses**

Advertisement and Press Release	\$ 474.00
Attorney and Consulting	\$ 2,400.00
Telephone, Fax and Internet	\$ 885.00
Transfer Agent	\$ 500.00
Rent	\$ 1,500.00
Banking Expenses	\$ 65.00
Administrative Expenses	\$ 120.20
Other Expenses	\$ 1,420.20

**Total Expenses** \$ 7,364.40

Net Revenue	\$ 9,522.52
Operative Expenses	\$ 7,364.40

**Net Income** \$2,158.12

**EFUEL EFN, CORPORATION**  
**1212 S. Main Street**  
**Wildwood, FL 34785**

**Income Statement**  
**1<sup>st</sup> Quarter 2012**  
**January, February, March**

Revenue	22,608.65
Cost of goods	6 703.32
Net Revenue	15,905.33
<b>Operative expenses</b>	
Advertisement and Preass Release	1,600.00
Attorney and Consulting	8,500.00
Telephone, Fax, Internet	755.00
OTC Annual fee	3,600.00
Miscellanies and Administrative Expenses	1,200.00
<b>Total Expenses</b>	<b>15,655.60</b>
Net Revenue	15,908.33
Operative Expenses	15,655.60
<b>Net Income</b>	<b>252.73</b>

# EXHIBIT

C

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

## Detail by Entity Name

### Florida Profit Corporation

EFUEL EFN, CORP.

### Filing Information

Document Number	P97000082726
FE/ EIN Number	352422086
Date Filed	09/24/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/18/2013
Event Effective Date	NONE

### Principal Address

1212 S. MAIN ST.  
SUITE B  
WILDWOOD, FL 34785-9404

Changed: 04/09/2012

### Mailing Address

1212 S. MAIN ST.  
SUITE B  
WILDWOOD, FL 34785

Changed: 04/09/2012

### Registered Agent Name & Address

STEFANOVIC, LJUBICA  
1212 S. MAIN ST  
SUITE B  
WILDWOOD, FL 34785

Name Changed: 08/30/2012

Address Changed: 04/09/2012

### Officer/Director Detail

#### **Name & Address**

Title P

STEFANOVIC, LJUBICA  
1212 S. MAIN ST  
WILDWOOD, FL 36785

Title D

PUROHIT, AMUL DR  
1212 S. MAIN ST  
WILDWOOD, FL 34785

Title D

MUNDT, MATTHEW  
1212 S. MAIN ST  
WILDWOOD, FL 34785

Title D

BRBOVIC, ANTONIO  
1212 S. MAIN ST  
WILDWOOD, FL 34785

Title D

SHERMAN, LARRY  
1212 S. MAIN ST  
WILDWOOD, FL 34785

#### Annual Reports

Report Year	Filed Date
2011	06/14/2011
2012	04/09/2012
2013	04/01/2013

#### Document Images

[11/18/2013 – Amendment](#)

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<a href="#">05/19/2010 -- Amendment</a>	View image in PDF format
<a href="#">02/01/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/08/2009 -- Amendment</a>	View image in PDF format
<a href="#">04/22/2009 -- Amendment</a>	View image in PDF format
<a href="#">01/18/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/07/2008 -- Amendment</a>	View image in PDF format
<a href="#">10/29/2008 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">08/15/2008 -- Amendment</a>	View image in PDF format
<a href="#">01/28/2008 -- Amendment and Name Change</a>	View image in PDF format
<a href="#">01/02/2008 -- Amendment</a>	View image in PDF format
<a href="#">01/02/2008 -- Amendment</a>	View image in PDF format
<a href="#">06/25/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/13/2007 -- Amendment</a>	View image in PDF format
<a href="#">04/11/2007 -- Amendment</a>	View image in PDF format
<a href="#">09/22/2006 -- Amendment</a>	View image in PDF format
<a href="#">05/04/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/29/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/23/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/12/2003 -- Name Change</a>	View image in PDF format
<a href="#">04/28/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/08/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/12/2001 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">10/12/2001 -- Merger</a>	View image in PDF format
<a href="#">07/19/2000 -- Name Change</a>	View image in PDF format
<a href="#">03/23/1999 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/22/1998 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/24/1997 -- Domestic Profit Articles</a>	View image in PDF format

P97000082726

(Requester's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  MAIL  MAIL

(Business Entry Name)

(Document Number)

Original Case# (Continuation of Status)

Special Instructions to Filing Office

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18 NOV 18 PM 3:28

*Amid  
11/20/18*

Articles of Amendment  
to  
Articles of Incorporation  
of

**eFUEL EFN, CORPORATION**

(Name of Corporation as currently filed with the Florida Dept. of State)

**P9700082726**

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

**N/A**

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**  
*(Principal office address **MUST BE A STREET ADDRESS**)*

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

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13 NOV 18 PM 3:28

**C. Enter new mailing address, if applicable:**  
*(Mailing address **MAY BE A POST OFFICE BOX**)*

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

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent \_\_\_\_\_

\_\_\_\_\_  
*(Florida street address)*

New Registered Office Address: \_\_\_\_\_ Florida \_\_\_\_\_  
*(City) (Zip Code)*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation. Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

Change      PT      John Doe

Remove      V      Mike Jones

Add      SV      Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____

**E. If amending or adding additional Articles, enter change(s) here:**  
*(Attach additional sheets, if necessary). (Be specific)*

**ARTICLE V SHARES**

Issuing Common Shares from one billion five hundred million (1,500,000,000)

to two billion five hundred million (2,500,000,000) shares of common stock, \$0.001

per value. Shares will be used to purchase property, and to pay company's operative expenses.

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**  
*(If not applicable, indicate N/A)*

N/A

The date of each amendment(s) adoption: October 15, 2013, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
*(no more than 90 days after amendment file date)*

Adoption of Amendment(s) **(CHECK ONE)**

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statements must be separately provided for each voting group entitled to vote separately on the amendment(s):

The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_  
*(voting group)*

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated October 15, 2013

Signature: *Ljilica Stefanovic*

(By a director, president or other officer - if director or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Ljilica Stefanovic

(Typed or printed name of person signing)

President/CEO

(Title of person signing)

STATE OF FLORIDA  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 15th day of October, 2013, by Ljilica Stefanovic.

(Name of Person Acknowledged)

NOTARY  
SEAL

Cathy A. Watson

(Signature)  
Cathy A. Watson  
(Name of Notary Typed, Printed or Stamped)

Personally known:  
or Produced Ident. (Not for  
Notary Seal)

2155000000 ET, AL.  
exp: 2/10/2015



**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: eFUEL EFN, CORPORATON

DOCUMENT NUMBER: P97000082726

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Ljubica Stefanovic

Name of Contact Person

eFUEL EFN, CORPORATION

Firm/ Company

1212 S. Main Street

Address

Wildwood, Florida 34785

City/ State and Zip Code

efuelefn@yahoo.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ljubivca Stefanovic

Name of Contact Person

at ( 352 ) 504-1300

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy<br>is enclosed) |
|--|--|---|--|

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 21, 2011

LJUBICA STEFANOVIC  
1212 S. MAIN ST  
WILDWOOD, FL 34785-9404

Re: Document Number P97000082726

The Articles of Amendment to the Articles of Incorporation for EFUEL EFN, CORP., a Florida corporation, were filed on November 21, 2011.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton  
Regulatory Specialist II  
Division of Corporations

Letter Number: 311A00026341

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Articles of Amendment  
to  
Articles of Incorporation  
of

eFUEL EFN, CORP.

