

eFUEL EFN, Corp.
1212 S Main Street
Wildwood, FL 34785-9404
Phone: 813-968-2695 Fax: 813-968-2195

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, Inc.
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 - 813-968-2695
Principal Executive Fax - 813-968-2195
URL of each website maintained by or on behalf of the issuer:
www.eFUELcorp.com
www.outRAGEousEncounters.com

Issuer's Investor Relations - Frank Pinizzotto, Blue Diamond Consulting, Inc.
Office – 1705 Mariner Way, Tarpon Springs, FL 33689
Phone - 727-698-7492
Fax - 727-940-4085
Email - pinizottof@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

Preferred A non-dilutable - Total number of shares 250,000,000

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

Cusip # 28224E10

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.

- (i) Period end date; **April 10, 2011**
- (ii) Number of shares authorized; **1,500,000,000**
- (iii) Number of shares outstanding; **1,486,482,010**
- (iv) Freely tradable shares (public float); **750,000,000**

- (v) Total number of beneficial shareholders; **2**
- (vi) Total number of shareholders of record. **569**

Item 7 The name and address of the transfer agent.

**ClearTrust, LLC
16540 Pointe Village Drive
Suite 201
Lutz, Florida 33558
813-235-4490 office**

ClearTrust, 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.

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; **None**

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 19th, 2011, Euro-American Financial Network, Inc. purchased a controlling interest in the Company through a share purchase agreement, Thereby purchasing 150 million Preferred Series A shares from the largest shareholder of the Company. The aforementioned Purchase of 150 million Preferred Series A Shares will be held in Escrow until such time as Euro-American Financial Network, Inc. has fully performed all aspects of the Purchase Agreement. At such time actual and beneficial control of the corporation moves to Euro-American Financial Network, Inc.

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

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;

None

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 1250 hours and approximately \$65,000 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.

B. distribution methods of the products or services;

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

None

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. **N/A**

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

1. eFUEL is the owner of the Voyer dating web-site OutRageous Encounters. 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.

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. Full name;

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. Berksnire Westwood Graphics Group. National Director of Digital Technology 1995 - 2009.**
5. **Larry Sherman - 2002 - Present, Public Insurance adjuster, 8 years, graduate of Ohio State University. 1993 - 2002, Jasper Engines and Transmissions. Ranked as number 1 sales last 3 years in Florida market place.**

4. Board memberships and other affiliations;

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

2. Dr. Amul Purohit - Highly trained business leader with over 23 years of exceptional management and professional experience. 2006 - Present, founder of Liquid Capital of Northern California, President and CEO, Education P.H.D. University of Maryland. College Park Horticulture/Plant psychology.
3. Matthew Mundt - Spirit Construction Services, project Manager for a \$60 million tissue machine installation with upwards of 225 employees on site. Engineering Coordinator 2005-2009, Education B.S. Physics UW-LA Crosse 1997 - 2000. UW - Milwaukee 2000 – 2002, B.S. Industrial Engineering.
4. Antonio Brbovic - President of Equipment Company. Nolyoke Mass. Berksnire Westwood Graphics Group. National Director of Digital Technology 1995 - 2009.
5. Larry Sherman - 2002 - Present, Public Insurance adjuster, 8 years, graduate of Ohio State University. 1993 - 2002, Jasper Engines and Transmissions. Ranked as number 1 sales last 3 years in Florida market place.

5. Compensation by the issuer; and

Sample Employment Agreement attached hereto as Exhibit A.

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

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

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

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

None

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

None

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state

securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated;

None

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

None

C. Disclosure of Family Relationships. Describe any family relationships among and between the issuer's directors, officers, persons nominated or chosen by the issuer to become directors or officers, or beneficial owners of more than five percent (5%) of the any class of the issuer's equity securities.

None

D. Disclosure of Related Party Transactions. Describe any transaction during the issuer's last two full fiscal years and the current fiscal year or any currently proposed transaction, involving the issuer, in which (i) the amount involved exceeds the lesser of \$120,000 or one percent of the average of the issuer's total assets at year-end for its last three fiscal years and (ii) any related person had or will have a direct or indirect material interest. Disclose the following information regarding the transaction:

None

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

None

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

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

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

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

The financial statements requested pursuant to this item shall be prepared in accordance with generally accepted accounting principles (GAAP)⁶ 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 4th Street
Marion, IN 46952

Black Ice Consulting, LLC
13902 N Dale Mabry Hwy
Suite 225
Tampa, FL 33618

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. Counsel **David Chalela, Esq.**
3111 West Martin Luther King Boulevard
Suite 100
Tampa, FL 33607
813-368-0822
david.chalela@hotmail.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.

