

**eFUEL EFN, Corp.**  
1212 S Main Street  
Wildwood, FL 34785-9404  
Phone: 352-326-8381/ Fax: 765-668-8897  
[www.efuelefn.com](http://www.efuelefn.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: 1,500,000.000**

**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, 2011**

- (ii) Number of shares authorized; **1,500,000,000**
- (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. **569**

**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.**

**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 Three Hundred Million (300,000,000) to One Billion Five Hundred Million (1,500,000,000).**

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.  
**4**

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, 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. Suit A, Main St 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 Voyer 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.**

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

**4. 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)<sup>6</sup> 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.  
501 E 4<sup>th</sup> Street  
Marion, IN 46952  
Beneficially Owning "A" shares**

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

**Slavoljub Stefanovic  
1212 S. Maine Street  
Wildwood, Florida 34785  
Beneficially Owning "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**  
**Telephone: (352)- 326-8381**  
**Facsimile: (765)-668-8897**  
**Mobile: (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.

**Euro - American Finance Network, Inc.**  
**slavostefanovic@yahoo.com**  
**352-504-1641**

5. Public Relations/ Consultant(s)

**Euro-American Finance Network, Inc.**  
**Marketing Director Mrs. Judi M. Beltz**  
**Office – 17098 SE 94<sup>th</sup>. Berrien Ct . The Villages Florida, FL 32162**  
**Phone - 630-488-7250**  
**Fax - 765-668-8897**

6. Investor Relations Consultant

**Slavoljub Stefanovic Euro-American Finance Network, Inc.**  
**Office – 1212 S. Maine St. 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 outRAGEousEncounters.com dating sites into "RealTime" and "VirtualReality" the next generation of inter-active sites. 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.**  
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. 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 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.**

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 and 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 or Programs</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

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:

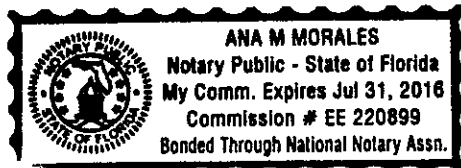
1. I have reviewed this [specify either annual or quarterly disclosure statement] of [identify issuer];
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the 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 02-2013

Ljubica Stefanovic  
[Signature]

Ljubica Stefanovic  
[Print]

President  
[Title]



Ana M. Morales  
January 1, 2013

# ***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 realted 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](http://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

# ***EXHIBIT B***

**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

**Operative expenses**

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>

EFUEL EFN, CORPORATION  
1212 South Main Street  
Wildwood Florida 34785

BALANCE SHEET  
1<sup>st</sup> Quarter 2012  
January, February, March

Cash	\$ 27,830.19
Assets:	
Property	\$ 7,200,000.00
Long Term Investment	\$ 136,000.00
Orange Shop Business (Inventory)	\$ 250,000.00
Business Good Will	\$ 250,000.00
Total Assets	\$ 7,954,082.92
Liability:	
Real Estate Tax	\$ 8,600.00
Rental Tax	\$ 300.00
Other Liability	\$ 1,000.00
Total Liability	\$ 9,900.00
Total Stockholders Equity	\$ 7,954,082.92
Total Equity and Liability	\$ 7,963,982.92
Shareholders:	
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
Freely Tradable Shares	1,175,254,801



**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

<b>Total Expenses</b>	<b>\$ 7, 364.40</b>
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Net Revenue	\$ 9,522.52
Operative Expenses	\$ 7,364.40

<b>Net Income</b>	<b>\$2,158.12</b>
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EFUEL EFN, CORPORATION  
1212 S. Main Street  
Wildwood, FL 34785

Balance Sheet  
2<sup>nd</sup> Quarter 2012  
April, May, June

Cash	\$27,830.19
Assets:	
Property	\$7,200,000.00
Long Term Investment	\$136,000.00
Business Inventory	\$2,846,843.45
Business Good Will	\$250,000.00
Total Asset:	\$10,460,673.64
Liability:	
Administrative Liability	\$1,225.00
Total Liability	\$1,225.00
Total Stockholder's Equity	\$10,459,448.64
Total Equity and Liability	\$10,460,673.64
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 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

Balance Sheet  
3rd Quarter 2012  
July, August, September

Cash	\$22,575.01
Assets:	
Property	\$7,200,000.00
Long Term Investment	\$130,000.00
Cherokee Trading Post (business inventory)	\$2,846,843.45
Business Good Will	\$250,000.00
Total Asset:	\$10,449,418.46
Liability	
Administrative Liability	\$1,225.00
Clear Trust Transfer Agent	\$1,800.00
Taxes	\$26,350.00
Attorney's fees	\$2,500.00
Total Liability	\$31,875.00
Total Stockholder's Equity	\$10,417,543.46
Total Equity and Liability	\$10,449,418.46
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

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 EFN, CORPORATION  
1212 South Main Street  
Wildwood, Florida 34785

Balance Sheet  
4<sup>th</sup> Quarter 2012  
October, November, December

Cash	\$ 22,612.21
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	\$ 10,424,708.44
Liability:	
Administrative Liability	\$ 1,820.00
Clear Trust Transfer Agent	\$ 2,250.00
Taxes	\$ 5,950.00
Attorney	\$ 750.00
Total Liability	\$ 10,770.00
Total Stockholders Equity	\$ 10,414,078.44
Total Stockholders Equity and Liability	\$ 10,424,708.44
Authorized Share:	
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

**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

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

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

I, **Ljubica Stefanovic**, certify that:

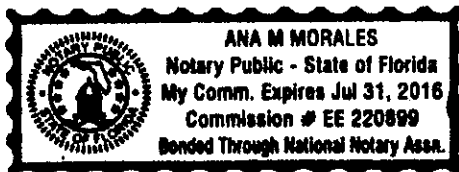
1. I have reviewed this **Annual Disclosure Statement of eFUEL EFN, CORPORATION.**
2. Based on my knowledge, this disclosure those not have statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were 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 respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

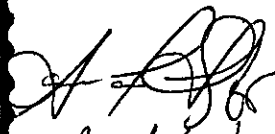
Date: January 4, 2013

  
Signature

Ljubica Stefanovic  
Efuel Efn, Corp., President

\_\_\_\_\_  
Name and Title



  
Ana M. Morales  
Jan 3, 2013

# ***EXHIBIT C***

**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 or 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 firectors 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 meetin, or promptly upon arrival, to holding the meeting or transacting specific budsiness 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 result 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.

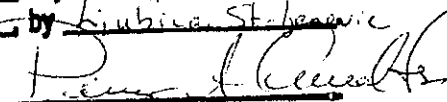
#### Article 8 -- Corporate Seal

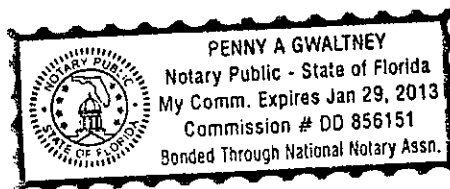
The board of directors shall provide for a corporate seal which shall be circular and shall have the name of the corporation, the year of its incorporation, and the state of incorporation inscribed on it.

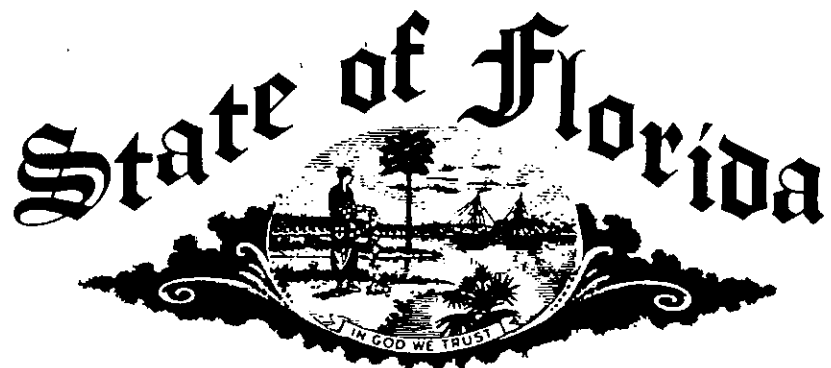
  
Ljubica Stefanovic, President  
EFUEL EFN, Corp.

STATE OF: Florida  
COUNTY OF: Lake

Subscribed and sworn to before me  
this 3rd day of April  
2012 by Ljubica Stefanovic

  
NOTARY PUBLIC





Department of State

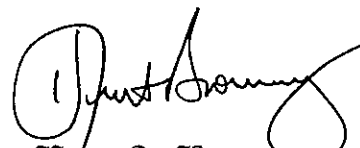
I certify the attached is a true and correct copy of the Articles of Amendment, filed on November 21, 2011, to Articles of Incorporation for EFUEL EFN, CORP., a Florida corporation, as shown by the records of this office.

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



CR2EO22 (1-11)

  
Kurt S. Browning  
Secretary of State



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



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)**

**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)

\_\_\_\_\_, 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

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

**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, \$.001 per value. Shares will be used to purchase properties and for 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: 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  
MICHAEL J. TOUSANT  
MY COMMISSION # DD 814611  
EXPIRES: August 16, 2012  
Bonded Thru Budget Notary Services  
LAKE COUNTY, FL  
Signature  
Notarized  
ONLY

Ljubica Stefanovic

(Typed or printed name of person signing)

CEO/President

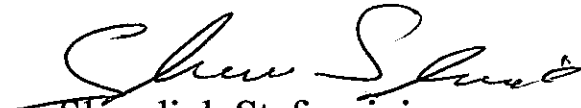
(Title of person signing)


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

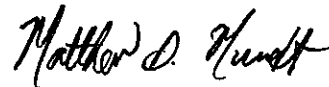
RESOLUTION: Preferred "A" shares

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

# State of Florida



## Department of State

I certify from the records of this office that EFUEL EFN, CORP. is a corporation organized under the laws of the State of Florida, filed on September 24, 1997.

The document number of this corporation is P97000082726.

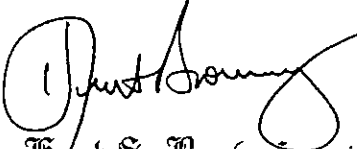
I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report/uniform business report was filed on February 1, 2010 and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.


Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Fourteenth day of June, 2011



CR2EO22 (01-07)

  
Kurt S. Browning  
Secretary of State

# State of Florida



Department of State

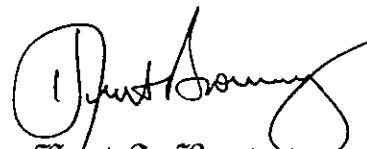
I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 13, 2011, to Articles of Incorporation for EFUEL EFN, CORP., a Florida corporation, as shown by the records of this office.