(Name of Corporation as currently filed with the Florida Dept. of State)

P97000082726

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**

(Principal office address **MUST BE A STREET ADDRESS**)

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

**C. Enter new mailing address, if applicable:**

(Mailing address **MAY BE A POST OFFICE BOX**)

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

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 NOV 21 PM 4:36

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

*Name of New Registered Agent:*

\_\_\_\_\_

*New Registered Office Address:*

(Florida street address)

\_\_\_\_\_

(City)

Florida

(Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent, I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

**If AMENDING the Officers and/or Directors, please list all officers/directors of the corporation as you now want the record to be. Please indicate the title(s), name and address for each officer/director. (Our database can index up to 6 officers/directors. If you have more than 6 officers/directors, please list them on an additional sheet.)**

<u>Title(s)</u>	<u>Name</u>	<u>Address</u>
1) _____	_____	_____ _____ _____
2) _____	_____	_____ _____ _____
3) _____	_____	_____ _____ _____
4) _____	_____	_____ _____ _____
5) _____	_____	_____ _____ _____
6) _____	_____	_____ _____ _____

**If REMOVING an officer and/or director, please list the title(s) and name of the officer/director to be removed:**

<u>Title(s)</u>	<u>Name</u>	<u>Title(s)</u>	<u>Name</u>
1) _____	_____	4) _____	_____
2) _____	_____	5) _____	_____
3) _____	_____	6) _____	_____

**E. If amending or adding additional Articles, enter change(s) here**

*(attach additional sheets, if necessary). (Be specific)*

**ARTICLE IV SHARES**

Issuing Preferred "A" shares from two hundred fifty million (250,000,000) to one billion (1,000,000,000) shares

or preferred "A" stock, \$0.01 per value. Shares will be used to purchase properties and for operative expenses.

W

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself;**

*(if not applicable, indicate N/A)*

N/A

The date of each amendment(s) adoption: 11/15/2011  
(date of adoption - required)  
Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval  
by \_\_\_\_\_"  
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 11/15/2011

Signature Ljubica Stefanovic

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

  
MICHAEL J. TOUSANT  
MY COMMISSION # 00314511  
EXPIRES: August 16, 2012  
Sealed This Budget Policy Service  
LAKE COUNTY FL  
Signature Notarized ONLY

Ljubica Stefanovic

(Typed or printed name of person signing)

CEO/President

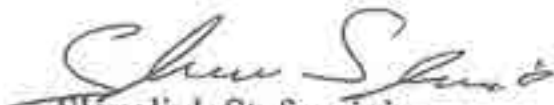
(Title of person signing)

EFUEL EFN. CORP  
1212 S. Main Street  
Wildwood, Fl 34785

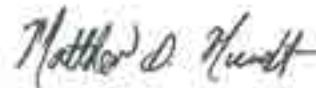
RESOLUTION: Preferred "A" shares

On November 9, 2011 majority share holders have resolve and approve to increase amount of shares of Preferred "A" stock to one billion (1,000,000,000) . Shares will be use to purchase properties and for operative expenses.

Majority share holder

  
Slavoljub Stefanovic  
Euro American Finance  
Network, Inc.

  
Ljubica Stefanovic  
President Efuel Efn, Corp.

  
MATTHEW D. MUNDT  
Vice President Efuel, Efn Corp.



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 14, 2011

JOSEPH CILLO  
EFUEL EFN, CORP.  
13902 N. DALE MABRY HWY., STE 225  
TAMPA, FL 33618

Re: Document Number P97000082726

The Articles of Amendment to the Articles of Incorporation for EFUEL EFN, CORP., a Florida corporation, were filed on June 13, 2011.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Cheryl Coulliette  
Regulatory Specialist II  
Division of Corporations

Letter Number: 511A00014533

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on November 21, 2011, to Articles of Incorporation for EFUEL EFN, CORP., a Florida corporation, as shown by the records of this office.

The document number of this corporation is P97000082726.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-first day of November, 2011



CR2EC22 (1-11)

  
Kurt S. Browning  
Secretary of State

# ***EXHIBIT D***

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
eFUEL EFN, CORPORATION**

Pursuit to Section 607.1007 of the Business Corporation Act of the State of Florida, the undersigned being the Directors of eFUEL EFN, CORP. (hereinafter the "Corporation"), a Florida corporation, and desiring to amend and restate its Articles of Incorporation, do hereby certify:

**FIRST:** The Articles of Incorporation of the Corporation were originally filed with the Secretary of State of Florida on September 24, 1997 Document No. P97000082726.

**SECOND:** These Amended and Restated Article of Incorporation, which supersede the original Articles of Incorporation and all amendments to them, were adopted by all of the Directors of the Corporation and its shareholders on October 15, 2013. Pursuant to the Corporation's Articles of Incorporation as amended, the Corporation's Series A and B Preferred Shares voted with the Common Stock holders to effect the foregoing, the text of the Articles of Incorporation is hereby restated and amended as herein set forth in full:

**ARTICLE I. NAME**

The name of the Corporation is eFUEL EFN, CORPORATION.

**ARTICLE II. DURATION**

The term of existence of the Corporation is perpetual.

**ARTICLE III. PURPOSE**

The Corporation may transact any and all lawful business for which corporations may be organized under the Florida Business Corporation Act.

**ARTICLE IV. PRINCEPAL OFFICE AND MAILING ADDRESS**

The principal office and mailing address of the Corporation is 1212 S. Main Street, Suite B, Wildwood, FL 34785-9404.

**ARTICLE V. CAPITAL STOCK**

The maximum number of shares that the Corporation shall be authorized to issue and have outstanding at any one time shall be Two Billion five hundred million (2,500, 000,000) shares of Common Stock, \$0.001 par values; One Billion (1,000,000,000) shares of Series A shall be designed Preferred Stock; and Thirty-Five Million (35,000,000) shares of Series B Preferred Stock.

*Series A Preferred Stock*

The Series A Preferred Stock shall have the voting powers, preferences, relative, participating, limitations, qualifications optional and other special rights and the qualifications, limitations and

restrictions thereof that are set forth below:

- A. Upon request of the holder, each share of share of Series A Stock shall be convertible into 10 shares of Common Stock.
- B. Each share of Series A Convertible Preferred Stock shall be entitled to ten (10) votes on all matters submitted to a vote of the Corporation's shareholders.
- C. The rights, designations and preferences attendant to the Series A Preferred Stock can only be amended by a majority vote of the outstanding Series A Preferred Stock.

#### *Series B Preferred Stock*

The Series B Preferred Stock shall have the voting powers, preferences, relative, participating, limitations, qualifications optional and other special rights and the qualifications, limitations and restrictions thereof that are set forth below:

- A. The Series B Preferred Stock shall not be convertible into any other class of shares.
- B. Each share of Series B Preferred Stock shall be entitled to 1 vote on all matters submitted to vote of the Corporation's shareholder.
- C. The rights, designations and preferences attendant to the Series B Preferred Stock can be amended by a majority vote of the Corporation's Board of Directors without Shareholder action.

The Board of Directors of the Corporation, by resolution or resolutions, at any time and from time to time, shall be authorized to divide and establish any or all of the unissued shares of Preferred Stock into one or more series and, without limiting the generality of the foregoing, to fix and determine the designation of each such share, the number of shares which shall constitute such series and certain preferences, limitations and relative rights of the shares of each series so established.