Frank C. Artz, CPA
frank@frankartz.com

5. Public Relations Consultant(s)

Frank Pinizzotto, Blue Diamond Consulting, Inc.
Office – 1705 Mariner Way, Tarpon Springs, FL 33689
Phone - 727-698-7492
Fax - 727-940-4085
Email - pinizzottof@yahoo.com

6. Investor Relations Consultant

Frank Pinizzotto, Blue Diamond Consulting, Inc.
Office – 1705 Mariner Way, Tarpon Springs, FL 33689
Phone - 727-698-7492
Fax - 727-940-4085
Email - pinizzottof@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 real property assets.
 - iii. Any expected purchase or sale of plant and significant equipment; and
None
 - iv. Any expected significant changes in the number of employees.
None

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;
Unknown
- v. Any significant elements of income or loss that do not arise from the issuer's continuing operations;
None
- vi. The causes for any material changes from period to period in one or more line items of the issuer's financial statements; and
None
- vii. Any seasonal aspects that had a material effect on the financial condition or results of operation.
None

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

C. Off-Balance Sheet Arrangements.

1. 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.

None

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

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.);
Securities Act Rule 504

(ii) Any jurisdictions where the offering was registered or qualified;
Texas

(iii) The number of shares offered; **155,500,000**

(iv) The number of shares sold; **155,500,000**

(v) The price at which the shares were offered, and the amount actually paid to the issuer; **.002 / \$311,000.00**

(vi) The trading status of the shares; and **Restricted**

(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. **Yes**

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. **N/A**

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. N/A

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

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.

ISSUER PURCHASES OF EQUITY SECURITIES				
Period	Column (a) Total Number of Shares (or Units) Purchased	Column (b) Average Price Paid per Share (or Unit)	Column (c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Column (d) Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs

Month #1 (identify beginning and ending dates)	None			
Month #2 (identify beginning and ending dates)	None			
Month #3 (identify beginning and ending dates)	None			
Total	N/A			

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

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

N/A

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

N/A

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

N/A

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

N/A

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

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

N/A

b. By footnote to the table, indicate:

i. The date each plan or program was announced;

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

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

None

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

None

Item 21 Issuer's Certifications.

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

Attached hereto as Exhibit E

I, [identify the certifying individual], certify that:

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

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

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

Date: _____

[Signature]

[Title]

EXHIBIT A

EMPLOYMENT AGREEMENT

This Employment Agreement (this "**Agreement**") is entered into as of **January 1, 2008**, (the "**Effective Date**"), by and between **eFUEL EFN, Corp.**, 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 **eFUEL EFN, Corp.** and/or any other position assigned to Employee by the Board of Directors, and shall have the duties and responsibilities assigned by the Board of Directors of **eFUEL EFN, Corp.** (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 Effort. 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 Employee's office or such other location as the Employee shall designate.

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 **Eight (8)** 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 **Two (2)** year (s) 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 **Two (2)** year (s) 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. In the event of non-renewal, employee shall receive the Severance package set forth on Exhibit A, attached hereto.

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 **Ten Thousand (\$10,000)** 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. On January 1st of each year of this Agreement, Employee shall receive a 15% increase in monthly salary.

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 **eFUEL EFN, Corp.**, on December 31st each year during the term of this Agreement at market price.

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 **Six Hundred (\$600.00)** dollars per month for automobile expenses, payable without deduction with the normal payroll practices of Company. On January 1st of each year of this Agreement, Employee shall receive a 15% increase in monthly automobile allowance.

4.5 Health Insurance. Employee will receive a monthly Health Insurance of **Thousand (\$1,000.00)** dollars. On January 1st of each year of this Agreement, Employee shall receive a 15% increase in monthly Health Insurance.

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.

5.1 Long-term Care Health Insurance. Employee will also be the beneficiary of a long-term care health insurance policy of Employees choice 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, paid through the full term of this Agreement. 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 criminal breach of fiduciary duty to the Company;
- (b) Acts constituting criminal 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 conviction or entry of a plea of nolo contendere for fraud, misappropriation or embezzlement, or any felony or crime of moral turpitude;
- (d) Employee's failure to perform the essential functions of Employee's position, with or without reasonable accommodation, due to a mental or physical disability, all of which must be decided by an arbitrator through the American Arbitrator Association (AAA) or Employee may elect to accept the Severance package set forth on Exhibit A, attached hereto;
- (e) 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 shall immediately receive any and all monies owed under all terms of this agreement:

- (a) Agrees to act as a consultant for Company, with acceptable compensation, for two (2) year (s) 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 section 7.2, package as set forth on Exhibit A, attached hereto. 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 be entitled to the Severance package as set forth on Exhibit A, attached hereto.

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.

10. Non-solicitation. 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 Non-solicitation 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 Non-solicitation 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. 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.