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  
Fourteenth day of June, 2011



CR2EO22 (01-07)



Kurt S. Browning  
Secretary of State



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**)

1212 S. Main Street

Wildwood, FL 34785-9404

**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:

Frank Pinizzotto

New Registered Office Address:

1212 S. Main Street

(Florida street address)

Wildwood

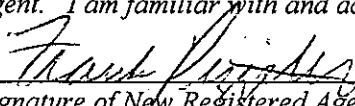
(City)

Florida 34785-9404

(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

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 JUN 13 PM 4:28

**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)*

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>CEO</u>	<u>Joseph Cillo</u>	<u>13902 N Dale Mabry Hwy</u> <u>Suite 225</u> <u>Tampa, FL 33618</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>SEC</u>	<u>Candis Coon</u>	<u>13902 N Dale Mabry Hwy</u> <u>Suite 225</u> <u>Tampa, FL 33618</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>D</u>	<u>Dominic Astrita</u>	<u>13902 N Dale Mabry Hwy</u> <u>Suite 225</u> <u>Tampa FL 33618</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove

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

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**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)*

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**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)*

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>D</u>	<u>Richard Winslow</u>	<u>13902 N Dale Mabry Hwy</u> <u>Suite 225</u> <u>Tampa, FL 33618</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>President</u>	<u>Ljubica Stefanovic</u>	<u>1212 S. Main Street</u> <u>Wildwood, FL 36785-9404</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
<u>D</u>	<u>Dr. Amul Purohit</u>	<u>1212 S. Main Street</u> <u>Wildwood, FL 36785-9404</u>	<input checked="" 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)*

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**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)*

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**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)*

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
D	Matthew Mundt	1212 S. Main Street Wildwood, FL 36785-9404	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
D	Antonio Brbovic	1212 S. Main Street Wildwood, FL 36785-9404	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
D	Larry Sherman	1212 S. Main Street Wildwood, FL 36785-9404	<input checked="" 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)*

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**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)*

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The date of each amendment(s) adoption: April 8, 2011  
(date of adoption is required)

Effective date if applicable: April 8, 2011  
(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 6/8/2011

Signature \_\_\_\_\_


(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)

Joseph Cillo

(Typed or printed name of person signing)

CEO

(Title of person signing)

<b>FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS</b>					
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## Annual Report Online Filing

**Document Number** P97000082726  
**Business Entity Name** EFUEL EFN, CORP.

**FEI/EIN Number**  -

**FEI/EIN Number Status** ☒ Listed Above ☐ Applied For ☐ Not Applicable

**Election Campaign Financing Trust Fund Contribution** ☐ Yes ☒ No

**Certificate of Status** ☐ \$8.75 (Optional) What is a certificate of status?

The certificate of status will be sent to the e-mail address entered below.

### Correspondence E-mail Address

Please enter your e-mail address carefully and verify that it is correct. This is the address correspondence pertaining to this filing and future annual report notices will be sent.

**E-mail Address**

**Re-enter Email Address**

### Principal Place of Business

**Address**  (PO Box not acceptable)

**Suite, Apt. #, etc.**

**City, State**

**Zip Code & Country**

### Mailing Address

If your mailing address is the same as the principal address above, please check the box below. Otherwise, enter your mailing address.

☐ Mailing address same as principal address

**Address**

**Suite, Apt. #, etc.**

**City, State**

**Zip Code & Country**

### Name And Address of Registered Agent

MUNDT MATTHEW (Sr., Jr., etc...)

- OR -

Entity Name to serve as Officer/Director

Street Address

1212 S. MAIN ST

City, State

WILDWOOD

FL

Zip Code & Country

347859404

#### Name And Address #4

Title

D

Name (Last, First, Middle, Title)

BRBOVIC

ANTONIO

(Sr., Jr., etc...)

- OR -

Entity Name to serve as Officer/Director

Street Address

1212 S. MAIN ST

City, State

WILDWOOD

FL

Zip Code & Country

347859404

#### Name And Address #5

Title

D

Name (Last, First, Middle, Title)

SHERMAN

LARRY

(Sr., Jr., etc...)

- OR -

Entity Name to serve as Officer/Director

Street Address

1212 S. MAIN ST

City, State

WILDWOOD

FL

Zip Code & Country

347859404

#### Name And Address #6

Title

Name (Last, First, Middle, Title)

(Sr., Jr., etc...)

- OR -

Entity Name to serve as Officer/Director

Street Address

City, State

Zip Code & Country

Name (Last, First, Middle, Title) PINIZZOTTO FRANK (Sr., Jr., etc...)

- OR -

Business to serve as RA

Street Address In Florida 1212 S. MAIN ST (PO Box not acceptable)

Suite, Apt. #, etc.

SUITE 225

City, State

WILDWOOD, FL

Zip Code &amp; Country

347859404 US

If there is a change in registered agent, the new agent will need to type their name in the 'Registered Agent Signature' block below to accept the designation of registered agent. RA signature must be an individual name. If the RA is a business entity, an individual must sign on their behalf. A business entity cannot serve as its own RA.

Registered Agent Signature

This signature must be that of the individual "signing" this document electronically or be made with the full knowledge and permission of the individual, otherwise it constitutes forgery under s.831.06, Florida Statutes.

## Officer/Director Name And Address

### Name And Address #1

Title

P

Name (Last, First, Middle, Title)

STEFANOVIC LJUBICA (Sr., Jr., etc...)

- OR -

Entity Name to serve as Officer/Director

Street Address

1212 S. MAIN ST

City, State

WILDWOOD, FL

Zip Code &amp; Country

367859404

### Name And Address #2

Title

D

Name (Last, First, Middle, Title)

PUROHIT AMUL DR (Sr., Jr., etc...)

- OR -

Entity Name to serve as Officer/Director

Street Address

1212 S. MAIN ST

City, State

WILDWOOD, FL

Zip Code &amp; Country

367859404

### Name And Address #3

Title

D

Name (Last, First, Middle, Title)



I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

Title

Officer/Director Signature

This signature must be that of the individual "signing" this document electronically or be made with the full knowledge and permission of the individual, otherwise it constitutes forgery under s.831.06, Florida Statutes. The individual "signing" this document affirms that the facts stated herein are true.

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State of Florida, Department of State

# State of Florida



## Department of State

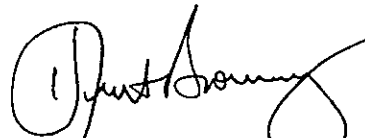
I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 13, 2011, to Articles of Incorporation for EFUEL EFN, CORP., a Florida corporation, as shown by the records of this office.

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  
Fourteenth day of June, 2011



CR2EO22 (01-07)

  
Kurt S. Browning  
Secretary of State



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 31, 2012

LJUBICA STEFANOVIC  
1212 S. MAIN STREET  
WILDWOOD, FL 34785

Re: Document Number P97000082726

The Articles of Amendment to the Articles of Incorporation for EFUEL EFN, CORP., a Florida corporation, were filed on August 30, 2012.


The certification requested is enclosed.

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

Carol Mustain  
Regulatory Specialist II  
Division of Corporations

Letter Number: 312A00022223

# State of Florida



Department of State

I certify from the records of this office that EFUEL EFN, CORP. is a corporation organized under the laws of the State of Florida, filed on September 24, 1997.

The document number of this corporation is P97000082726.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report/uniform business report was filed on April 9, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Thirty-first day of August, 2012



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: EFUEL EFN, CORPORATIO

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, CORPORATIO

Firm/ Company

1212 S. Main Street

Address

Wildwood, FL 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:

Ljubica Stefanovic

Name of Contact Person

at (

352

Area Code & Daytime Telephone Number

504-1300

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

☐ \$35 Filing Fee

☒ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
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

Articles of Amendment  
to  
Articles of Incorporation  
of

EFUEL EFN, CORPORATION

(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)

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

Ljubica Stefanovic

(Florida street address)

New Registered Office 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.

*Ljubica Stefanovic*

Signature of New Registered Agent, if changing



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

(Attach additional sheets, if necessary). (Be specific)

[illegible]

**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)

[illegible]



The date of each amendment(s) adoption: July 16, 2012

Effective date if applicable: July 16, 2012  
(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 July 16, 2012

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)

Ljubica Stefanovic

(Typed or printed name of person signing)

President

(Title of person signing)



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

Attached is a form for filing *Articles of Amendment* to amend the articles of incorporation of a *Florida Profit Corporation* pursuant to section 607.1006, Florida Statutes. This is a basic amendment form and may not satisfy all statutory requirements for amending.

A corporation can amend or add as many articles as necessary in one amendment.

- The original incorporators cannot be amended.
- If amending the name of the corporation, the new name must be distinguishable on the records of the Florida Department of State. A preliminary search for name availability can be made through the Division's website at [www.sunbiz.org](http://www.sunbiz.org). You are responsible for any name infringement that may result from your corporate name selection.
- If amending the registered agent, the new agent must sign accepting the appointment and state that he/she is familiar with the obligations of the position.
- If amending/adding officers/directors, list titles and addresses for each officer/director.
- If amending from a general corporation to a professional corporation, the purpose (specific nature of business) must be amended or added if not contained in the articles of incorporation.

**If a section is not being amended, enter N/A or Not Applicable.  
The document must be typed or printed and must be legible.**

Pursuant to section 607.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90<sup>th</sup> day after the date on which the document is filed.

<b>Filing Fee</b>	<b>\$35.00</b> (Includes a letter of acknowledgment)
<b>Certified Copy (optional)</b>	<b>\$8.75</b>
<b>Certificate of Status (optional)</b>	<b>\$8.75</b>

Send one check in the total amount made payable to the Florida Department of State.

Please include a letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

**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

For further information you may call the Amendment Section at (850) 245-6050

# ***EXHIBIT D***

## SECURITIES PURCHASE AND INTEREST AGREEMENT

THIS SECURITIES PURCHASE AND INTEREST AGREEMENT (this "Agreement"), is entered into to be executed as of December 20, 2010, and the Agreement closed as of January 19, 2011, by Joseph P. Cillo (hereafter "Seller" or "Cillo"), and Euro-American Finance Network, Inc (hereafter "Buyer") and referred to collectively as "Parties". This purchase agreement is made for the purchase of securities identified below. The Parties further agree:

### RECITALS:

WHEREAS, the Seller is the aggregate owner of approximately one hundred fifty million (150,000,000) shares, (collectively referred to herein as the "Shares") of the Preferred Shares Series A (one (1) Preferred Share is the equivalent of ten (10) Common Shares) of eFUEL ERN, Corp.

WHEREAS, the Seller desires to sell and the Buyer desires to purchase from the Seller the Shares on the terms and conditions set forth herein.

### ARTICLE I

#### PRELIMINARY MATTERS

1.01. Recitals. The parties acknowledge the recitals set forth above are correct, and by this reference, incorporated herein and are made a part of this Agreement.

1.02. Exhibits and Schedules. Exhibits attached hereto and Schedules and incorporates hereto are, by this reference, incorporated herein and made a part of this Agreement, as though they were set forth fully herein. Schedules may be attached subsequent to the execution, delivery and partial performance of the conditions to the Closing.

1.03. Use of words and phrases. Natural persons may be identified by last name, with such additional descriptors as may be desirable. The words "herein," "hereby," "hereunder," "hereof," "herein before," "hereinafter" and any other equivalent words refer to this Agreement as a whole and not to any particular Article, Section or other subdivision hereof. The words, terms and phrases defined herein and any pronoun used herein shall include the singular, plural and all genders. The word "and" shall be construed as a coordinating conjunction unless the context clearly indicates otherwise.

1.04. Accounting terms; Money. All accounting terms not otherwise defined herein shall have the meanings assigned to them under generally accepted accounting principles unless specifically referenced to regulatory accounting principles. All references to "\$" or dollars is to United States dollars.