#### **ARTICLE VI. REGISTERED OFFICE AND AGENT**

The name of the registered agent is Ljubica Stefanovic. The street address of the Corporation's registered office is: 1212 S. Main Street, Suit B, Wildwood, FL 34785-9404. The name of the Corporation's registered agent at that office is: Ljubica Stefanovic.

#### **ARTICVLE VII. INITIAL DERECTORS**

The director of the Corporation is Ljubica Stefanovic.

#### **ARTICLE VIII. AFFILIATED TRANSACTIONS**

The Corporation expressly elects not to be governed by Section 607.0901 of the Florida Business Corporation Act, as amended from time to time, relating to control share acquisitions.

#### **ARTICLE IX. CONTROL SHARE ACQUISITIONS**

The Corporation expressly elects not to be governed by Section 607.0902 of the Florida Business Corporation Act, as amended from time to time, relating to control share acquisitions.

Of the Florida Business Corporation Act on ARTICLE X. INDEMNIFICATION

The Corporation shall indemnify any present or former officer or director, or person exercising powers and duties of an officer or a director, to the full extent now or hereafter permitted by law.

THIRD: The foregoing amendments were adopted by all of the Directors and the majority holders of the Corporation's outstanding voting shares pursuant to sections 607.0821 and 607.0704 of the Florida Business Corporation Act on October 14, 2013. Therefore, the number of votes cast for the amendment to the Corporation's Articles of Incorporation was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of incorporation this 14<sup>th</sup> day of October, 2013.

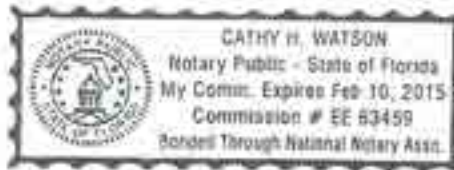
*Ljubica Stefanovic*  
Ljubica Stefanovic, President

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged  
before me this 14 day of October (Year) 2013  
by Ljubica Stefanovic  
(Name of Person Acknowledging)

NOTARY  
SEAL

*Cathy A. Watson*  
(Official Notary Signature)  
*Cathy A. Watson*  
(Name of Notary Typed, Printed  
or Stamped)  
Personally known \_\_\_\_\_  
or Produced Identification  
Identification Produced VE-02  
5315520505260  
exp: 2/10/2015



**CONSENT ACTION OF THE  
BOARD OF DIRECTOR OF  
EFUELS EFN CORP.**

The undersigned, being all of the members of the Board of Directors of EFUELS EFN CORP. a Florida corporation (the "Corporation"), hereby agree, adopt, consent to, and order the following corporate actions (the "Actions").

WHEREAS, the Corporation desires to amend its articles of incorporation and file the Amended and Restated Articles of Incorporation attached hereto as Exhibit A;

WHEREAS, the Corporation's Board of Directors has determined it is in the best interests of the Corporation to approve the Amended and Restated Articles of Incorporation; and

WHEREAS, the Corporation shall submit the Amended and Restated Articles of Incorporation to a vote of its shareholders;

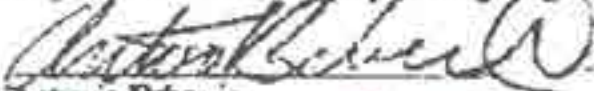
**NOW, THEREFORE:**

WHEREAS, the Amended and Restated Articles of Incorporation attached hereto as Exhibit A are approved in their entirety;

BE IT RESOLVED, that the Corporation's President is hereby authorized to execute the Amended and Restated Articles on behalf of the Corporation, upon shareholders' approval for filing with the Florida Secretary of State.

BE IT RESOLVED, that the Corporation's President be and hereby is authorized, empowered, and directed to do or cause to be done all other things and acts, to execute and deliver or cause to be executed and delivered all other instruments, documents, and certificates, and to pay or cause to be paid all costs, fees, and taxes as may be, in his sole judgment, necessary, proper, or advisable in order to carry out and comply with the purposes and intent of the Actions; and that all of the acts and deeds of the officers of the Corporation that are consistent with the purposes and intent of such actions be and the same hereby are, in all respects, approved, confirmed, ratified, and adopted as the acts and deeds of the Corporation.

The undersigned, being all of the members of the Corporation's Board of Directors of execute the foregoing corporate action for the purpose of giving their consent to Actions on this 18<sup>th</sup> day of July 2013.

  
Antonio Brbovic

  
Matthew Mundt

  
Arpad Purohit

  
Larry Sherman

  
Ljubica Stefanovic

**BY-LAWS**  
**OF**  
**eFUEL EFN, Corp.**

**A Florida Corporation**

**Article 1 -- Shareholders**

**1.1 Annual Meeting:** A meeting of shareholders shall be held each year for the election of directors and for the transaction of any other business that may come before the meeting. The time and place of the meeting shall be designated by the Board of Directors.

**1.2 Special Meeting:** Special meetings of the shareholders, for any purpose or purposes, shall be held when directed by the President, or at the request of the holders of not less than one tenth of all outstanding shares of the corporation entitled to vote at the meeting.

**1.3 Place of Meeting:** The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any annual or special meeting of the shareholders. If no designation is made, the place of meeting shall be the principal office of the corporation [in the state of Florida].

**1.4 Action Without a Meeting:** Unless otherwise provided in the articles of incorporation, action required or permitted to be taken at any meeting of the shareholders.

outstanding shares of each voting group entitled to vote on it having not less than the minimum number of votes with respect to each voting group that would be necessary to authorize or take such action at a meeting at which all voting groups and shares entitled to vote were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving shareholders having the requisite number of votes of each voting group entitled to vote, and delivered to the corporation at its principal office in Florida or its principal place of business, or to the corporate secretary or another office or agent of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded. No written consent shall be effective to take corporate action unless, within 60 days of the date of the earliest dated consent delivered in the manner required by this section, written consents signed by the number of holders required to take action are delivered to the corporation.

Any written consent may be revoked before the date that the corporation receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the corporation at its principal office or its principal place of business, or received by the corporate secretary or other office or agency of the corporation having custody of the book in which proceedings of meetings of share holders are recorded.

Within ten days after obtaining authorization by written consent, notice must be given to those shareholders who have not consented in writing or who are not entitled to vote on the action.

The notice shall fairly summarize the material features of the authorized action and if the action is one for which dissenters' rights are provided under the articles of incorporation or by law, the

notice shall contain a clear statement of the right of shareholders dissenting there from to be paid the fair value of their shares upon compliance with applicable law.

A consent signed as required by this section has the effect of a meeting vote and may be described as such in any document.

Whenever action is taken as provided in this section, the written consent of the shareholders consenting or the written reports of inspectors appointed to tabulate such consents shall be filed with the minutes of proceedings of shareholders.

**1.5 Notice of Meeting:** Except as provided in F.S. Chapter 607, The Florida Business Corporation Act, written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by, or at the direction of, the president or the secretary, or the officer or other persons calling the meeting, to each shareholder or record entitled to vote at the meeting. If the notice is mailed at least 30 days before the date of the meeting, it may be effected by a class of United States mail other than first class. If mailed, the notice shall be effective when mailed, if mailed, postage prepaid and correctly addressed to the shareholder's address shown in the current record of shareholders of the corporation.

When meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced

at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting shall be given as provided in this section to each shareholder of record on the new record date entitled to vote at such meeting.

**1.6 Waiver of Notice of Meeting:** Whenever any notice is required to be given to any shareholder, a waiver in writing signed by the person or persons entitled to such notice, whether signed before, during, or after the time of the meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of (a) lack of or defective notice of the meeting, unless the person objects at the beginning of the meeting to the holding of the meeting or the transacting of any business at the meeting or (b) lack of defective notice of a particular matter at a meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented.

**1.7 Fixing of Record Date:** In order that the corporation may determine the shareholders entitled to notice of, or to vote at, any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to demand a special meeting, the board of directors may fix, in advance, a record date, not more than 70 days before the date of the meeting or any other action. A determination of shareholders of record entitled to notice of, or to vote at, a meeting of shareholders shall apply to any adjournment of the meeting unless the board fixes a new record date, which it must do if the meeting is adjourned to a date more than

120 days after the date fixed for the original meeting.

If no prior action is required by the board, the record date for determining shareholders entitled to take action without a meeting is the date the first signed written consent is delivered to the corporation under Section 1.4 of this Article.

**1.8 Voting Record:** After fixing a record date for a meeting of shareholders, the corporation shall prepare an alphabetical list of the names of all its shareholders entitled to notice of the meeting, arranged by voting group with the address of, and the number, class, and series, if any, of shares held by, each shareholder. The shareholder's list must be available for inspection by shareholder for a period of ten days before the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the corporation's transfer agent or registrar. Any shareholder of the corporation or the shareholder's agent or attorney is entitled on written demand to inspect the shareholder's list (subject to the requirements of F.S.607.1602[3]) during regular business hours and at the shareholder's expense, during the period it is available for inspection.

The corporation shall make the shareholder's list available at the meeting of shareholder, and any shareholder or the shareholder's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

**1.9 Voting Per Share:** Except as otherwise provided in the articles of incorporation or by F.S.

607.0721, each shareholder is entitled to vote for each outstanding share held by him or her on each matter voted at a shareholders' meeting. Preferred A and B shares have convertible voting rights. Preferred A and B have the same dividend and voting rights as common. Preferred A is convertible at the rate of 10 common shares for each one share of Preferred A. Preferred A stock is non-dilutable. Preferred B is convertible at a rate of two common shares for each one Preferred B. Preferred B stock is non-dilutable.

**1.10 Voting of Shares:** A shareholder may vote at any meeting of shareholders of the corporation either in person or by proxy.

Shares standing the name of another corporation domestic or foreign, may be voted by the officer, agent, or proxy designed by the by-laws of the corporate shareholder, or in the absence of any applicable by-law, by a person or persons designated by the board of directors of the corporate shareholder. In the absence of any such designation or, in case of conflicting designation by the corporate shareholder, the chairman of the board, the president, any vice president, the secretary, and the treasurer of the corporate shareholder, in that order, shall be presumed to fully authorized to vote the shares.

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

Shares held by or under the control of, a receiver, a trustee in bankruptcy proceedings, or any

assignee for the benefit of creditors may be voted by such person without the transfer into his or her name.

If shares stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the secretary of the corporation is given notice to the contrary and furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, then acts with respect to voting shall have the following effect: (a) if only one votes, in person or by proxy, that act binds all; (b) if more than one votes, in person or by proxy, \_\_\_\_\_ out of the majority so voting binds all; (c) if more than one votes, in person or by proxy, but the vote is evenly split on any particular matter, each faction is entitled to vote the share or shares in question proportionally; or (d) if the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or a vote evenly split for purposes hereof shall be a majority or a vote evenly split in interest. The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents, or objection and for the purpose of ascertaining the presence of a quorum.

**1.11 Proxies:** Any shareholder of the corporation, other person entitled to vote on behalf of a shareholder pursuant to F.S. 607.0721, or attorney-in-fact for such persons, may vote the shareholder's shares in person or by proxy. Any shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by an attorney-in-fact. An executed telegram or cablegram appearing to have been transmitted by such person,

or a photographic, photostatic, or equivalent reproduction of an appointment form, shall be deemed a sufficient appointment form.

An appointment of a proxy is effective when received by the secretary or the corporation or such other officer or agent authorized to tabulate votes, and shall be valid for up to 11 months, unless a longer period is expressly provided in the appointment form.

The death or incapacity of the shareholder appointing a proxy does not effect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or officer or agent authorized to tabulate votes before the proxy exercises authority under the appointment.

An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

**1.12 Quorum:** Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Except as otherwise provided in the articles of incorporation or by law, a majority of the shares entitled to vote on the matter by each voting group, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, but in no event shall a quorum consist of less than one third of the shares of each voting group entitled to vote. If less than a majority of outstanding shares entitled to vote are represented at meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notes. After a quorum has been established at any

shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Once a share is represented for any purpose at a meeting, it is deemed present for quorum purpose for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

**1.13 Manner of Action:** If a quorum is present, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless a greater or lesser number of affirmative votes is required by the articles of incorporation or by law.

**1.14 Voting for Directors:** Unless otherwise provided in the articles of incorporation, directors will be elected by a plurality of the vote cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

**1.15 Inspectors of Election:** Before each shareholders' meeting, the board of directors or president shall appoint one or more Inspectors of Election. Upon appointment, each inspector shall take and sign an oath faithfully to execute the duties of inspector at the meeting with strict impartiality and to the best of his or her ability. Inspectors shall determine the number of shares outstanding, the number of shares present at the meeting, and whether a quorum is present. The inspectors shall receive votes and ballots and determine all challenges and questions as to the

right to vote. The inspectors shall count and tabulate all votes and ballots and determine the results. Inspectors shall perform other duties as are proper to conduct elections of directors and votes on other matters with fairness to all shareholders. Inspectors shall make a certificate of the results of elections of directors and votes on other matters. No inspector shall be a candidate for election as a director of the corporation.

## **Article 2 – Board of Directors**

**2.1 General Power:** Except as provided in the articles of incorporation and by law, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under direction of, its board of directors.

**2.2 Numbers, Terms, Classifications, and Qualifications:** The board of directors of the corporation shall consist of five persons. The number of directors may at any time and from time to time be increased or decreased by action of either the shareholders or the board of directors, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. A director must be a natural person of at least 18 years of age, but need not be a citizen of the United States of America, a resident of the State of Florida, nor a shareholder of the corporation. Each director shall hold office until a successor has been elected and qualified or until an earlier resignation, removal from office, or death.

**2.3 Regular meetings:** An annual regular meeting of the board of directors shall be held without notice immediately after, and at the same place as, the annual meeting of the shareholders and at such other time and place as may be determined by the board of directors.

The board may, at any time and from time to time, provide by resolution the time and place, either within or without the State of Florida, for the holding of the annual regular meeting or additional regular meeting of the board without other notice than the resolution.

**2.4 Special Meetings:** Special meetings of the board of directors may be called by the chairman of the board, the president, or any two directors.

The person or persons authorized to call special meetings of the board may designate any place, either within or without the State of Florida, as the place for holding any special meeting of the board called by them. If no designation is made, the place of the meeting shall be the principal office of the corporation in Florida.