12. 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, wrong-full termination, demotion, discipline, failure to accommodate, family and medical leave, compensation or benefits claims, constitutional claims; and any claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. Claims for workers' compensation, unemployment insurance benefits, and Company's right to obtain injunctive or equitable relief pursuant to the Covenants above are excluded. For the purpose of this Agreement to arbitrate, references to "Company" include all parent, subsidiary or related entities and their employees, supervisors, officers, directors, agents, pension or benefit plans, pension or benefit plan sponsors, fiduciaries, administrators, affiliates and all successors and assigns of any of them, and this Agreement shall apply to them to the extent Employee's claims arise out of or relate to their actions on behalf of Company.

12.1 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.

12.2 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.

12.3 Arbitration Procedure. The arbitration will be conducted in Tampa, Florida by a panel of three (3) arbitrators and in accordance with the then current rules for resolution of employment disputes of the American Arbitration Association (AAA) (available on-line at www.adr.org). Each party shall choose an arbitrator and the two arbitrators shall select a third

arbitrator. The parties are entitled to representation by an attorney or other representative of their choosing. The arbitrators shall have the power to enter any award that could be entered by a judge of the trial court of the State of Florida, and only such power, and shall follow the law. The parties agree to abide by and perform any award rendered by the arbitrators. The arbitrators shall insure 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.

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

13. General Provisions.

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 Survival. Sections 8 ("No Conflict of Interest"), 9 ("Covenant Not to Compete"), 10 ("Non-solicitation"), 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.

14. 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.

15. 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: _____

Signature

COMPANY

Dated: _____

Signature

EXHIBIT B

eFUEL EFN, Corp.
Unaudited Statement of Financial Position
As of December 31, 2009

<i>Assets</i>	
Cash	7
<u>Accounts Receivable</u>	<u>-</u>
Total Current Assets	7
 <i>Non-Current Assets</i>	
Deferred Tax Asset - State	37,800
Deferred Tax Asset - Federal	<u>97,422</u>
Total Non-Current Assets	135,222
 Total Assets	 <u><u>135,229</u></u>
 <i>Liabilities</i>	
Accounts Payable	
<u>Loans from Shareholders</u>	<u>709,913</u>
Total Liabilities	709,913
 <i>Stockholder's Equity</i>	
Common Stock and Additional Paid In Capital	(22,628)
Retained Earnings(Profit and Loss)	(552,056)
<u>Adjustments to Stockholder's Equity</u>	<u>-</u>
Total Stockholder's Equity	(574,684)
 Total Liabilities and Stockholder's Equity	 <u><u>135,229</u></u>

eFUEL EFN, Corp.
Unaudited Statement of Profit and Loss
For the 12 Months Ending December 31, 2009

Sales	-
Gross Profit	-
<i>General and Administrative Expenses:</i>	
Salaries and Wages	(16,150)
Advertising/Web Development	(94,274)
Bank Fees	(1,269)
Legal and Professional	(13,760)
License and Tax	(156)
Other	(27,266)
Postage	(1,689)
Professional Services	(54,681)
Transfer Agent Fees	(7,703)
<u>Management Fees</u>	<u>(243,758)</u>
Total General and Administrative Expenses	(460,706)
Income Before Taxes	(460,706)
<i>Taxes:</i>	
Corporate Income Tax - State	25,339
<u>Corporate Income Tax - Federal</u>	<u>65,305</u>
Total Taxes	90,644
Net Loss	<u>(370,062)</u>

eFUEL EFN, Corp.
Unaudited Statement of Cash Flows
For the 12 Months Ending December 31, 2009

Cash On Hand at Beginning of Period	10,927
Net Loss	(370,061)
Adjustment to Reconcile Net Loss to Cash Used by Operating Activities	
Increase in Deferred Tax Assets	(90,572)
Interest Expense	-
Issuance of Common Shares For Services	-
Changes in Operating Assets and Liabilities	
Accounts Payable	-
Accrued Liabilities	-
<i>Cash Used By Operating Activities</i>	(460,633)
Investing Activities	
Inflows from Shareholder Loans	449,713
Cash Provided By Investing Activities	449,713
Cash On Hand at End of Period	<u><u>7</u></u>

eFUEL EFN, Corp.
Unaudited Statement of Financial Position
As of December 31, 2010

Assets

Cash	-
<u>Accounts Receivable</u>	<u>-</u>
Total Current Assets	-

Non-Current Assets

Deferred Tax Asset - State	47,875
Deferred Tax Asset - Federal	<u>123,388</u>
Total Non-Current Assets	171,264

Total Assets **171,264**

Liabilities

Accounts Payable	
<u>Loans from Shareholders</u>	<u>824,803</u>
Total Liabilities	824,803

Stockholder's Equity

Common Stock and Additional Paid In Capital	45,660
Retained Earnings(Profit and Loss)	(699,200)
<u>Adjustments to Stockholder's Equity</u>	<u>-</u>
Total Stockholder's Equity	(653,540)

Total Liabilities and Stockholder's Equity **171,264**

eFUEL EFN, Corp.
Unaudited Statement of Profit and Loss
For the 12 Months Ending December 31, 2010