1.05. Calculations of time lapse or passage; Action required on holidays. When a provision of this Agreement requires or provides for the calculation of the lapse or passage of a time period, such period shall be calculated by treating the event which starts the lapse of passage as zero; provided, that this provision shall not apply to any provision which specifies a certain day for action or payment, e.g. the first day of each calendar month. Unless otherwise provided, the term "month" shall mean a period of thirty days and the term "year" shall mean a period of 360 days, except that the terms "calendar month" and "calendar year" shall mean the actual

calendar period indicated. If any day on which action is required to be taken or payment is required to be made under this Agreement is not a Business day (Business day being a day on which national banks are open for business where the actor or payor is located), then such action or payment shall be taken or made on the next succeeding Business Day.

1.06. Use of titles, headings and captions. The titles, heading and captions of articles, sections, paragraphs and other subdivisions contained herein are for the purpose of convenience only and are not intended to define or limit the contents of said articles, sections, paragraphs and other subdivisions.

1.07. Escrow Agent. In conjunction with the transactions contemplated herein, the Parties acknowledge and agree that Craig A. Huffman, Esquire, shall serve as escrow agent for the transactions described herein as necessary, pursuant to the terms of an Escrow Agreement (the "Escrow Agreement"), a copy of which is attached hereto as Exhibit A, which shall be executed by Seller, Buyer and Escrow Agent simultaneously with the mutual execution of this Agreement.

## ARTICLE 2

### PURCHASE AND TERMS

2. Sale and Purchase of Shares. Subject to the terms and conditions of this Agreement, at the Closing, the Sellers hereby agree to sell to Buyer and Buyer agrees to purchase from the Sellers the Shares of eFUEL and I-NEX for agreement for the following:

- a) Buyer shall purchase and Seller shall sell to Buyer the non-dilutable Preferred Series A Shares, which is approximately one hundred fifty million (150,000,000) Preferred Shares, of eFUEL EFN, Corp. now held by the Seller. Such Shares shall be delivered at the closing or within five days thereof to the transfer agent with appropriate instructions for re-titling of that portion of the Shares. Said Shares to be held in Trust/Escrow until all terms of this agreement are completed in full at which time said Shares shall be delivered to Buyer.
- b) Seller shall also transfer to Purchaser upon a payment to Seller of twenty-five thousand (\$25,000) dollars, three hundred (300,000,000) million additional Common Shares of eFUEL said Shares dated prior to 12/31/2010.
- c) Seller shall also transfer to Purchaser thirty percent (30%) of the INEX Solutions, Inc. shares, upon completion of all parts of this Agreement and completion of all of the terms of a second consulting agreement to be executed on January 19, 2011.
- d) Buyer agrees that in part this purchase is being done in order to obtain controlling interest in eFUEL. AS inducement for this purchase, Seller has shown, and it is of record in the books of eFUEL an amount of debt due under the agreements for services of the Seller agrees to forgive such debt, in exchange for (a) a one time payment of Twenty Thousand (\$20,000) dollars . Payment due upon the closing date set forth herein of this agreement. (b) two thousand five hundred dollars (\$2,500) paid the first of each month for a period of twenty four (24) months and (c) payment of five Hundred (\$500) dollars per

month for consulting, legal and accounting services under the separate services agreement for a period of twenty four (24) months starting January 19, 2011, a copy of which is attached hereto.

- e) Seller agrees to provide Buyer with eFUEL EFN, Corp tax returns and/or information to file the past two years and Form 4 and Form K-8.
- f) The execution date of this Securities Purchase and Interest Agreement shall be December 20, 2010 with a payment of seventy-five hundred (\$7,500) dollars. The closing date of this Securities Purchase and Interest Agreement shall be January 19, 2011.

2.02. Non-Dilution of Shares Remaining. Whereas the purchase of the Preferred shares of eFUEL will result in a change of control of eFUEL EFN due to the control amount of voting control, the Buyer as the new control party of eFUEL EFN hereby guarantees to Seller, that the remaining portion of zero percent (0%) of the Preferred Series A shares which is zero (0) shares, of eFUEL EFN, Corp. shall be kept at the same level of control in Preferred shares of such class as to keep equal such ownership. Such position of the Seller shall remain as not being subject to dilution of such interest, no matter of any share division or future issuances which shall occur after the purchase. Any additional shares needed to be issued to the Seller to keep the percentage interest shall be issued within thirty (30) days of notice to the Buyer or management of eFUEL of the need for issuances to keep at the level of percentage. This portion of the agreement shall be enforceable by immediate injunctive relief being filed by the Seller in the jurisdiction under this agreement. No preferred shares are available as EAFN holds all Preferred Shares.

2.03. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on or before January 19, 2011 or such other date as the Parties shall mutually agree (the "Closing Date"). On the Closing Date, upon signed written instructions from Sellers and Buyer, such shares shall be delivered in certificate form to the Buyer, or if electronically transferred, shall be transmitted via DWAC/DRS or journal entry of the account designated by Buyer from an account held by the Seller. Notwithstanding the foregoing, subsequent to the Closing, the Seller shall make available to Buyer all necessary documents regarding the acquisition of the shares, all opinion letters, shareholder representation letters, promissory notes, warrant agreements, option agreements, or any other documents related to the Buyer's acquisition of the shares. At closing, the Buyer shall deliver certified or wired funds in a form agreeable to the Seller to the following address or account:

2.03. a.1. REPRESENTATION AND WARRANTIES OF THE SELLERS

The Seller hereby represents and warrants to Buyer that now and as of the Closing:

- a. The Seller is owner of the eFUEL EFN, Corp. Preferred Series A shares being sold to the Buyer. The Seller is not aware of any non-public material adverse information about the Company. To the Seller's knowledge, they understand Rule 405 defines a shell company as one having (a) no or nominal operations and either (i) no or nominal assets; (ii) assets consisting solely of cash and cash equivalents; or (iii) assets consisting of any amount of cash and cash equivalents and nominal other assets.

- b. Seller either as an officer of the Company has personal knowledge that the Company has never been a shell company as defined by Rule 405. Full consideration for the Securities was by the Seller at the time of the acquisition.

2.03. a.2. REPRESENTATION AND WARRANTIES OF THE BUYER

The Buyer makes the representation and warrants to the Seller that they:

- a. Have the immediate financial ability to carry out the portions of the payments due to the Seller.
- b. Buyer is a legally entitled entity to operate in the State of Florida, and is unaware of any material adverse Information which would impinge upon its abilities to run a public company.
- c. All funds paid to the Seller will be derived from lawful sources and shall be free of any superior claims of any kind.

2.04. Obligation of Sellers to Indemnify. Sellers agree to indemnify, defend and hold harmless Buyer (and their directors, officers, employees, affiliates, stockholders, debenture holders, agents, attorneys, successors and assigns) from and against all losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") based upon, arising out of or otherwise in respect of any (i) inaccuracy in any representation or warranty of the Sellers contained in this Agreement or (ii) breach by the Sellers of any covenant or agreement contained in this Agreement.

2.04. a.1. Obligation of Buyer to Indemnify. Buyer agrees to indemnify, defend and hold harmless Sellers (and their directors, officers, employees, affiliates, stockholders, debenture holders, agents, attorneys, successors and assigns) from and against all losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") based upon, arising out of or otherwise in respect of any (i) inaccuracy in any representation or warranty of the Sellers contained in this Agreement or (ii) breach by the Sellers of any covenant or agreement contained in this Agreement.

2.04. a.2. Notice and Opportunity to Defend. (a) Promptly after receipt by any person entitled to indemnity under this agreement (an "Indemnatee") of notice of any demand, claim or circumstance which, with the lapse of time, would or might give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "Asserted Liability") that may result in a Loss, the Indemnatee shall give notice thereof (the "Claims Notice") to all other party (or parties) to this agreement.

**MISCELLANEOUS**

2.05. Survival of Representations, Warranties and Agreements. All representations warranties and statements made by a Party in this Agreement or in any document or certificate delivered pursuant hereto shall survive the Closing Date. Each of the Parties hereto is executing and carrying out the provisions of this Agreement in reliance upon the representations, warranties and covenants and agreements contained in this Agreement or at the Closing of the transactions herein provided for and not upon any investigation which it might have made or

any representation, warranty, agreement, promise or information, written or oral, made by the other Party or any other person other than as specifically set forth herein.

2.06. Further Assurances. If, at any time after the Closing, the Parties hereby mutually agree that any further deeds, assignments or assurances in law or any other things are necessary, desirable or proper to complete the transactions contemplated hereby in accordance with the terms of this Agreement or to vest, perfect or confirm, of record or otherwise, the title to any property or rights of the Parties hereto, the Parties agree that their proper officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights and otherwise to carry out the purpose of this Agreement, and that the proper officers and directors the Parties are fully authorized to take any and all such action.

2.07. Notice. All communications, notices, requests, consents or demands given or required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to, or received by prepaid registered or certified mail or recognized overnight courier addressed to, or upon receipt of a facsimile sent to, the Party for whom intended, as follows, or to such other address or facsimile number as may be furnished by the party by notice in the manner provided herein:

If to the Sellers:

If to the Buyers:

With a Copy to:

2.08. Entire Agreement. This Agreement, the Exhibits and Schedules hereto and any instruments and agreements to be executed pursuant to this Agreement, set forth the entire understanding of the Parties hereto with respect to its subject matter, merges and supersedes all prior and contemporaneous understandings with respect to its subject matter and may not be waived or modified, in whole or in part, except by a writing signed by each of the Parties hereto. No waiver of the same or any other provision in any other instance. Failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under such provision.

2.09. Successors and Assigns. This Agreement shall be binding upon, enforceable against and inure to the benefit of, the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns, and nothing herein is intended to confer any right, remedy or benefit upon any other person. This Agreement may not be assigned by the Sellers except with the prior written consent of the Buyer. This Agreement and all of the obligations of the Sellers may be assigned by the Buyer without the prior notice to the Sellers or written consent of the Sellers and upon assignment, all of the rights and obligations of Buyer shall be the rights and obligations for the Buyer' designated assignee.

2.10. Hold Harmless. Buyer shall hold harmless and indemnify all former and present Officers and Directors and employees of eFUEL EFN, Corp.

2.11. Governing Law and Jurisdiction. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Florida, USA that are applicable to agreements made and fully to be



performed in such state, without giving effect to conflicts of law principles. Exclusive jurisdiction over this agreement shall exist in the Circuit Court, in Hillsborough County, Florida.

2.12. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred therein, in addition to any other relief to which it or they may be entitled.

2.13. Independent Advice. Each party executing this Agreement acknowledges and agrees that such person:

- a) Has been advised to retain independent legal, tax, and accounting advice of their own choosing for purposes of representing their individual interests with respect to the subject matter hereof;
- b) Has been given reasonable time and opportunity to obtain such advice; and
- c) Has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at his or her own expense.

2.14. Construction. Heading contained in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. References herein to Articles, Sections and Exhibits are to the articles, sections and exhibits respectively, of this Agreement. The Schedules hereto are hereby incorporated herein by reference and made a part of this Agreement. As used herein, the singular includes the plural, and the masculine, feminine and neuter gender each includes the others where the context so indicates.