Notice of any special meeting of the board may be given by any reasonable means, oral or written, and at any reasonable time before the meeting. The reasonableness of notice given in connection with any special meeting of the board shall be determined in light of all pertinent circumstances. It shall be presumed that notice of any special meeting given at least two days before the meeting - either orally (by telephone or in person), or by written notice delivered personally or mailed to each director at his or her business or residence address, is reasonable. If mailed, the notice of any special meeting shall be deemed to be delivered on the second day after it is deposited in the United States mail, so addressed, with postage prepaid. If notice is given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. Neither the business to be transacted at, nor the purpose or purposes of any special meeting need to be specified in the notice or in any written waiver of notice of the meeting.

**2.5 Waiver of Notice of Meeting:** Notice of a meeting of the board or directors need not be given to any director who signs a written waiver of notice before, during, or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of the meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

**2.6 Quorum:** A majority of the number of directors fixed by, or in the manner provided in, these by-laws shall constitute a quorum for the transaction of business; provided however, that whenever, for any reason, a vacancy occurs in the board of directors, a quorum shall consist of a majority of the remaining directors until the vacancy has been filled.

**2.7 Manner of Action:** The act of a majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the board of directors.

**2.8 Presumption of Assent:** A director of the corporation who is present at a meeting of the board of directors or a committee of the board when corporate action is taken shall be presumed to have assented to the action taken, unless he or she objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting specific business at the meeting, or he or she votes against or abstains from the action taken.

**2.9 Action Without a Meeting:** Any action required or permitted to be taken at a meeting of the board of directors or a committee of it may be taken without a meeting if a consent in writing, stating the action so taken, is signed by all the directors. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this section shall have the effect of a meeting vote and may be described as such in any document.

**2.10 Meetings by Means of Conference Telephone call or Similar Electronic Equipment:** Members of the board of directors may participate in a meeting of the board by means of a conference telephone call or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation by such means constitutes presence in person at a meeting.

**2.11 Resignation:** Any director may resign at any time by giving written notice to the corporation, the board of directors, or its chairman. Resignation of any director shall take effect when the notice is delivered unless the notice specifies a later effective date, in which event board may fill the pending vacancy before the effective date if they provide that the successor does not take office until the effective date.

**2.12 Removal:** Any director, or the entire board of directors, may be removed at any time, with or without cause, by action of the shareholders, unless the article of incorporation provide that directors may be removed only for cause. If a director was elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove

that director. The notice of the meeting at which a vote is taken to remove a director must state that purpose or one of the purposes of the meeting is the removal of the director or directors.

**2.13 Vacancies:** Any vacancy in the board of directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors, or by the shareholders.

**2.14 Compensation:** Each director may be paid the expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as a director of a fixed sum for attendance at each meeting of the board of directors or both, as may from time to time be determined by action of the board of directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

### **Article 3 -- Committees of the Board of Directors**

The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in the resolution, shall have and may exercise all the authority of the board of directors, except as prohibited by F.S. 607.0825(1).

Each committee must have two or more members who serve at the pleasure of the board. The board of directors, by resolution adopted in accordance with this article, may designate one or more directors as alternate members of any committee, who may act in the place and stead of any

absent member or members at any meeting of the committee.

#### **Article 4 – Officers**

**4.1 Officers:** The officers of the corporation shall be a president, a vice president, a secretary, a treasurer and any other officers and assistant officers as may be deemed necessary, and as shall be approved, by the board of directors. Any two or more offices may be held by the same person.

**4.2 Appointment and Term of Office:** The officers of the corporation shall be appointed annually by the board of directors at the first meeting of the board held after the shareholders' annual meeting. If the appointment of officers does not occur at this meeting, the appointment shall occur as soon thereafter as practicable. Each officer shall hold office until a successor has been duly appointed and qualified, or until an earlier resignation, removal from office, or death.

**4.3 Resignation:** Any officer of the corporation may resign from his or her respective office or position by delivering notice to the corporation. The resignation is effective when delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, the board of directors may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date.

**4.4 Removal:** Any officer of the corporation may be removed from his or her respective office or position at any time, with or without cause, by the board of directors.

**4.5 President:** The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, generally supervise and control all of the business and affairs of the corporation, and present at all meetings of the shareholders, the board of directors, and all committees of the board of directors on which he or she may serve. In addition, the president shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors, and as are incident to the offices of president and chief executive officer.

**4.6 Vice Presidents:** Each vice president shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors.

**4.7 Secretary:** The secretary shall keep the minutes of the proceedings of the shareholders and of the board of directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation; and keep a register of the post office address of each shareholder of the corporation. In addition, the secretary shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors and as are incident to the office of secretary.

**4.8 Treasurer:** The treasurer shall have charge and custody of, and be responsible for, all funds and securities of the corporation; receive and give receipts for money due and payable to the

corporation from any source whatsoever; and deposit all such money in the name of the corporation in such banks, trust companies or other depositories as shall be used by the corporation. In addition, the treasurer shall possess, and may exercise such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors and as a re-incident to the office of treasurer.

**4.9 Other Officers, Employees, and Agents:** Each and every other officer, employee, and agent of the corporation shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors, the officer appointing him or her, and such officer or officers who may from time to time be designated by the board to exercise supervisory authority.

**4.10 Compensation:** The compensation of the officers of the corporation shall be fixed from time to time by the board of directors.

#### **Article 5 – Certificates of Stock**

**5.1 Certificates for Shares:** The board of directors shall determine whether shares of the corporation shall be uncertificated or certificated. If certificated shares are issued, certificates representing shares in the corporation shall be signed (either manually or by facsimile) by the president or vice president and the secretary or an assistant secretary and may be sealed with the seal of the corporation or a facsimile thereof. A certificate that has been signed by an officer or officers who later ceases to be such officer shall be valid. See SS5.33-5.36 of this manual.

**5.2 Transfer of Shares:** Ownership of shares: Transfers of shares of stock of the corporation shall be made only on the stock transfer books of the corporation, and only after the surrender to the corporation of the certificates representing such shares. Except as provided by F.S. 607.0721, the person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares on the part of any other person, whether or not it shall have express or other notice thereof.

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

#### **Article 6-- Actions with Respect to Securities of Other Corporations**

Unless otherwise directed by the board of directors, the president or a designee of the president shall have power to vote and otherwise act on behalf of the corporation, in person or by proxy, at any meeting of shareholders of, or with respect to any action of shareholders of, any other corporation in which this corporation may hold securities and to otherwise exercise any and all

rights and powers that the corporation may possess by reason of its ownership of securities in other corporations.

#### Article 7 – Amendments

These by-laws may be altered, amended, or repealed, and new by-laws may be adopted, by action of the board of directors, subject to the limitations of F.S. 607, 1020(1). The shareholders of the corporation may alter, amend, or repeal these by-laws or adopt new by-laws even though these by-laws may also be amended or repealed by the board of directors.

#### Article 8 – Corporate Seal

The board of directors shall provide for a corporate seal which shall be circular and shall have the name of the corporation, the year of its incorporation, and the state of incorporation inscribed on it.

  
Ljubica Stefanovic, President  
EFUEL, EFN, Corp.