Sales	-
Gross Profit	-
<i>General and Administrative Expenses:</i>	
Salaries and Wages	(5,000.00)
Advertising/Web Development	(14,839.00)
Bank Fees	(355.13)
Legal and Professional	(6,500.00)
License and Tax	(227.75)
Other	(5,140.44)
Postage	-
Professional Services	(1,950.00)
Transfer Agent Fees	(3,676.00)
<u>Management Fees</u>	<u>(145,496.50)</u>
Total General and Administrative Expenses	(183,184.82)
Income Before Taxes	(183,184.82)
<i>Taxes:</i>	
Corporate Income Tax - State	10,075.17
<u>Corporate Income Tax - Federal</u>	<u>25,966.45</u>
Total Taxes	36,041.61
Net Loss	<u>(147,143.21)</u>

eFUEL EFN, Corp.
Unaudited Statement of Cash Flows
For the 12 Months Ending December 31, 2010

Cash On Hand at Beginning of Period		7
Net Loss	(147,144)	
Adjustment to Reconcile Net Loss to Cash Used by Operating Activities		
Increase in Deferred Tax Assets	(36,041)	
Interest Expense	-	
Issuance of Common Shares For Services	68,288	
Changes in Operating Assets and Liabilities		
Accounts Payable	-	
Accrued Liabilities	-	
<i>Cash Used By Operating Activities</i>		(114,897)
Investing Activities		
Inflows from Shareholder Loans	114,890	
Cash Provided By Investing Activities		114,890
Cash On Hand at End of Period		<u><u>-</u></u>

EXHIBIT C

State of Florida

Department of State

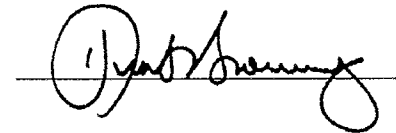
I certify from the records of this office that EFUEL EFN, CORP. is a corporation organized under the laws of the State of Florida, filed on September 24, 1997.

The document number of this corporation is P97000082726.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on January 16, 2009, 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
Florida, at Tallahassee, the Capital, this the
Twenty First day of April, 2009*



Secretary of State



Authentication ID: 100151531991-042109-P97000082726

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

P97000082726

October Project 11 Corp

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS

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- Art of Inc. File _____
- LTD Partnership File _____
- Foreign Corp. File _____
- L.C. File _____
- Fictitious Name File _____
- Trade/Service Mark _____
- Merger File _____
- Art. of Amend. File _____
- RA Resignation _____
- Dissolution / Withdrawal _____
- Annual Report / Reinstatement _____
- Cert. Copy _____
- Photo Copy _____
- Certificate of Good Standing _____
- Certificate of Status _____
- Certificate of Fictitious Name _____
- Corp Record Search _____
- Officer Search _____
- Fictitious Search _____
- Fictitious Owner Search _____
- Vehicle Search _____
- Driving Record _____
- UCC 1 or 3 File _____
- UCC 11 Search _____
- UCC 11 Retrieval _____
- Courier _____

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Signature _____

Requested by: Cher 924 1024

Name _____ Date _____ Time _____

Walk-In _____ Will Pick Up _____

RP
9-24-97

**ARTICLES OF INCORPORATION
OF
OCTOBER PROJECT II CORP.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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The undersigned, desiring to form a corporation (the "Corporation") under the laws of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE I
CORPORATE NAME**

The name of the Corporation is OCTOBER PROJECT II CORP.

**ARTICLE II
PURPOSE**

The Corporation shall be organized for any and all purposes authorized under the laws of the state of Florida.

**ARTICLE III
PERIOD OF EXISTENCE**

The period during which the Corporation shall continue is perpetual.

**ARTICLE IV
SHARES**

The capital stock of this corporation shall consist of 50,000,000 shares of common stock, \$.001 par value.

**ARTICLE V
PLACE OF BUSINESS**

The initial address of the principal place of business of this corporation in the State of Florida shall be 7695 S.W. 104th Street, Suite 210, Miami, FL 33156. The Board of Directors may at any time and from time to time move the principal office of this corporation.

**ARTICLE VI
DIRECTORS AND OFFICERS**

The business of this corporation shall be managed by its Board of Directors. The number of such directors shall be not be less than one (1) and, subject to such minimum may be increased or decreased from time to time in the manner provided in the By-Laws.

The number of persons constituting the initial Board of Directors shall be 1. The Board of Directors shall be elected by the Stockholders of the corporation at such time and in such manner as provided in the By-Laws. The name and addresses of the initial Board of Directors and officers are as follows:

Eric P. Littman
7695 S.W. 104th Street
Suite 210
Miami, FL 33156

President/Secretary/Director

ARTICLE VII DENIAL OF PREEMPTIVE RIGHTS

No shareholder shall have any right to acquire shares or other securities of the Corporation except to the extent such right may be granted by an amendment to these Articles of Incorporation or by a resolution of the board of Directors.