2.15. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be interpreted and enforceable as if such provision were severed or limited, but only to the extent necessary to render such provision and this Agreement enforceable.

2.16. Confidentiality Public Disclosure. Each of the parties hereto hereby agrees that the information obtained pursuant to the negotiation and execution of this Agreement shall be treated as confidential and not be disclosed to third parties who are not agents of one of the Parties to this Agreement.

2.17. Notification of Certain Matters. Each Party shall give prompt notice to the other of (i) the occurrence or non-occurrence of any event, the occurrence or non-occurrence of which is likely to cause any representation or warranty of such party contained in this Agreement to be untrue or inaccurate and (ii) any failure of such Party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section shall not limit or otherwise affect any remedies available to the Party receiving such notice. Further, disclosure pursuant to this Section shall not be deemed to amend or supplement the Schedules hereto or prevent or cure any misrepresentations, breach of warranty or breach of covenant.

2.18. Currency. The parties hereto agree that all monetary amounts set forth herein are referenced in United States Dollars, unless otherwise stated.

2.19. Counterparts. This Agreement may be executed in counterparts and by facsimile signatures. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof. All such counterparts shall together constitute one and the same instrument.

2.20. Federal income tax treatment. At or before the Closing Date, the parties shall agree on the value of each of the assets purchased and/or sold, as set forth in Schedule "A", for federal income tax purposes.

2.21. Press releases. No party will issue a press release regarding the subject matter of this Agreement and the transaction contemplated hereby, before closing, without the prior approval thereof by the other party.

2.22. Transaction Cost. EAFN shall pay all costs and expenses, in connection with this Agreement and the transaction contemplated herein. Such costs shall include costs of transfer agent fees for the transaction costs of the Preferred Shares. EAFN shall pay the legal costs incurred to counsel, Craig A. Huffman, Esquire, of \$2,500 for preparation and services rendered in this transaction.

2.23. Waiver of conditions. Notwithstanding any section to the contrary, any condition to the Closing which is to the benefit of any party and which is not satisfied prior to or at the Closing will be deemed to be waived by the benefited party or otherwise satisfied and waived by virtue of that party executing the Closing Memorandum, except to the extent any such unsatisfied or unperformed condition is expressed preserved by listing it in the Closing Memorandum for satisfaction or performance after the closing.

2.24. Further assurances. At any time and from time to time after the Closing, at the reasonable request of any party and without further consideration, any other party (ies) shall execute and deliver such other instruments and documents as such requesting party may deem reasonably desirable or necessary to complete and confirm the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date first set forth above.

SELLER:

Joseph P. Cillo

Date: 12/20/10

Witness: Frank Pinizzotto

BUYER:

Slavoljub Stefanovic

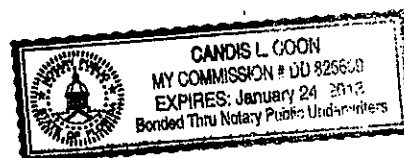
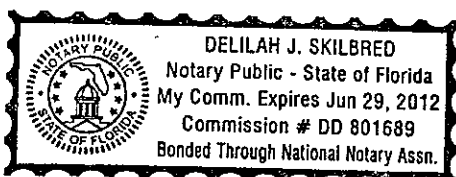
Date: 12/20/2010

Witness:

Candis Coon

Notary

Date: 12/23/10



# **eFUEL EFN, Corp.**

## **Consulting and Services Agreement**

**THIS CONSULTING AGREEMENT** made this 19 January, 2011 by and between;

**JOSEPH P. CILLO ("Cillo") and eFUEL EFN, Corp. ("eFUEL")**

**WHEREAS**, eFUEL EFN desires to have the continued services of Joseph Cillo for purposes of continued accounting, update of current public information on OTC Markets (Pinksheets), and necessary legal work to keep such information on OTC Markets updated.

### **AGREEMENT**

#### **1. Appointment**

EFUEL hereby appoints and engages CILLO as a consultant for the specific reasons continued accounting, update of current public information on OTC Markets (Pinksheets), and necessary legal work to keep such information on OTC Markets updated.

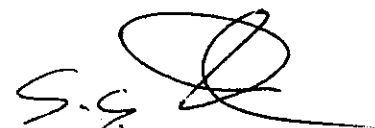
#### **2. Term of Agreement**

For a period of twenty four (24) months, eFUEL shall pay Cillo the sum of \$2,500 for his services, and shall pay a cost of \$500 per month for legal and accounting purposes cost defrayment for the same period of time. Such payments shall be due on the first of each month beginning on February 1, 2011. This agreement shall become effective upon execution hereof and shall continue thereafter and remain in effect. The agreement and relationship is not exclusive on either party, and CILLO is not exclusive to eFUEL. Such

#### **3. Duties of EFUEL**

a. EFUEL shall supply CILLO, on a regular and timely basis with all approved data and information about EFUEL, its technology, its management, its products, its business plan, financial projections and its operations and EFUEL shall be responsible for advising CILLO of any facts which would affect the accuracy of any prior data and information previously supplied to CILLO so that CILLO may take corrective action.

b. In that CILLO relies on the information provided by EFUEL for a substantial part of its preparations and such reports, EFUEL must represent the said information is neither false nor misleading, and agrees to hold harmless and indemnify CILLO for any breach of these representations and covenants; and EFUEL agrees to hold harmless and indemnify CILLO for any claims relating to the purchase and/or sale of EFUEL securities occurring out of, or in connection with, CILLO's relationship with EFUEL, including without limitation, reasonable attorneys' fees and other cost arising out of any such claims. With the foregoing being said, CILLO shall not misrepresent any technological feasible



element of EFUEL's technology, potentials of its business plan or projections, or any material aspect of EFUEL's potential. As such CILLO indemnifies EFUEL from and misrepresentation as set forth below.

#### **4. CILLO As An Independent Contractor**

CILLO shall provide said services as an independent contractor, and not as an employee of EFUEL or of any company affiliated with EFUEL. CILLO has no authority to bind EFUEL or any affiliate of EFUEL to any legal action, contract, agreement, or purchase, and such action can not be construed to be made in good faith or with the acceptance of EFUEL; thereby becoming the sole responsibility of CILLO.

CILLO is not entitled to any medical coverage, life insurance, savings plans, health insurance, or any and all other benefits afforded EFUEL employees. CILLO shall be solely responsible for any Federal, State, or Local Taxes, and should EFUEL for any reason be required to pay taxes at a later date, CILLO shall reassure such payment is made by CILLO, and not by EFUEL. CILLO shall be responsible for all workers compensation payments and herein holds EFUEL harmless for any and all such payments and responsibilities related hereto.

#### **5. Inside Information—Securities Violations**

In the course of the performance of this agreement it is expected that specific sensitive information concerning the operations of EFUEL's business, and/or affiliate companies shall come to the attention and knowledge of CILLO. In such event CILLO will not divulge, discuss, or otherwise reveal such information to any third parties.

#### **6. 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.

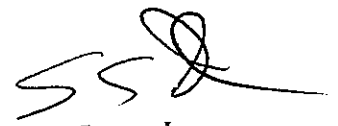
#### **7. Severability**

If any provision of the agreement shall be held to be contrary to law, invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the agreement is contrary to law, invalid or unenforceable and that limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### **8. Termination of Agreement**

This consulting agreement may not be terminated by either party prior to the expiration of the term provided in Paragraph 4 above except as follows: a. Upon the bankruptcy or liquidation of the other party, whether voluntary or involuntary, b. Upon the other party taking the benefit of any insolvency law and/or c. Upon the other party having or applying for receiver appointed for either party.

If any termination occurs, CILLO shall be owed for a period of one year after the termination, any

A handwritten signature in black ink, appearing to be 'SSD' followed by a stylized flourish.

compensation which is developed or appreciated by EFUEL due to the previously defined efforts of CILLO.

#### **9. Attorney Fees**

In the event either party is in default of the terms or conditions of this Consulting Agreement and legal action is initiated or suit be entered as a result of such default, the prevailing party shall be entitled to recover all cost incurred as a result of such default including all cost, reasonable attorney fees, expenses and court cost through trial, appeal and to final disposition.

#### **10. Parent and Subsidiary Companies or Entities**

This Consulting Agreement applies to all parent or subsidiary companies or entities of EFUEL.

#### **11. Enurement**

This Consulting Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, assigns and any addenda's attached hereto.

#### **12. 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 in Hillsborough County, Florida shall have jurisdiction. If any provision of this consulting agreement is declared void, such provision shall be deemed severed from this agreement, which shall otherwise remain in full force and effect.

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

For and in behalf of:  
**EFUEL**

For and in behalf of:  
**JOSEPH CILLO**

  
**SLAVOLJUB STEFANOVIC**  
**CHAIRMAN**

  
**JOSEPH P. CILLO**

## Amendment to the Securities Purchase and Interest Agreement

This is the Amendment to be added to the existing Securities Purchase and Interest Agreement as of January 20, 2011, between Euro-American Finance Network, Inc. and Joseph Cillo. This Amendment is being added to the original agreement on July 25, 2011. 198 SS.

In reference to correct the amount on the Preferred "A" shares which were not disclosed at the time of the original Purchase Agreement, the parties agree to settle this dispute in reference to the 100,000,000 (one hundred million) Preferred "A" shares with this additional Amendment to the Agreement as follows:

- 1) Joseph Cillo will transfer upon final payment to seller, 95,000,000 (ninety-five million) Preferred "A" Shares. One (1) Preferred Share is the equivalent of ten (10) Common Shares of eFUEL EFN, Corp., to the Euro-American Finance Network, Inc.
- 2) Euro-American Finance Network, Inc., as of July 22, 2011, will have 245,000,000 (two hundred forty-five million) Preferred "A" Shares which will be held in the escrow account at the Transfer Agent of Clear Trust, LLC. Such Shares will be fully released upon payment of the final payment to Seller under the Securities Purchase and Interest Agreement, a copy of which is attached hereto as Exhibit A. The release of 245,000,000 (two hundred forty-five million) Shares shall occur upon notification by the Seller and Buyer of the last payment to Seller and confirmation to the Transfer Agent. At all time the Buyer shall have full voting control over Preferred "A" Shares in matter of governing the eFUEL EFN, Corporation.
- 3) Joseph Cillo will keep 5,000,000 (five million) Preferred "A" Shares, his voting power will be assigned to the Euro-American Finance Network, Inc.
- 4) Joseph Cillo will receive six (6) months extension making the final payment to Cillo due July 2014, to eFUEL EFN, Corp. Consulting Agreement with monthly payments of \$3,000.00 (three thousand) U.S. dollars. 3 off SS.

This document is an amendment to the existing Securities Purchase and Interest Agreement of January 20, 2011, a copy of which is attached hereto as exhibit A, and it is enforceable according to the laws of State of Florida, USA. 198 SS.

Joseph Cillo  
Signature

7/25/11  
Date

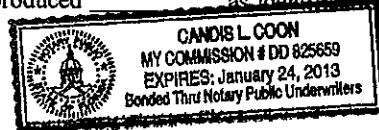
Frank Pinizzotto  
Witness: Print & Sign Name

FRANK PINIZZOTTO

State of FL County of Hillsborough The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July 2011 by Joseph Cillo only who is personally known to me or who has produced as identification and who did not take an oath.