STATE OF: Florida  
COUNTY OF: Lake

Subscribed and sworn to before me  
this 31 day of April  
2012 by Ljubica Stefanovic

  
NOTARY PUBLIC



***EXHIBIT E***

## REAL ESTATE LEASE AGREEMENT

This Lease and Mutual Agreement (hereinafter the "Agreement") is made and entered into this 24th day of December 2013 governed by the Rules of the State of Florida, by and between Euro-American Finance Network, Inc. (EAFN Inc.) a Corporation ( hereinafter the "Lessor"), whose principal address is 6624 Woody Court, Leesburg, Florida 34748 USA and eFUEL EFN CORPORATION (EFLN), a Corporation (hereinafter the "Lessee"), having principal address at 1212 S. Main Street Suite B, Wildwood, Florida 34785 USA.

WHEREAS, Lessor owns certain commercial land property in the State of OHIO. See attachment.

WHEREAS, Lessor EAFN, Inc is desirous of leasing the Premises (land) to Lessee EFUEL EFN CORPORATION to build complex project when Lessee's finances are approved for a project.

WHEREON, Lessee and its Board elected by have rights to use premises (land) in the way acceptable to build the complex project according with the law of the State of Indiana.

### WITNESSETH

WHEREAS, the Lessor EAFN, Inc. (the corporation) holds ownership of certain commercial land in the State of OHIO and desires to rent commercial land to Lessee EFLN (the corporation).

WHEREAS, Lessee EFUEL EFN CORPORATION (the corp.) is desirous of leasing the Premises from Lessor EAFN, Inc.(the corp.) pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein and subject to the terms and conditions herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, all of the Parties agree as follows, as well as

### AGREEMENT

**TERMS OF AGREEMENT.** For period of 100 (one hundred) years Lessee eFUEL shall pay to Lessor EURO-AMERICAN FINANCE NETWORK, INC. the sum of \$15,000. (fifteen thousand) for land lease, lease shall be adjust according to inflation and shall pay for Sales and Real Estate Taxes purposes cost defrayment for the same period of time. Such payments shall be due with Amended Agreement when project is completed.

**AMENDMENTS.** This agreement may be modified or amended, provided such modifications or amendments are mutually agreed upon by and between the parties hereto

and that said modifications or amendments are made in writing and signed by both parties.

**INSURANCE:** Lessee will purchase it's own business and liability insurance. Copy will be delivered to Lessor with Amended Agreement when project is completed.

Proof of insurance and operational license, shall be provided to Lessor

**USE OF PREMISES.** The Premises shall be used at any time by Lessee in the matter as this agreement specify's for.

**DAMAGE TO THE PREMISES.** Lessee shall not make any have dig of the soil or make any other construction on their own prior consulting Lessor and prior construction project begins.

**ABANDONMENT.** If at any time prior or during construction project of this Lease Agreement Lessee abandons this Lease and the Premise unfinished project, equipments and it's employee or any part thereof, Lessor EAFN, Inc. in the matter provided by law, will not become liable to any other party for possessions or outstanding debt.

With terms and conditions to this Agreement Lessor is entitled to damages for breach of contract.

**Representation and Warranties of Lessor**

a Lessor is the record and owner of commercial property located in Florida and has sole authority with regard to the aforementioned property. The lease pursuant to this Agreement, will vest in Lessee the legal and valid title that Lessor is a sole owner to named property, free and clear of all liens, adverse claims or other encumbrances of any type whatsoever.

b Lessor represents that he has full power and authority to enter into this Agreement.

**Representaion and Warranties of Lessee**

a **Hold Harmless.** Lessee shall hold harmless and indemnify all past and present Officers, Directors and employees of Euro-American Finance Network, Inc. Lessee agree and shall indemnify, defend and hold harmless Lessor, as well as its past and present employees, affiliates, stockholders, agents, attorneys, successors and assigns from and against all losses, liabilities, damages, deficiencies, costs or expenses, including interest, penalties and reasonable attorneys', with respect to Euro-American Finance Network, Inc.

b Lessee is aware of location of commercial land property.

c Lessee and it's agents represents that it has full power and authority to enter into this Agreement.

d Lessee and his agents, attorney and advisors are not relying on any oral statements made by Lessor, Lessor representatives, employee's or affiliates in renting commercial land for project.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any other choice or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of OHIO.

f. The terms of this Agreement shall be effective as of, and continue until such time as the full payment of the Lease Price and all other amounts due hereunder are fully satisfied.

g. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon respective successors and assigns of both parties.

h. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

i. The Agreement may not be modified or changed unless in writing, signed by the both parties.

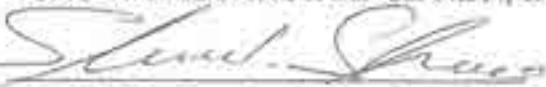
j. Each Party may terminate this Agreement by providing written notification to the other Parties.

APPLICABLE LAW. This agreement is executed pursuant to and shall be interpreted and governed for all purposes by the laws of the State of OHIO for which the Courts of State of OHIO shall have jurisdiction.

IN WITNESS WHEREOF, the parties hereto have set their hands in execution of this Agreement.

For and in behalf of  
EURO-AMERICAN FINANCE NET., INC.

For and in behalf of  
eFUEL EFN, CORPORATION

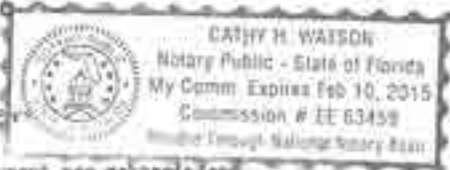
  
Slavoljub Stefanovic

  
Jevica Stefanovic

STATE OF FLORIDA  
COUNTY OF Sumter



STATE OF FLORIDA  
COUNTY OF Sumter



The foregoing instrument was acknowledged before me this 30 day of Decem, (Year) 2013 by Slavoljub Stefanovic

The foregoing instrument was acknowledged before me this 30 day of Decem, (Year) 2013 by Jevica Stefanovic

(Name of Person Acknowledging)  
NOTARY SEAL Cathy H. Watson  
(Official Notary Signature)  
Cathy H. Watson  
(Name of Notary Typed, Printed or Stamped)  
Personally known \_\_\_\_\_  
or Produced Identification  
Identification Produced   
FL DL 5315180511870

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b. Lessor represents that he has full power and authority to enter into this Agreement.

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*Slavoljub Stefanovic*

*Ljubica Stefanovic*

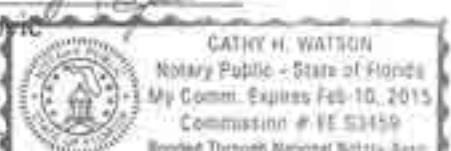
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Ljubica Stefanovic

STATE OF FLORIDA  
COUNTY OF Alachua



STATE OF FLORIDA  
COUNTY OF Alachua



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by Slavoljub Stefanovic  
(Name of Person Acknowledging)

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by Ljubica Stefanovic  
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NOTARY  
SEAL

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Personally known \_\_\_\_\_  
or Produced Identification  
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FL DL 5216 18051 1870

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FL DL 53152 505260

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d. Lessee and his agents, attorney and advisors are not relying on any oral statements made by Lessor, Lessor representatives, employee's or affiliates in renting commercial land for project.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any other choice or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Florida.

f. The terms of this Agreement shall be effective as of, and continue until such time as the full payment of the Lease Price and all other amounts due hereunder are fully satisfied.

g. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon respective successors and assigns of both parties.

h. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

i. The Agreement may not be modified or changed unless in writing, signed by the both parties.

j. Each Party may terminate this Agreement by providing written notification to the other Parties.

**APPLICABLE LAW.** This agreement is executed pursuant to and shall be interpreted and governed for all purposes by the laws of the State of Florida for which the Courts of State of Florida shall have jurisdiction.