ARTICLE VIII AMENDMENT OF BYLAWS

Anything in these Articles of Incorporation, the Bylaws, or the Florida Corporation Act notwithstanding, bylaws shall not be adopted, modified, amended or repealed by the shareholders of the Corporation except upon the affirmative vote of a simple majority vote of the holders of all the issued and outstanding shares of the corporation entitled to vote thereon.

ARTICLE IX SHAREHOLDERS

9.1. Inspection of Books. The board of directors shall make reasonable rules to determine at what times and places and under what conditions the books of the Corporation shall be open to inspection by shareholders or a duly appointed representative of a shareholder.

9.2. Control Share Acquisition. The provisions relating to any control share acquisition as contained in Florida Statutes now, or hereinafter amended, and any successor provision shall not apply to the Corporation.

9.3. Quorum. The holders of shares entitled to one-third of the votes at a meeting of shareholder's shall constitute a quorum.

9.4. Required Vote. Acts of shareholders shall require the approval of holders of 50.01% of the outstanding votes of shareholders.

**ARTICLE X
LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS**

To the fullest extent permitted by law, no director or officer of the Corporation shall be personally liable to the Corporation or its shareholders for damages for breach of any duty owed to the Corporation or its shareholders. In addition, the Corporation shall have the power, in its By-Laws or in any resolution of its stockholders or directors, to undertake to indemnify the officers and directors of this corporation against any contingency or peril as may be determined to be in the best interests of this corporation, and in conjunction therewith, to procure, at this corporation's expense, policies of insurance.

**ARTICLE XI
SUBSCRIBER**

The name and address of the person signing these Articles of Incorporation as subscriber is:

Eric P. Littman
7695 S.W. 104th Street
Suite 210
Miami, FL 33156

**ARTICLE XII
CONTRACTS**

No contract or other transaction between this corporation and any person, firm or corporation shall be affected by the fact that any officer or director of this corporation is such other party or is, or at some time in the future becomes, an officer, director or partner of such other contracting party, or has now or hereafter a direct or indirect interest in such contract.

**ARTICLE XIII
RESIDENT AGENT**

The name and address of the initial resident agent of this corporation is:


Eric P. Littman
7695 S.W. 104th Street
Suite 210
Miami, FL 33156

IN WITNESS WHEREOF, I have hereunto subscribed to and executed these Articles
of Incorporation this on September 23, 1997.

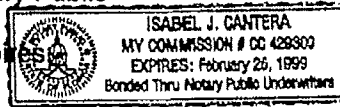


Eric P. Littman, Subscriber

Subscribed and Sworn on September 23, 1997
Before me:


Isabel Cantera, Notary Public

My Commission Expires



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR SERVICE OF PROCESS WITHIN THIS STATE
NAMING THE AGENT UPON WHOM PROCESS MAY BE SERVED**

Having been named to accept service of process for OCTOBER PROJECT II CORP.
at the place designated in the Articles of Incorporation, the undersigned is familiar with
and accepts the obligations of that position pursuant to F.S. 607.0501(3).



Eric P. Littman

C:\Data\WP11441144\Investors\CORP.FORM.wpd

FILED
SECRETARY OF STATE
DIVISION OF CORPORATE
97 SEP 24 PM 1:03

P97000082726

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

October Project II Corp

000003328020-7
-07/19/00--01064--010
*****35.00 *****35.00

- Art of Inc. File
- LTD Partnership File
- Foreign Corp. File
- L.C. File
- Fictitious Name File
- Trade/Service Mark
- Merger File
- Art. of Amend. File *Photo*
- RA Resignation
- Dissolution / Withdrawal
- Annual Report / Reinstatement
- Cert. Copy
- Photo Copy
- Certificate of Good Standing
- Certificate of Status
- Certificate of Fictitious Name
- Corp Record Search
- Officer Search
- Fictitious Search
- Fictitious Owner Search
- Vehicle Search
- Driving Record
- UCC 1 or 3 File
- UCC 11 Search
- UCC 11 Retrieval
- Courier

FILED
JUL 19 PM 1:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
00 JUL 19 PM 12:11
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

O.K. per Karen Berger

*N.C.
07-19-00
CC*

Signature

Requested by:

*CD
toea 7/19 11:30*

Name

Date

Time

Walk-In

Will Pick Up

**ARTICLES OF AMENDMENT TO
OCTOBER PROJECT II CORP.**

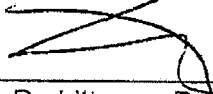
THE UNDERSIGNED, being the sole director and president of October II, Corp., does hereby amend its Articles of Incorporation as follows:

**ARTICLE I
NAME**

1. The name of this corporation shall be NUTRACEUTICAL CLINICAL LABS, INC.

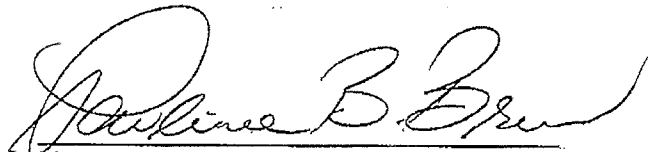
I hereby certify that the following was adopted by a majority vote of the shareholders and directors of the corporation on May 31, 2000 and that the number of votes cast was sufficient for approval.