Candis L Coon  
Signature of Notary

My Commission Expires:



Ljubica Stefanovic  
Signature

July 28-2011  
Date

Thomas Burns

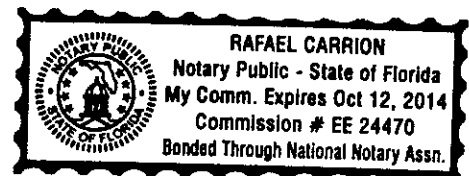
Thomas Burns

Witness: Print & Sign Name

State of FL County of Sumter The foregoing instrument was acknowledged before me this 28 day of July 2011 by Ljubica Stefanovic, who is personally known to me or who has produced FL ID as identification and who did not take an oath.

[Signature]  
Signature of Notary

My Commission Expires:



**Return Recorded Document to:**  
**1212 S. Main St. Recorded Document to:**  
**EFUEL EFN, CORP**  
**Wildwood, Fl 34785Return**

## **WARANTY DEED**

**STATE OF GEORGIA**

**COUNTY OF WILCOX**

THIS INDENTURE, made the 21 day of DECEMBER 2011 , between **Slavoljub Stefanovic** of the County of Lake, and the State of Florida, as Parties of the First Part, hereinafter called Grantor, and **eFUEL EFN, CORP.** and **Ljubica Stefanovic** of the County of Sumter and the State of Florida, as Party of the Second Part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the Exchange of shares of **PREFERRED "A"** stock of the **eFUEL EFN, CORP.**, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do grant, bargain, sell alien, convey and confirm unto the said Grantee,

All those certain tracts or parcels of land containing 188,44 acres lying and being in the Eighth(8<sup>th</sup>) Land District of Wilcox County, Georgia, being described as Tract No. 1 containing 33.86 acres situate in Lot of Land No. 182, Tract No. 2 containing 63,74 acres situate in Lots of Land Nos. 181 and 182, and Tract No. 3 containing 90.84 acres situate in Lot of Land No. 180, all as shown and designated in Plat of Survey prepared by Freddie J. Hattaway of Southern Surveying Associates, dated May 15, 1998, filed and recorded on March 17, 2000. in the clerk's office, Wilcox Superior Court, in Book 7, at page 85, which plat is incorporated herein by reference,

and being the same property as conveyed by that certain Limited Warranty Deed executed by Planters Bank and Pineview State Bank, to William and K. White and Terresa White, dated February 5, 1998, filed and recorded in the clerk's office, Wilcox Superior Court, in Deed Record 176, at pages 193-194; said tracts of real estate being bounded as follows: on the north by property of Virginia Martin, by property of Mary Helms, by property of Clark Wade Helms and Susan Smith, and by property of Charlie McGlamry; on the south by property Henry Clay Mauldin, by property of J. David Brown, et al., by property of Mark Brown, by property of Curtis Brown by property of Henry Brown, and by property of Sam and Clara Powell; on the east by property of Curtis Tius Tiller and by property of L. O. Peebles Estate; and on the west by property of Monica Dominey, by lands of Sam and Clara Powell, and by property of J. David Brown et al;

The encroachment shown on the east property line of Land Lot 182, as shown and designated in Plat of Survey prepared by Freddie J. Hattaway of Southern Surveying Associates, dated May 15, 1998, filed and recorded on March 17, 2000, in the clerk's office, Wilcox Superior Court, in Book 7, at page 85, is extinguished by Quitclaim Deed executed by L. O. Peebles, Jr., and Tena Lynn Peebles as Co-Executors of the Estate of L. O. Peebles, Sr., to William K. White and Terresa White, dated 28th day of June, 2005, filed and recorded in the clerk's office, Wilcox Superior Court, in Deed Book 237, at pages 321-322, said encroachment being described as that portion of Tract 1 shown as having an encroachment by designation of "encroaching line of possession" consisting of 76.63 feet along the north line of Land Lot No. 182, 8<sup>th</sup> Land District, Wilcox County, Georgia, all as shown on Plat of Survey prepared by Freddie J. Hattaway of Southern Surveying Associates for William K. White, MD, dated May 15, 1998, recorded in clerk's office, Wilcox Superior Court, in Book 7, at page 85, which plat is incorporated herein by reference.

Subject to existing easements for public roads and utilities now in use.

**TO HAVE AND HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

**AND THE SAID** Grantors will warrant and forever defend the



right and title to the above described property unto the said Grantee against the claims of all person whomsoever.

**IN WITNESS WHEREOF**, Grantor have signed and sealed this deed, the day and year first above written.

**Grantor:**

**Witness:**

Slavoljub Stefanovic

Print Name

SLAVOLJUB STEFANOVIC

LjUBICA STEFANOVIĆ

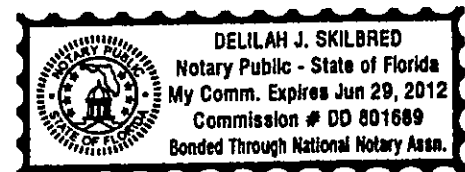
Print Name

Signature

Signature

Notary stamp

State of Florida  
County of Sumter  
On this 21 day of December 2011  
before me personally appeared  
Slavoljub Stefanovic  
to me known to be the person who executed the  
foregoing instrument, and acknowledged that he  
executed the same as his free act and deed.  
SEAL (signed) Delilah J. Skilbred  
NOTARY PUBLIC




**AMENDMENT  
TO THE  
PURCHASE AGREEMENT  
BETWEEN  
SLAVOLJUB STEFANOVIC  
AND  
EFUEL EFN CORP**

This Purchase Agreement, hereinafter referred to as "Agreement", is executed on the 13<sup>th</sup> day of July, 2012, by and between Slavoljub Stefanovic, 6624 Woody Court Leesburg, Florida 34748, hereinafter referred to as "Seller", and Efuel EFN Corp, having its principal office of business at 1212 South Main Street, Wildwood, Florida 34785, hereinafter referred to as "Buyer".

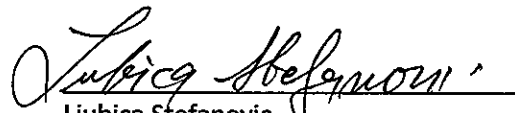
**TERMS & CONDITIONS:**

The Seller and Buyer hereby agree that the Seller has the right to redeem shares for the 188 acres of land located in Georgia, 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 untradeable.

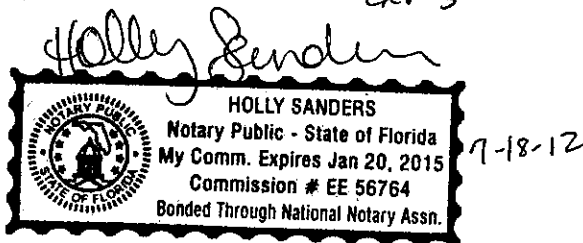
**SELLER:**

  
Slavoljub Stefanovic

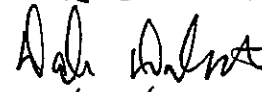
**BUYER: Efuel EFN Corp**

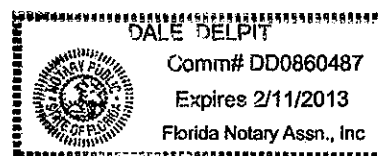
  
Ljubica Stefanovic  
President

S315780511870 FLDL  
EXP 5-27-18



FLDL S315-520-50-526-0

  
07/17/2012



000'002'6" 1# LBNX3

McDUFFIE PROPERTY  
NOW OF FORMERLY

CHARLE McCLANRY PROPERTY

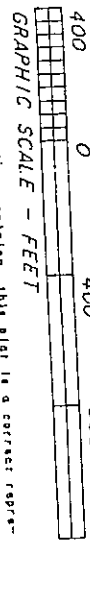
SURVEY FOR:  
**WILLIAM K. WHITE, MD**

**SOUTHERN SURVEYING ASSOCIATES**  
RONNY BARRON  
AT. 1, MILAN GA. 31060  
PH. (912) 933-2340

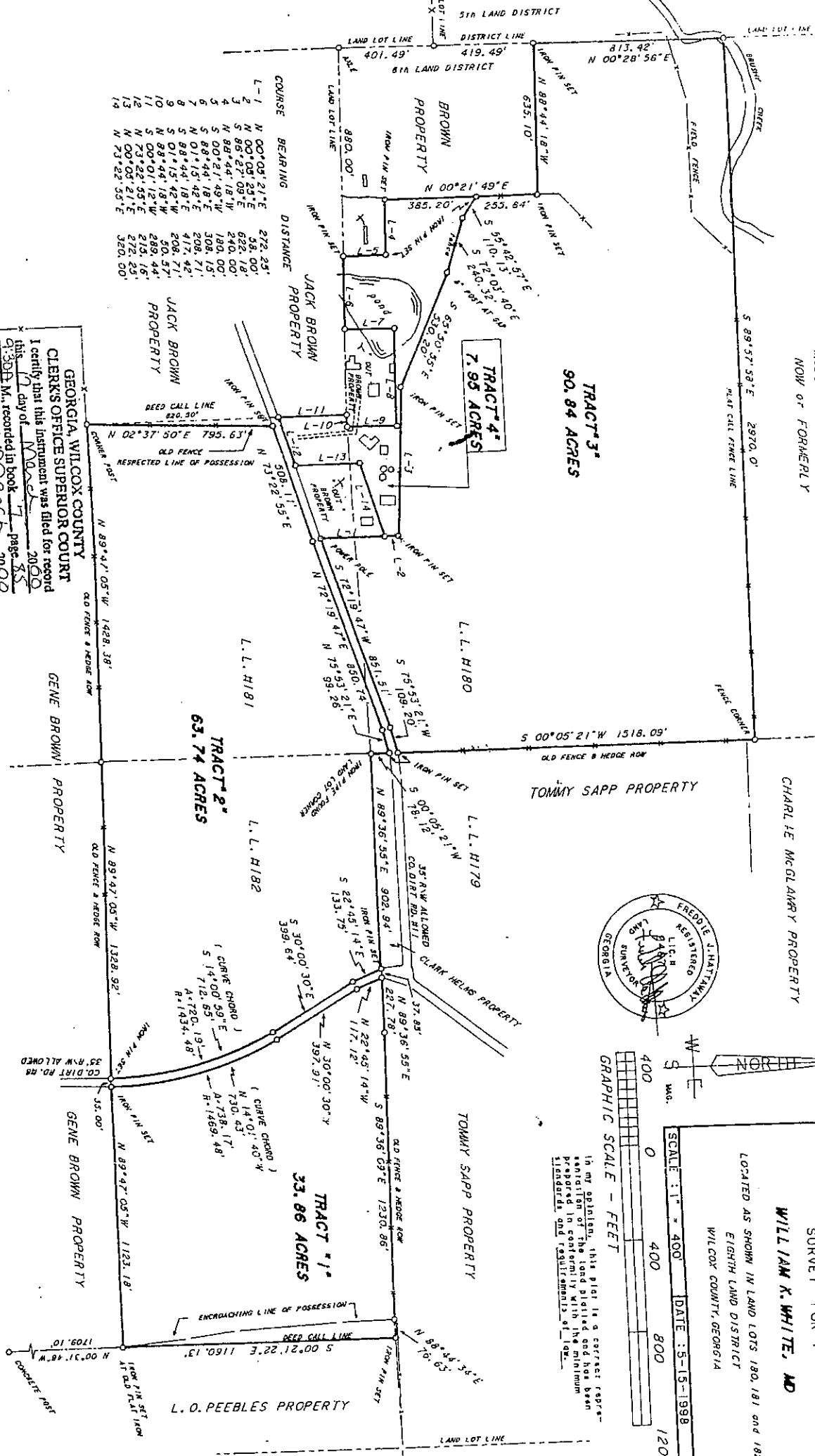
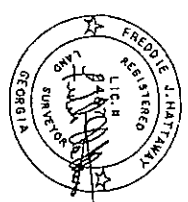
FREDDIE HATTAWAY  
AT. 1, RHINE GA. 31077  
PH. (912) 385-9948

LOCATED AS SHOWN IN LAND LOTS 180, 181 AND 182  
EIGHTH LAND DISTRICT  
WILCOX COUNTY, GEORGIA

SCALE: 1" = 400' DATE: 5-15-1998



In my opinion, this plat is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of the State of Georgia.