IN WITNESS WHEREOF, the parties hereto have set their hands in execution of this Agreement.

For and in behalf of  
EURO-AMERICAN FINANCE NET, INC.



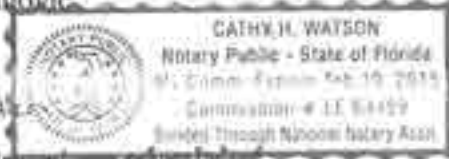
Slavoljub Stefanovic

For and in behalf of  
eFUEL FEN, CORPORATION



Ljubica Stefanovic

STATE OF FLORIDA  
COUNTY OF SALTO



The foregoing instrument was acknowledged before me this 30 day of February, 2013 by Slavoljub Stefanovic (Name of Person Acknowledging)

NOTARY SEAL

Cathy H. Watson  
(Official Notary Signature)  
Cathy H. Watson  
(Name of Notary Typed, Printed or Stamped)

Personally known: \_\_\_\_\_  
or Produced Identification:   
Identification Produced: FLDL 53578051870

STATE OF FLORIDA  
COUNTY OF SALTO



The foregoing instrument was acknowledged before me this 30 day of February, 2013 by Ljubica Stefanovic (Name of Person Acknowledging)

NOTARY SEAL

Cathy H. Watson  
(Official Notary Signature)  
Cathy H. Watson  
(Name of Notary Typed, Printed or Stamped)

Personally known: \_\_\_\_\_  
or Produced Identification:   
Identification Produced: FLDL 53578051870

## REAL ESTATE LEASE AGREEMENT

This Lease and Mutual Agreement (hereinafter the "Agreement") is made and entered into this 24th day of December 2013 governed by the Rules of the State of Florida, by and between Euro-American Finance Network, Inc. (EAFN, Inc.) a Corporation ( hereinafter the "Lessor"), whose principal address is 6624 Woody Court, Leesburg, Florida 34748 USA and eFUEL EFN CORPORATION (EFLN), a Corporation (hereinafter the "Lessee"), having principal address at 1212 S. Main Street Suite B, Wildwood, Florida 34785 USA.

WHEREAS, Lessor owns certain commercial land property in the State of Georgia. See attachment.

WHEREAS, Lessor EAFN, Inc. is desirous of leasing the Premises (land) to Lessee EFUEL EFN CORPORATION to build complex project when Lessee's finances are approved for a project.

WHEREON, Lessee and its Board elected by have rights to use premises (land) in the way acceptable to build the complex project according with the law of the State of Indiana.

### WITNESSETH

WHEREAS, the Lessor EAFN, Inc. (the corporation) holds ownership of certain commercial land in the State of Georgia and desires to rent commercial land to Lessee EFLN (the corporation).

WHEREAS, Lessee EFUEL EFN CORPORATION (the corp.) is desirous of leasing the Premises from Lessor EAFN, Inc. (the corp.) pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein and subject to the terms and conditions herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, all of the Parties agree as follows, as well as

### AGREEMENT

**TERMS OF AGREEMENT.** For period of 100 (one hundred) years Lessee eFUEL shall pay to Lessor EURO-AMERICAN FINANCE NETWORK, INC. the sum of \$15,000 (fifteen thousand) for land lease, lease shall be adjust according to inflation and shall pay for Sales and Real Estate Taxes purposes cost defrayment for the same period of time. Such payments shall be due with Amended Agreement when project is completed.

**AMENDMENTS.** This agreement may be modified or amended, provided such modifications or amendments are mutually agreed upon by and between the parties hereto.

and that said modifications or amendments are made in writing and signed by both parties

**INSURANCE:** Lessee will purchase it's own business and liability insurance. Copy will be delivered to Lessor with Amended Agreement when project is completed. Proof of insurance and operational license, shall be provided to Lessor

**USE OF PREMISES.** The Premises shall be used at any time by Lessee in the matter as this agreement specify's for.

**DAMAGE TO THE PREMISES.** Lessee shall not make any have dig of the soil or make any other construction on their own prior consulting Lessor and prior construction project begins.

**ABANDONMENT.** If at any time prior or during construction project of this Lease Agreement Lessee abandons this Lease and the Premise unfinished project, equipments and it's employee or any part thereof, Lessor EAFN, Inc. in the matter provided by law, will not become liable to any other party for possessions or outstanding debt.

With terms and conditions to this Agreement Lessor is entitled to damages for breach of contract.

**Representation and Warranties of Lessor**

a Lessor is the record and owner of commercial property located in Florida and has sole authority with regard to the aforementioned property. The lease pursuant to this Agreement, will vest in Lessee the legal and valid title that Lessor is a sole owner to named property, free and clear of all liens, adverse claims or other encumbrances of any type whatsoever.

b Lessor represents that he has full power and authority to enter into this Agreement.

**Representaion and Warranties of Lessee**

a **Hold Harmless.** Lessee shall hold harmless and indemnify all past and present Officers, Directors and employees of Euro-American Finance Network, Inc. Lessee agree and shall indemnify, defend and hold harmless Lessor, as well as its past and present employees, affiliates, stockholders, agents, attorneys, successors and assigns from and against all losses, liabilities, damages, deficiencies, costs or expenses, including interest, penalties and reasonable attorneys', with respect to Euro-American Finance Network, Inc.

b Lessee is aware of location of commercial land property.

c Lessee and it's agents represents that it has full power and authority to enter into this Agreement.

d Lessee and his agents, attorney and advisors are not relying on any oral statements made by Lessor, Lessor representatives, employee's or affiliates in renting commercial land for project.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any other choice or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Georgia.

f. The terms of this Agreement shall be effective as of, and continue until such time as the full payment of the Lease Price and all other amounts due hereunder are fully satisfied.

g. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon respective successors and assigns of both parties.

h. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

i. The Agreement may not be modified or changed unless in writing, signed by the both parties.

j. Each Party may terminate this Agreement by providing written notification to the other Parties.

**APPLICABLE LAW.** This agreement is executed pursuant to and shall be interpreted and governed for all purposes by the laws of the State of Georgia for which the Georgia of State shall have jurisdiction.

IN WITNESS WHEREOF, the parties hereto have set their hands in execution of this Agreement.

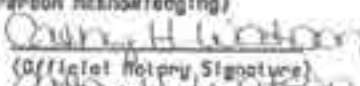
For and in behalf of  
EURO-AMERICAN FINANCE NET., INC.