IN WITNESS WHEREOF, I have hereunto subscribed to and executed this Amendment to Articles of Incorporation this on May 31, 2000.

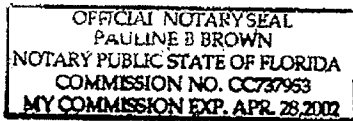


Eric P. Littman, President and Sole Director

The foregoing instrument was acknowledged before me on May 31, 2000 by Eric P. Littman who is personally known to me.


Notary Public

My commission expires:



FILED
00 JUL 19 PM 1:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

41 Tallahassee, Florida 32301
(850) 222-1222

P970000

FILED
01 OCT 12 PM 3:37
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Nutraceutical Clinical Labs, Inc

800004631648--7
-10/11/01--01004--024
*****78.75 *****78.75

- Art of Inc. File
- LTD Partnership File
- Foreign Corp. File
- L.C. File
- Fictitious Name File
- Trade/Service Mark
- Merger File
- Art. of Amend. File
- RA Resignation
- Dissolution / Withdrawal
- Annual Report / Reinstatement
- Cert. Copy
- Photo Copy
- Certificate of Good Standing
- Certificate of Status
- Certificate of Fictitious Name
- Corp Record Search
- Officers Search
- Fictitious Search
- Fictitious Owner Search
- Vehicle Search
- Driving Record
- UCC 1 or 3 File
- UCC 11 Search
- UCC 11 Retrieval
- Courier

Merger &
Name
Change

RECEIVED
01 OCT 11 PM 12:10
DIVISION OF CORPORATION

X00789, 00572

02209 00672

Signature

Requested by:

Name

Date

Walk-In

Will Pick Up

ARTICLES OF MERGER
Merger Sheet

MERGING:

NUTRACEUTICAL CLINICAL LABORATORIES INTERNATIONAL, INC., a Fla
corp. P00000035769

INTO

NUTRACEUTICAL CLINICAL LABS, INC. which changed its name to
NUTRACEUTICAL CLINICAL LABORATORIES INTERNATIONAL, INC., a
Florida entity, P97000082726

File date: October 12, 2001

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

October 11, 2001

Capital Connection, Inc.
417 E. Virginia St.
Suite 1
Tallahassee, FL 32301

SUBJECT: NUTRACEUTICAL CLINICAL LABS, INC.
Ref. Number: P97000082726

We have received your document for NUTRACEUTICAL CLINICAL LABS, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

In order to file your document, the subject entity must first be reinstated.

The total amount due to reinstate is \$750.00.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 101A00056756

RECEIVED
OCT 12 AM 11:12
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

File and THANKS

ARTICLES OF MERGER

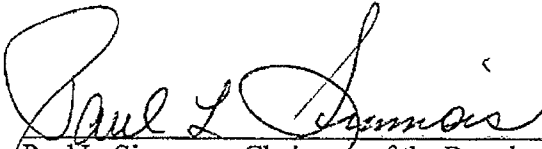
THE FOLLOWING ARTICLES OF MERGER of two domestic Florida corporations are submitted in accordance with the Florida Business Corporation Act pursuant to Florida Statutes § 607.1101:

1. The name and jurisdiction of the surviving corporation is Nutraceutical Clinical Labs, Inc., a Florida for Profit Corporation, Florida entity no. P97000082726, which immediately upon the effective date of this merger, has amended its Articles of Incorporation to change its name to that of the non-surviving corporation, Nutraceutical Clinical Laboratories International, Inc., and will utilize the Federal Employee Identification Number 593638624 of the non-surviving corporation.
2. Nutraceutical Clinical Labs, Inc. is not a reporting company and is currently listed on the National Quotation Bureau Pink Sheets Board d/b/a Nutraceutical Clinical Laboratories International, Inc. with the trading symbol NCCL.
3. The name and jurisdiction of the non-surviving corporation is Nutraceutical Clinical Laboratories International, Inc., a Florida for Profit Corporation, Florida entity no. P0000035769, which will dissolve on the effective date of the merger.
4. The manner and basis for converting the outstanding shares of the non-surviving corporation is for each share of the non-surviving corporation to be converted to one share of the surviving corporation.
5. The boards of directors of Nutraceutical Clinical Labs, Inc. and Nutraceutical Clinical Laboratories International, Inc. adopted the attached Plan of Merger on the 16 August 2001.
6. No vote of the shareholders of Nutraceutical Clinical Labs, Inc. on the merger was conducted or required pursuant to Florida Statutes § 607.1103(7). The articles of incorporation do not differ from those before the merger, except to amend the name of the corporation to Nutraceutical Clinical Laboratories International, Inc., pursuant to Florida Statutes § 607.1002. The amendment to the Articles of Incorporation to change the name was passed by the board of directors on the 16 August 2001.
7. Any and all shareholders of Nutraceutical Clinical Laboratories International, Inc. entitled to vote on this merger, voted and approved said merger by a majority of votes cast, at the special shareholders meeting on 9 October 2001. Any shareholders who dissented from the merger, if entitled, will be paid the fair value of their shares, providing they complied with the provisions of the Florida Business Corporation Act regarding the rights of dissenting shareholders, Florida Statutes § 607.1302 and Florida Statutes § 607.1320.