COURSE	BEARING	DISTANCE
L-1	N 00°05'21"E	272.23'
2	N 00°05'21"E	358.00'
3	N 00°05'21"E	622.18'
4	N 00°05'21"E	240.00'
5	N 00°05'21"E	180.00'
6	N 00°05'21"E	308.15'
7	N 00°05'21"E	208.71'
8	N 00°05'21"E	417.42'
9	N 00°05'21"E	208.71'
10	N 00°05'21"E	50.57'
11	N 00°05'21"E	289.44'
12	N 00°05'21"E	215.16'
13	N 00°05'21"E	272.25'
14	N 00°05'21"E	320.00'

GEORGIA, WILCOX COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
I certify that this instrument was filed for record  
this 17 day of May 2000  
9:30A.M., recorded in book 1 page 35  
this 17 day of May 2000  
Clerk, S.C.

STRUCTURES SHOWN REPRESENT HOUSES, MOBILE HOMES,  
SHELTERS, BARN AND GRAIN BINS.  
A - CURVE ARC DISTANCE  
R - CURVE RADIUS  
SURVEY CONDUCTED WITH TOPCON TOTAL STATION THEODOLITE

## BILL OF SALE

This Bill of Sale agreement is made and effective on December 26, 2011.

**Between:** Slavoljub Stefanovic and Orange Shop located at US 301 and Turnpike (the Seller) Business organized and existing under the laws of the State of Florida.

**And:** eFUEL EFN, (CORP)RATION located at 1212 S. Main Street Suite B (the Buyer) the corporation existing under the laws of the State of Florida.

The parties agree as follows:

The seller exchanging business Orange Shop for Preferred "A" shares of eFUEL EFN, CORPORATION, receipt of which is acknowledged, does well grant, convey, transfer and assign to the buyer its successors and assigns all rights to Citrus Product Business (Orange Shop) located in Wildwood, Sumter county Florida.

To have and hold to Buyer, its successors and assigns, forever.

And, buyer, in further consideration of the transfer and assignment, agrees to assume and pay the liabilities of Seller, if any.

And, the seller for itself, its successors and assigns, covenants and agrees to warrants that said goods are free and clear of all encumbrances, that it has full right and title to sell the same, and that it will warrant and defend the same against the claims and demands of all persons.

It is hereby noted that eFUEL EFN, CORP. will sell its product to the public.

The Seller make no warranties sales of goods.

Dated this 9 day of 4 (April), 2012.

Seller Name: (Printed)

SLAVOLJUB STEFANOVIC

Buyer Name: (Printed)

LJUBICA STEFANOVIC

Seller Signature:

[Signature]

Buyer Signature:

[Signature]

State of Florida  
County of Sumter  
On this 9 day of April 2012  
before me personally appeared  
Slavoljub + Ljubica Stefanovic  
to me known to be the person who executed the  
foregoing instrument and acknowledged that he  
executed the same as his free act and deed.  
SEAL (signed) [Signature]  
NOTARY PUBLIC



**BUSINESS PURCHASE AGREEMENT****BETWEEN****CHEROKEE TRADING POST, INC (EAFN)****AND****EFUEL EFN CORP**

This Business Agreement, hereinafter referred to as "Agreement", is executed on the 11<sup>th</sup> day of April, 2012, by and between Cherokee Trading Post, Inc (EAFN), having its principal office of business at 1212 South Main Street, Suite B, Wildwood, Florida 34785, hereinafter referred to as "Seller", and Efuel EFN Corp, having its principal office of business at 1212 South Main Street, Wildwood, Florida 34785, hereinafter referred to as "Buyer".

**WITNESSETH:**

WHEREAS, Seller is the owner of business known as Cherokee Trading Post, a retail business selling Native American arts and crafts and Florida souvenirs, located at 1212 South Main Street, Wildwood, Florida 34785.

WHEREAS, Seller desires to sell the Business to Buyer, and Buyer desires to purchase the Business from Seller.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the Seller agrees to sell, and the Buyer agrees to buy the Business upon the following terms and conditions.

1. **Description of Business** The Business is a retail business selling Native American arts and crafts and Florida souvenirs. The Business includes the following: All inventory, business permits and licenses, equipment and fixtures, goodwill, tradename, website, and merchant numbers. Both parties agree that Buyer shall assume business nunc pro tunc January 1, 2012.

2. **Purchase Price and Method of Payment** Buyer shall pay and Seller shall accept the purchase price for the Business as follows:

**CONSIDERATION** As total consideration for the purchase and sale of the Business (including its tangible and intangible assets as described above), the Buyer shall pay to the Seller two million DOLLARS (\$2,000,000.00) and such total consideration to be referred to in the Agreement as the "Purchase Price".

The Purchase Price is allocated as follows:

- Inventory \$2,846,843.45
- Fixtures & Equipment \$25,000.00
- Goodwill, Tradename & Other Tangible Assets 150,000.00

- Permits & Licenses \$ 2,930.00
- **TOTAL \$3,024,773.45**

**PAYMENT** Buyer agrees to pay the entire amount at closing in the form of Preferred A Shares. Concurrent with the execution of this Agreement, Buyer shall deliver to Seller at time of closing an Efuel EFN Corp Stock Certificate for Two Hundred Million (200,000,000) Preferred A shares, valued at \$0.01, (herein referred to as "Shares") totaling two million DOLLARS (\$2,000,000.00). In the event that the closing does not occur, Buyers Shares should be returned to buyer.

3. Closing Closing is the date and time at which parties agree to finalize this transaction. The closing date is designation as the 15<sup>th</sup> of April, 2012, provided there are no unforeseen delays. Time is of the essence, and in no event shall closing be later than 0 calendar days after designated closing date, unless an extension is agreed upon in writing between the Buyer and the Seller.

4. Indemnification Buyer shall indemnify and hold Seller harmless for any and all liabilities and obligations arising from Buyer's operation of the business after the Closing. Similarly, Seller shall indemnify and hold Buyer harmless from any and all liabilities and obligations arising from Seller's operation of the business prior to the Closing.

5. Notices All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid to Seller, Buyer, or to such other address as such party shall have specified by notice in writing to the other party.

6. Amendments This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto all on the date and year first above written

SELLER: CHEROKEE TRADING POST, INC

BUYER: EFUEL EFN CORP

X

*Alexandra Stefanovic-Mundt*  
Alexandra Stefanovic-Mundt  
CEO

X

*Ljubica Stefanovic*  
Ljubica Stefanovic  
President

**Euro-American Finance Network, INC**  
1212 South Maine St.  
Wildwood, FL 34785  
Website: [www.EAFNINC.com](http://www.EAFNINC.com)

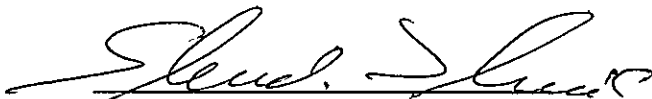
**AMENDMENT**  
**TO THE**  
**BUSINESS PURCHASE AGREEMENT**  
**BETWEEN**  
**CHEROKEE TRADING POST, INC (EAFN)**  
**AND**  
**EFUEL EFN CORP**

This Business Agreement, hereinafter referred to as "Agreement", is executed on the 13<sup>th</sup> day of July, 2012, by and between Cherokee Trading Post, Inc (Euro-American Finance Network, Inc), having its principal office of business at 1212 South Main Street, Suite B, Wildwood, Florida 34785, hereinafter referred to as "Seller", and Efuel EFN Corp, having its principal office of business at 1212 South Main Street, Wildwood, Florida 34785, hereinafter referred to as "Buyer".

**TERMS & CONDITIONS:**

The Seller and Buyer hereby agree that Cherokee Trading Post, INC (Euro-American Finance Network, Inc) has the right to redeem shares for the 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 untradeable.

**SELLER: Cherokee Trading Post Inc**



Slavoljub Stefanovic  
President of Cherokee Trading Post Inc

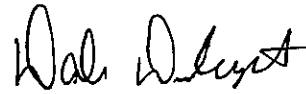
**BUYER: Efuel EFN Corp**



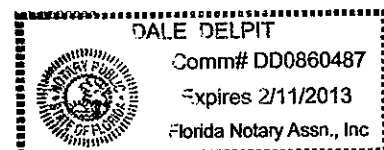
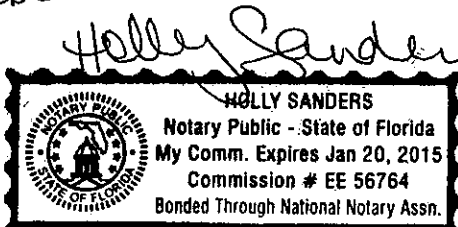
Ljubica Stefanovic  
President of Efuel EFN Corp

Alexandra Stefanovic-Mundt  
CEO of Euro-American Finance Network, Inc

FDL 5315-520-50-526-0

  
07/17/2012

FDL 5315780511870 Exp 5-27-18



STERANOVIC, SLAVOLJUB  
(352) 748-1523

CITY OF WILDWOOD  
**BUSINESS REGISTRATION**

No. 55

100 N Main Street, Wildwood, FL 34785

Permit Year October 1, 2012 to September 30, 2013

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

Issued to: CHEROKEE TRADING POST  
STERANOVIC, SLAVOLJUB  
1212 SOUTH MAIN STREET  
WILDWOOD FL 34785

POST IN CONSPICUOUS LOCATION IN VIEW OF CUSTOMERS

AUTHORIZED SIGNATURE



STERANOVIC, SLAVOLJUB  
(352) 748-1523

CITY OF WILDWOOD  
**BUSINESS REGISTRATION**

No. 54

100 N Main Street, Wildwood, FL 34785

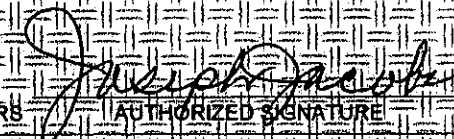
Permit Year October 1, 2012 to September 30, 2013

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

Issued to: CHEROKEE TRADING POST  
STERANOVIC, SLAVOLJUB  
1212 SOUTH MAIN STREET  
WILDWOOD FL 34785

POST IN CONSPICUOUS LOCATION IN VIEW OF CUSTOMERS

AUTHORIZED SIGNATURE



SLAVOLJUB STERANOVIC  
(352) 748-1523

CITY OF WILDWOOD  
**BUSINESS REGISTRATION**

No. 1158

100 N Main Street, Wildwood, FL 34785

Permit Year October 1, 2012 to September 30, 2013

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

Issued to: ORANGE SHOP THE  
SLAVOLJUB STERANOVIC  
1212 S MAIN STREET STE C  
WILDWOOD FL 34785

POST IN CONSPICUOUS LOCATION IN VIEW OF CUSTOMERS

AUTHORIZED SIGNATURE





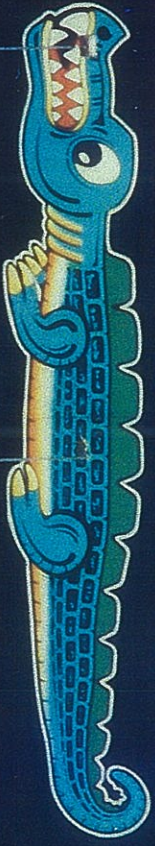
★ EXIT ★ NOW ★

CHEROKEE WAYSIDE

TRADING POST RV PARK

NEXT.