For and in behalf of  
eFUEL EFN, CORPORATION


  
Slavoljub Stefanovic  
CATHY H. WATSON  
Notary Public - State of Florida  
My Comm. Expires Feb 10, 2015  
Commission # EE 63459  
Bonded Through National Notary Assn.  
STATE OF FLORIDA  
COUNTY OF DADE

  
Ljubica Stefanovic  
CATHY H. WATSON  
Notary Public - State of Florida  
My Comm. Expires Feb 10, 2015  
Commission # EE 63459  
Bonded Through National Notary Assn.  
STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged  
before me this 20 day of December, 2013  
by Slavoljub Stefanovic  
(Name of Person Acknowledging)

NOTARY SEAL  
  
(Official Notary Signature)  
Cathy H. Watson  
(Name of Notary Typed, Printed  
or Stamped)  
Personally known: \_\_\_\_\_  
or Produced Identification \_\_\_\_\_  
Identification Produced: ✓  
H.O. 2257811870

The foregoing instrument was acknowledged  
before me this 20 day of December, 2013  
by Ljubica Stefanovic  
(Name of Person Acknowledging)

NOTARY SEAL  
  
(Official Notary Signature)  
Cathy H. Watson  
(Name of Notary Typed, Printed  
or Stamped)  
Personally known: \_\_\_\_\_  
or Produced Identification \_\_\_\_\_  
Identification Produced: \_\_\_\_\_  
H.O. 2257811870









## CHEROKEE TRADING MALL

### ESTIMATE OF THE INCOME/LOSS STATEMENT WHEN PROJECT IS COMPLEAT AND OPERATION FOR DAILY BUSINESS

1. The construction of the Cherokee Trading Mall should be completed in year 2016. In this document we estimate the income and expenses using our existing business model in the places of geographical demography, area growth statistic, state friendly approach to the business, (rules and regulations), and expectation of future business growth in the area.
2. The business analysis's with eFUEL EFN CORPORATION and feasibility's status on the area come with the following financial projection on profit and loss statement. The statement is based on 100% occupancy, today's prices including inflation, amortization, climate changes and advertisement and marketing processes.
3. The same way that a 100% occupancy could be conservative, a 50% occupancy in That case would be half of that calculation for the income and expenses on the chart.
4. The following are calculations when the business is open to the public in May of 2016.

#### INCOME

Hotel Rooms	\$	4,420,000.00
Rental Retail Stores		1,680,000.00
Five Operative Stores of CTP		625,000.00
Banquet Rooms		22,000.00
Vending Machines, Restaurant and Bar		1,200,000.00
<b>Total Annual Income</b>		<hr/> 7,974,000.00

#### EXPENSES

Executive Official Salaries	200,000.00
Employees	1,100,000.00
Maintenance	100,000.00
Electric, Gas	360,000.00
Water and Utilities	36,000.00
Insurance	50,000.00
Employment Tax	25,000.00
Sales Tax	560,000.00

Supplies for Hotel	60,000.00
Hotel breakfast food	48,000.00
Advertisement	50,000.00
Miscellaneous	80,000.00
Banking	55,000.00
<b>Total Annual Expenses</b>	<b>3,524,000.00</b>
<b>Total Income from Business Operation</b>	<b>7,974,000.00</b>
<b>Total Expenses for Business Operation</b>	<b>3,524,000.00</b>
<b>Total Net Income</b>	<b>4,423,000.00</b>

**Conclusion:**

5. The analyst considered all existing facts, present economic situation and potential for the future economic development in the Wildwood area, the Sumter County of the State of Florida. We concluded that after completion of the Cherokee Trading Mall project there will be substantial improvements in the local area and great wealth to share holders of EFLN. The here holders of EFLN will have steady net income that will constantly produce growth of the corporation.
6. The Retail Stores have the potential to bring additional sales tax to the City, County and State, increase employment, and contribute to the economy's growth for the local community as well as for the state and national. This project will benefit everyone involved.

Projection is calculated for one year of operation. To have five year calculation Income shall increase annually 6% and Expenses 4%.

This projected calculation is estimated by research with economic development in the area. Also, eFUEL EFN, CORPORATION have developed their own studies on project.

eFUEL EFN, CORPORATION

## THE CHEROKEE TRADING MALLS FOR FOUR CONSTRUCTION PROJECTS

The Cherokee Trading Malls are Hotel and Retail projects will be a new construction dual use facility that will be constructed in FLORIDA, GORGIA, INDIANA, OHIO. This buildings will combine a luxury 4-story hotel, with a walk through mall and retail area along with a top-5 floor with private customized penthouse suites. The theme of this property will be "energy conservation, alternative energies and groundbreaking spaces". The goal will be to provide as much alternative energy (i.e. solar, etc.) as possible and to install the most current and energy efficient systems to provide a cutting edge hotel and retail spaces for all to enjoy. Total property area will be approximately 250,000sf. With 130,000sf. Of retail/mall space and 120,000sf. Of hotel and private penthouse residences. The exterior will be "contemporary" in style as shown above and will provide a high profile visual landmark for visitors and guests.

The Cherokee Trading Mall projects will incorporate many energy efficient and space saving enhancements, one of these is an exterior cladding system that will save construction time and expense. this product has been successfully used on over sixty mid to high rise buildings up the East coast. The SLENDERWALL combines four field proven products (high strength architectural precast concrete, hot dipped galvanized welded-wire reinforcing steel, insulated epoxy coated stainless steel Nelson anchors and heavy gauge galvanized steel studs) in an innovative design that delivers a complete turnkey product to the field ready for installation. This feature offers substantial potential savings in foundation and structure costs depending on the building height. Also, because the product is installed out doorway of the building you can pick up additional 4" of floor space around the perimeter. This can lead to additional revenue for the owner. The product installs very quickly and is ready for insulation and drywall without further interior build out. SLENDERWALL is also extremely durable and can last a lifetime. Made with 5000+psi concrete with the color integral to the mix means it will stand up to the elements unlike any light weight cladding system we have seen on the market.

The multi-story shopping center/hotel/residential apartments mixed-development building features a mix of eye-catching, contemporary and traditional design elements. Multi-hued with dynamic and exciting colors, the project draws in travelers from the adjacent highways with its inviting and welcoming facades. The development provides multiple opportunities for interaction with a grand portico/drop-off at the main entrance and secondary gateways to the shopping areas and a private entrance for the penthouse apartment residents. The distinctive roofing, building signage and logos are beacons that stand out in the context of its location and serve well to beckon the potential customer- "The Cherokee Trading Mall, is here to serve you."

The first floor of the hotel will house a Porte cochere for visitor drop off and an entrance to a grand lobby that will lead to either the hotel lobby or retail wings. There will be a bank and a shell restaurant as a part of the retail grand lobby. Once inside the hotel portion of the first floor there will be 2-banquet halls, a conference room, 2-restaurants, a bar with dance area and hotel staff office spaces along with the ground entrance to the elevator tower that serves the hotel space. The two retail "wings" will each contain approximately 8-stores for lease shall spaces each ( 16 total) for retail fit-out and will function as walk through mall with interior walk area.

The second floor will begin the hotel guest rooms approximately 16 guest suites, laundry and gym areas all separated from the retail spaces. Additionally, the second floor will house the remaining floor of walk through mall space with an additional 19 lease retail spaces. Also, the upper floor of the first shell restaurant.

The third floor will be completely hotel space with 40 hotel guest suites as well as the access to the hotels Private pool located on the roof of the walkthrough mall space, There will be a tanning salon and changing rooms at the hotel access to the pool and sun deck spaces with access to the pool and Jacuzzi.

in the fourth floor there will be 44 more hotel guest suites accessed by the main elevator core or one of two

stair towers.

The fifth and final floor will be home to 10 private customized penthouse residences each with an area of approximately 2,500sqf. These residences will have private access and be separated from the hotel and retail space.

On the roof of the fifth floor it is intended to have a helicopter landing pad which will allow access by helicopter or other landing objects to the property. Also the roof will house a solar farm with photovoltaic panels that will help to provide power to the property. Also, Property will have four wing posts to generate energy.

This description will apply to all four projects company owners has rights to modify planes if is necessary.

EFUEL, EFN CORPORATION MANAGEMENT, APPROVED THIS DESCRIPTION.