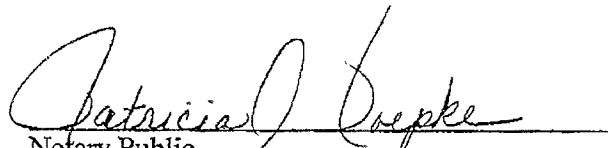
FILED
01 OCT 12 PM 3:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

8. The boards of directors of Nutraceutical Clinical Labs, Inc. and Nutraceutical Clinical Laboratories International, Inc. have determined that the shareholders of will not recognize a gain or loss for United States federal income tax purposes from the securities transactions involved in this merger.
9. The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, I have hereunto subscribed to and executed this approval of Articles of Merger this 9th day of October 2001.


Paul L. Simmons, Chairman of the Board
and President

The foregoing instrument was acknowledged before me on this 9th day of October 2001 by Paul L. Simmons, who is personally known to me.


Notary Public



Patricia A Koepke
My Commission CC824093
Expires April 02, 2004

APPROVAL OF PLAN OF MERGER
NUTRACEUTICAL CLINICAL LABS, INC.

Whereas, there has been submitted to and discussed at this special meeting the Plan of Merger of Nutraceutical Clinical Labs, Inc. (the "Corporation") with Nutraceutical Clinical Laboratories, International, Inc., with this Corporation being the surviving corporation which will change its name to Nutraceutical Clinical Laboratories International, Inc. upon the record filing date of the merger with the Florida Secretary of State.

Whereas, this board of directors deems it to be in the best business interests of this Corporation and its shareholders that this Corporation be merged with Nutraceutical Clinical Laboratories International, Inc., it is:

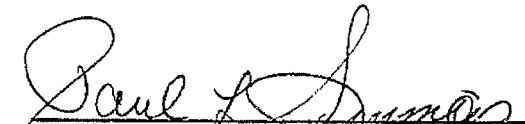
Resolved that the Plan of Merger submitted to this meeting is approved and adopted, and that this Corporation merges pursuant to such Plan.

Further resolved that the President of this Corporation is hereby authorized and directed to execute and deliver to Nutraceutical Clinical Laboratories International, Inc. the Plan of Merger submitted and adopted at this meeting, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference.

Further resolved that the officers of this Corporation are directed to prepare and execute all documents and in general to take all necessary and proper action to carry out the purposes of these resolutions.

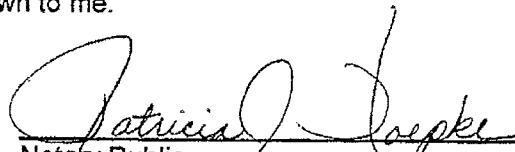
I hereby certify that the foregoing was adopted by a majority vote of the directors of the corporation on the 16th day of August 2001 and that the number of votes cast was sufficient for approval.

IN WITNESS WHEREOF, I have hereunto subscribed to and executed this Approval of Plan of Merger this 16th day of August 2001.



Paul L. Simmons, Chairman of the Board
and President

The foregoing instrument was acknowledged before me on this 24th day of August 2001 by Paul L. Simmons who is personally known to me.



Notary Public



Patricia A Koepke
My Commission CC924093
Expires April 02, 2004

APPROVAL OF PLAN OF MERGER
NUTRACEUTICAL CLINICAL LABORATORIES INTERNATIONAL, INC.

Whereas, there has been submitted to and discussed at this special meeting the Plan of Merger of Nutraceutical Clinical Laboratories International, Inc. (the "Corporation") with Nutraceutical Clinical Labs, Inc., with Nutraceutical Clinical Labs, Inc. being the surviving corporation which will change its name to Nutraceutical Clinical Laboratories International, Inc. upon the record filing date of the merger with the Florida Secretary of State.