GATOR MEAT · GATOR CHOWDER · GATOR FILLET



BOILED PEANUTS

ORANGE SLUSH

GATOR LAGER











COCONUT  
\$1.00  
2 for \$1.50

Clayton  
Fruit Cakes

INDIAN RIVER FRUIT  
1/2 BUSHEL

INDIAN RIVER FRUIT  
1/2 BUSHEL

SHALLOTS  
COPPER CREST





# ***EXHIBIT E***

**Subject:** Agreement  
**From:** Tim Daley (tim@organicworldsolutions.com)  
**To:** slavostefanovic@yahoo.com;  
**Date:** Thursday, January 12, 2012 10:42 AM

Tim Daley

Founder and CEO

Organic World Solutions Corp.

2203 N. Lois Ave Suite 920

Tampa FL 33607

813 600 4084 office

727 430 0305 cell

tim@organicworldsolutions.com e mail

[www.organicworldsolutions.com](http://www.organicworldsolutions.com) website



"Micro solutions to macro problems"

**The #1 Retailer of Ocean Grown in the world!**

** Please consider your environmental responsibility before printing this e-mail (carbon footprint of e-mail 0.3g printing 7.5g)**

slavostefanovic@yahoo.com

Efuel Efn, Corp.  
1212 S. Main Street  
Wildwood, Fl 34785

December 22, 2011

Organic World Solution  
2203 N. Lois Ave. Suite 920  
Tampa, Fl 33607

Dear Mr. Tim:

Please find signed and notarized Agreement for reselling product of  
Organic Solution between Efuel Efn, Corp. and Organic World Solution.

Sign, notarize and send back to:  
EFUEL EFN, CORP.  
1212 S. Main Street  
Wildwood, Fl 34785



Ljubica Stefanovic  
Efuel Efn, Corp. President



## ORGANIC WORLD SOLUTIONS RESELLER AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of December, 2011, by and between Organic World Solutions Corp, a Tampa Florida corporation having its principal office at 2203 N. Lois Drive Suite 920, Tampa, FL 33607 (hereinafter referred to as "OWS"), and, EFUEL EFM. CORP. having a principal office or domicile at 1212 S. MAIN ST. WILDWOOD, FL 34785 (hereinafter referred to as "Reseller").

WHEREAS, OWS is in the business of distributing organic fertilizer products and other green products.

WHEREAS, "Reseller" is in or desires to be in the business of distributing and promoting organic fertilizer, and other green products.

NOW, THEREFORE, in consideration of the mutual premises, covenants, agreements, representations and warranties herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, intending to be bound, agree as follows:

### 1. Relationship of Parties

The relationship between OWS and "Reseller" during the term of this Agreement will be that of vendor and vendee. OWS has not granted the "Reseller" a franchise, and the relationship of the parties is expressly not that of franchiser and franchisee or employer and employee. "Reseller" is not the agent of or representative of OWS for any purpose whatsoever and is not granted, under this Agreement or otherwise, any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of OWS or to bind OWS in any manner whatsoever.

### 2. Grant of Resellership

OWS hereby grants to "Reseller" the right to sell Organic World Solution Products and whatever other products it chooses to make available and the "Reseller" chooses to sell. "Reseller" hereby accepts the right to buy and resell OWS products and services made available at its sole discretion. The "Reseller" is also authorized to sell OWS products and to be paid a commission or in the case of other products to buy and resell these products. "Reseller" will also be granted the right to purchase and resell OWS Products and Services.

### 3. Reseller Responsibilities

The "Reseller" agrees to:

- a. Provide prompt, professional service to all clients who have purchased OWS products from the "Reseller".
- b. Comply with all applicable present and future federal, state, county and local

62



laws, ordinances and regulations.

- c. Receive and investigate all complaints from consumers of OWS products that have been sold by the "Reseller". The "Reseller" hereby agrees to make good faith efforts to resolve all such complaints in a fair and equitable manner and to the client's satisfaction.

#### 4. Responsibilities of OWS

*OWS shall:*

Sell to the "Reseller" the products listed in the "Current Wholesale Price Schedule".

- a. Provide to the "Reseller" technical support and new products from time to time at its sole discretion.
- b. Make its best efforts to insure that all its products are of high quality.
- c. Insure product samples are shipped within a timely manner
- d. Insure that crop programs are delivered to "reseller" within 5 days of a completed OWS questionnaire being submitted.
- e. Protect the customer list of the "reseller"

#### 5. Price and Payment Terms

The "Reseller" is also authorized to sell all current and future OWS Products. Which include the following: Organic World Solutions Ocean Harvest, Organic World Solutions Ocean Harvest Complete, Clean Green Planet Wash, Pro 1 Fuel Maximizer and Pro 1 Heavy Duty Oil Stabilizer, Insulaad Insulating Paint Additive, And Powertron Global Permafrost Refrigerant and HVAC Additive.

**CONTRACT PRICE:** (i) Reseller will be paid a flat 50% of the gross profit on all OWS products based on the price OWS buys from the manufacturer for. Reseller shall be provided those prices by OWS and acknowledges that these prices are subject to change.

**TIME OF PAYMENT.** The Contractor will be paid on a weekly basis according to the cash collected by the Customer. In the event the commission amount exceeds \$5,000 the Owner will pay the Contractor on a daily basis.

#### 6. Exclusives, Customer protection

No geographical exclusives are offered or implied in this contract. However, once "Reseller" has sold, or has a contract of sale, or a letter of intent, from a customer, the "Reseller" has exclusive right to continue to sell to, and service the customer. No other distributor or employee of OWS may try to sell to that customer.

#### 7. Indemnification

*Indemnification By OWS*

OWS will defend, including reasonable attorney's fees, indemnify and hold "Reseller" harmless from and against any and all claims, losses and liability relating to any claim of copyright infringement.

610

*Indemnification By Reseller*

"Reseller" will defend, including reasonable attorney's fees, indemnify and hold OWS harmless from any claims of loss or liability relating to any false or unauthorized representations made or actions undertaken in the sales or promotion of OWS and its products and services by the "Reseller".

**8. Assignment**

"Reseller" shall not directly or indirectly transfer or assign, not attempt to transfer or assign, this Agreement, or any right or obligation hereunder.

**9. Term and Termination**

"Reseller" may terminate this Agreement without cause at any time by giving thirty days advance written notice to OWS.

OWS may terminate this Agreement for Cause by giving thirty days written notice to "Reseller". Upon notice of termination "Reseller" will immediately cease all sales or promotion of OWS's products or services. "Cause" is defined as fraudulent or dishonest or unprofessional conduct in "Resellers" representation of OWS.

**10. Limitation Of Liability**

Neither party shall be liable to the other for any incidental or consequential damages, whether in the form of lost profits or otherwise, and whether directly or remotely sustained or caused by any termination, non-renewal or expiration of this Agreement. Termination, non-renewal or expiration of this Agreement shall not operate as a cancellation of any indebtedness owing to one party by the other at the time of such termination.

**12. No Representation Of Results**

No representation, claim or warranty has been made by OWS, its employees, agents, representatives relating directly or indirectly to the level of income, which the "Reseller" is likely to earn as a result of being awarded the right to be an "Authorized Reseller" for OWS's products in accordance with the terms described herein. The success of the business venture contemplated to be undertaken by "Reseller" by virtue of this Agreement is speculative and depends to a large extent, upon the ability of the "Reseller" as an independent business person, as well as other factors. OWS does not make any representation or warranty, express or implied, as to the potential success of the business venture contemplated hereby.

**13. Miscellaneous**

- a. *Notices.* All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally

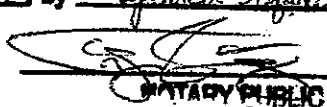
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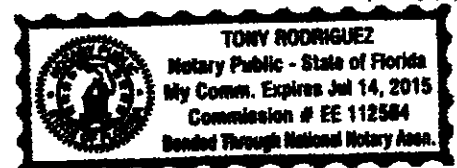
delivered or if mailed, by certified or registered mail, postage pre-paid, to the parties at the address on the first page of this agreement (or such other addresses that shall be given in writing by any party to the other).

- b. *Modification.* No alterations or variations of the terms and provisions of this Agreement shall be valid unless made in writing and signed by all of the parties hereto or their successors or assigns.
- c. *Final Agreement.* This Agreement contains the final and complete contract of the parties hereto and such Agreement supersedes all prior oral or written promises, undertakings, understandings or negotiations concerning the subject matter of this Agreement. This Agreement shall inure to the benefit and be binding upon OWS and the "Reseller" and their successors and assigns.
- d. *Governing Law.* This Agreement shall be construed and governed by the laws of the State of Florida.
- e. *Exhibits and Schedules.* All exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated herein by reference.
- f. *Survivability.* All obligations and covenants of the parties under this Agreement, which the parties have expressly agreed to extend beyond the term of this Agreement, shall survive any termination or expiration of this Agreement.
- g. *Severability.* This Agreement shall be deemed severable, and if any portion here of shall be held invalid for any reason, the remainder shall not hereby be invalidated, but shall remain in full force and effect.
- h. *Non-waiver.* Except as otherwise expressly provided in this Agreement, no failure of the parties to exercise any powers given them under this Agreement or to insist upon strict compliance of any contract obligation and no custom or practice at variance with the terms thereof shall constitute a waiver of the parties rights to demand exact compliance with the terms hereof. If either party hereto has breached any of the provisions of this Agreement, the failure of the other party promptly to give written notice of termination shall not constitute waiver of such party's rights to terminate for such breach or any other breach.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 20 day of 12, 2011.

Reseller: EMEL EFN CORP.  
Print Name: LJUDICA STEFANOVIĆ  
Title: PRESIDENT  
Signature: Ljudica Stefanovic

STATE OF: FL  
COUNTY OF: LAKE  
Subscribed and sworn to before me  
this 21 day of Dec.  
2011 by Ljudica Stefanovic  
  
NOTARY PUBLIC



Social Security/ EIN: 35-2422086

*(Required for the issuance of a 1099 reflecting commissions paid. OWS cannot pay commissions without your Social Security number or EIN)*

*To be signed by OWS. Once we receive this contract filled in and signed by you, OWS will sign and send an executed copy to you.*

Organic World Solutions Corp.

Print Name: Tim Daley  
Title: CEO  
Signature: *T. Daley*  
Date: 1/8/12

## RENTAL LEASE AGREEMENT

This lease agreement of lease, made and entered into, this 22nd day of December, 2011, by and between Euro-American Finance Network, Inc, whose mailing address is 6624 Woody Court, Leesburg, Florida 34748, Hereinafter called "LESSOR" . and Orange Shop, EFUEL EFN. CORP., a Florida corporation, whose mailing address is 1212 South Main Street, Wildwood, Florida 34785, Hereinafter called "LESSEE".

### WITNESSETH

1. Lessor hereby leases and grants use and possession to said lessee, his heirs and assigns, to as much of the premises (with reasonable access to and upon same) as may be necessary for maintenance of the follows:

The certain property owned by EAFN., INC, and shared by Cherokee Trading Post Inc. Orange Shop, BP gas station, Convenience Store and offices, located on property described as follows:

### PROPERTY DESCRIPTION:

From the Northwest corner of the Southwest ¼ of the Northeast ¼ of Section 18, Township 19 South, Range 23 East, Sumter County, Florida, run South 89, 26'30" East, along the north line of Southwest 14 of Northeast ¼, 90.89 feet to pint of the East right of way of U.S. Highway No. 301; thence south 00,33'30" West along said East right of way 175.0 feet to the point of beginning of this description; from said point of beginning continue South 00,33'30" West along East right of way 175.0 feet; thence South 89,26' 30" East parallel with the North line of said Southwest ¼ of Northeast ¼ , 800.00 feet; thence South 00,33'30" west 125.0 feet thence North 89,26'30" west 500.0 feet; thence South 00,33'30" west 125.0 feet thence North 89,26'30" west 200.0 feet to the point of beginning.

2. Lessor grants to lessee Orange Shop, EFUEL EFN. CORP. the right to use small Belding address 1212 S. Main St. Suite. C. Wildwood, Florida 37485 and said property for parking spaces for conducting business in Citrus industry for a term of 5 years from date of this lease to December 22, 2017, payable in monthly installments of \$500.00 in advance to Euro-American Finance Network, Inc.

3. In addition thereto, lessee shall pay to lessor, promptly, when due, all monthly charges for electrical service, Maintain parking spaces, and pay for cutting grass as billed by the providers to lessor.

4. Lessor agrees that no use will be allowed that in any way obstructs the good-natured business on the property.

5. Lessor represents and warrants that it is the owner of the above- described premises and, further, that it has the legal right to convey to lessee reasonable access to the said property for lessee to perform all acts necessary to use said sign. Lessor is obligated to pay Sales Tax

6. During the term of this lease, Lessee agrees to reasonably indemnify and save harmless Lessor from injury and damages to third parties, directly caused by Lessee' sole negligence, and to reasonably repair and make good property damages to said premises, directly resulting from the installation and/or maintenance of said business property, excepting ordinary wear and tear.

7. Lessee shall have the option to renew this lease for an additional period of five years, upon the same terms and conditions.

8. Lessee shall have insurance on property and liability, and provide copy to Lessor.

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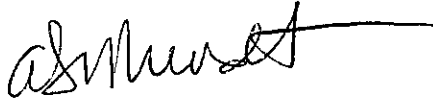
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9. All rental payments and written notices required by this lease shall be sent to Euro-American Finance Network, Inc. 6624 Woody Court, Leesburg, Florida 34748 USA, until and unless Lessee receives written modification thereof from lessor.

IN WITNESS WHERE OF, The lessor and Lessee have hereunto set their hands and seals, on the day and year first written above.

LESSOR: EURO\_AMERICAN FINANCE  
NETWORK, INC.

By Alexandra Mundt, Chairwoman and CEO

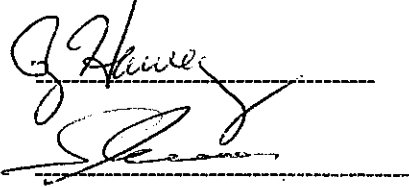


LESSEE EFUEL EFN. CORP.



By Ljubica Stefanovic, President and CEO

WITNESSED BY:



**Euro-American Finance Network, INC**

1212 South Maine St.

Wildwood, FL 34785

Website: [www.EAFNINC.com](http://www.EAFNINC.com)

**COMMERCIAL LEASE AGREEMENT**

**BETWEEN**

**EURO - AMERICAN FINANCE NETWORK, INC**

**AND**

**EFUEL EFN CORP**

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 11<sup>th</sup> day of April, 2012, by and between Euro-American Finance Network, Inc, whose address is 1212 South Main Street, Wildwood, Florida 34785, (here in after referred to as the "Lessor") and the *Efuel EFN Corp* (hereinafter referred to as the "Lessee").

WHEREAS, Lessor is the fee owner of certain real property being, lying and situated in Sumter, County, Florida, such real property having a street and mailing address of 1212 South Main Street, Wildwood, Florida 34785. The Premises contains land and two buildings: first building is 8,000 square feet, and the second is a smaller building.

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

1. **TERM.** Lessor leases to the Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of ten (10) years, such term beginning on the 1<sup>st</sup> day of May, 2012, and ending at 12 o'clock midnight on the 31<sup>st</sup> day of May, 2022.
2. **RENT.** The total rent for the term hereof is the sum of One Hundred and five thousand and six hundred DOLLARS (\$105,600) payable on the 1<sup>st</sup> day of each month of the term, in equal installments of five hundred DOLLAR (\$500.00) for the first two years, and One Thousand One Hundred DOLLARS (\$1,100.00) for the next 8 years. All such payments shall be made to Lessor at 462 Boone Trail Road, Danville, KY 40422, in the form of a check, or money order, on or before the due date and without demand.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of Zero DOLLARS (\$0.00) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Efuel EFN Corp as a retail business referred to as Cherokee Trading Post.
5. **TAXES.** Property taxes on the building and/or any land associated with the property shall be the responsibility of the Lessor. Lessee is responsible for any applicable taxes on its property, including but not limited to sales, payroll, workforce, state, local, federal taxes.
6. **ASSIGNMENT AND SUB-LETTING.** The Lessee has the right to sublet the premises with prior written knowledge to the Lessor.
7. **ALTERATIONS AND IMPROVEMENTS.** Lessee has the right to make an alterations and improvements to the building with prior written notice to the Lessor.

8. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises.
9. **MAINTENANCE, REPAIR, UPKEEP.** Lessee, will, at its sole expense, keep and maintain the Premises and appurtenance in good sanitary condition and repair during the term of this Agreement and any renewal thereof. Lessee, will, at its sole expense, keep and maintain landscape.
10. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
11. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
12. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's customers, Lessee's employees, vendors, or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.
13. **DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason of thereof, Lessor may terminate this Agreement.
14. **LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not made within three (3) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Zero DOLLARS (\$0.00).
15. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever. Lessor may, at Lessor's discretion, as agent for Lessee, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement has continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.



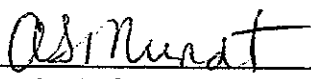
16. **ATTORNEY'S FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possessions of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

17. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

18. **CONTACT INFORMATION.** Lessor may be contacted in writing at 462 Boone Trail Road Danville, Kentucky 40422, or via email at 414-379-6163, or via phone at (414) 379-6163. Lessee may be contacted in writing at 1212 South Main Street, Wildwood, Florida 34785, or via email at [stefanovicljubica@yahoo.com](mailto:stefanovicljubica@yahoo.com), [sstefanovic@yahoo.com](mailto:sstefanovic@yahoo.com), or via phone at (352) 504-1300 or (352) 504-1641.

IN WITNESS WHERE OF, the parties have caused these presents to be duly executed:

"Lessor"

  
\_\_\_\_\_  
Alexandra Stefanovic-Mundt, CEO  
Euro-American Finance Network, Inc

**Euro-American Finance Network, INC**  
1212 South Maine St.  
Wildwood, FL 34785  
Website: [www.EAFNINC.com](http://www.EAFNINC.com)

"Lessee"

  
\_\_\_\_\_  
Ljubica Stefanovic, President  
EFuel EFN Corp

Euro-American Finance Network., Inc.  
6624 Woody Ct .Leesburg, Florida 34748  
Email: admin@eafninc.com  
352-504-1641

Dec.31, 2012

To Ljubica Stefanovic  
EFUEL EFN CORPORATION  
1212 S. Maine St., Suite A,  
Wildwood, Florida 34785

We are providing this letter in connection with your audits of the balance sheets of Efuel Efn, Corporation (the "Company") as of Dec. 31, 2012, and the related statements of operations, stockholders' equity, and cash flows for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of EFUEL EFN CORPORATION in conforming with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with generally accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control and preventing and detecting misinformation.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of Dec. 31, 2012, the following representation made during audits.

The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles, and include all disclosures necessary for such fair presentation and disclosures required to be included therein by the laws and regulations to which the Company is subject.

We have made the avaiation of all financial records and related data.

Minutes of the meetings of stockholders, directors, and committees of directors, or summaries of actions of recent meetings for which minutes have not yet been prepared.

There have been no communications from the SEC or other regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices outside of our SEC comment letters in which we have fully responded to.

There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.

We believe that the effects of the uncorrected financial statement misstatements summarized in the attached schedule are material, both individually and in the aggregate, to the financial statement taken as a whole.

We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.

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We have no knowledge of any fraud or suspected fraud affecting the Company involving: Management, Employees who have significant roles in internal control, over financial reporting, or others where the fraud could have a material effect on the financial statements.

The Company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

The following, if material, have been properly disclosed in the financial statements: Related party transactions and related accounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.

Guarantees, whether written or oral, under which the company is contingently liable.

There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that near term means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the company vulnerable to the risk of a near-term severe impact that have not been properly disclosed in the financial statements.

There are no: Violations or possible violations of laws or regulations whose effect should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.

Unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with FASB accounting Standards Codification 450 contingencies (formerly Statement of Financial Accounting Standards No. 5).

Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Accounting Standards Codification 450, Codification 450, Contingencies (if the company has pledged assets for preferred stocks, add "except as disclosed in the notes to the financial statements").

The Company has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

The Company has appropriately reconciled its general ledger accounts to their related supporting information. All related reconciling items considered to be material were identified and included on the reconciliations and were appropriately adjusted in the financial statements. All inter company accounts have been eliminated or appropriately measured and considered for disclosure in the financial statements.

The un audited interim financial information has been prepared and presented in conformity with accounting principles generally accepted in the United States of America applicable to interim financial information and with item 302(a) of Regulation S-K and has been prepared on a basis consistent with prior interim periods and years.

The Company does not owe the PCAFE outstanding post-due accounting support fees.

No events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in, the financial statements.

Slavoljub Stefanovic, President and CEO



Euro-American Finance Network, Inc.