Whereas, this board of directors deems it to be in the best business interests of this Corporation and its shareholders that this Corporation be merged with Nutraceutical Clinical Labs, Inc., it is:

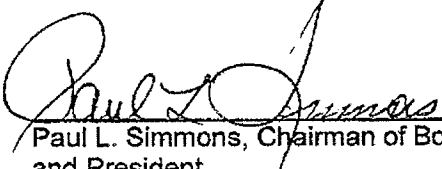
Resolved that the Plan of Merger submitted to this meeting is approved and adopted, and that this Corporation merges pursuant to the terms of such Plan.

Further resolved that the President of this Corporation is hereby authorized and directed to execute and deliver to Nutraceutical Clinical Labs, Inc. the Plan of Merger submitted and adopted at this meeting, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference.

Further resolved that the officers of this Corporation are directed to prepare and execute all documents and in general to take all necessary and proper action to carry out the purposes of these resolutions.

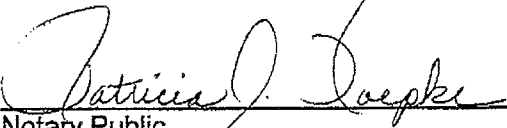
I hereby certify that the foregoing was adopted by a majority vote of the directors of the corporation on the 16th day of August 2001 and that the number of votes cast was sufficient for approval.

IN WITNESS WHEREOF, I have hereunto subscribed to and executed this Approval of Plan of Merger this 16th day of August 2001.



Paul L. Simmons, Chairman of Board
and President

The foregoing instrument was acknowledged before me on this 24th day of August 2001 by Paul L. Simmons, who is personally known to me.



Notary Public



Patricia A Koepke
My Commission CC924093
Expires April 02, 2004

PLAN OF MERGER

THE FOLLOWING PLAN OF MERGER is submitted in compliance with Florida Statutes § 607.1101:

1. The name and jurisdiction of the surviving corporation is:

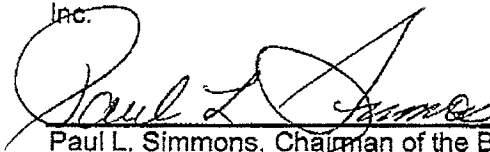
Nutraceutical Clinical Labs, Inc., a Florida for Profit Corporation, Florida entity no. P97000082726.
2. The name and jurisdiction of the non-surviving corporation is:

Nutraceutical Clinical Laboratories International, Inc., a Florida for Profit Corporation, Florida entity no. P0000035769.
3. The terms and conditions of the merger are that **Nutraceutical Clinical Laboratories International, Inc.**, will merge into the surviving corporation, **Nutraceutical Clinical Labs, Inc.** On the date the Articles of Merger are filed with the Florida Department of State, the name of the surviving corporation will be changed to that of the non-surviving corporation, **Nutraceutical Clinical Laboratories International, Inc.** and the surviving corporation will adopt the Federal Employee Identification number of the non-surviving corporation.
4. The manner and basis for converting the outstanding shares of the non-surviving corporation is for each share of the non-surviving corporation to be converted to one share of the surviving corporation.
5. The Articles of Incorporation of the surviving corporation remain unaffected by this merger, except for an amendment to change the name of the surviving corporation to **Nutraceutical Clinical Laboratories International, Inc.** as adopted by the Board of Directors on the 16th of August 2001.

DATED this 24th day of August 2001.

Nutraceutical Clinical Labs, Inc.

Nutraceutical Clinical Laboratories International,
Inc.



Paul L. Simmons, Chairman of the Board

AMENDMENT TO ARTICLES OF INCORPORATION
NUTRACEUTICAL CLINICAL LABS, INC.

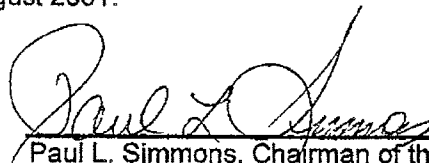
THE UNDERSIGNED, being the Chairman of the Board and President of Nutraceutical Clinical Labs, Inc. does hereby amend its Articles of Incorporation as follows:

ARTICLE 1
NAME

1. The name of the corporation shall be NUTRACEUTICAL CLINICAL LABORATORIES INTERNATIONAL, INC.

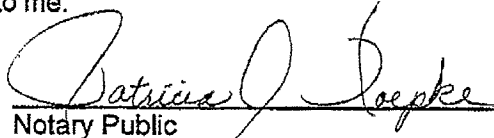
I hereby certify that the foregoing was adopted by a majority vote of the directors of the corporation on the 16th day of August 2001 and that the number of votes cast was sufficient for approval.

IN WITNESS WHEREOF, I have hereunto subscribed to and executed this Amendment to Articles of Incorporation this 16th day of August 2001.



Paul L. Simmons, Chairman of the Board
and President

The foregoing instrument was acknowledged before me on this 24th day of August 2001 by Paul L. Simmons, who is personally known to me.



Notary Public



Patricia A Koepke
My Commission CC924083
Expires April 02, 2004

P97000082726

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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06/12/03--01036--001 **\$2.50

FILED
2003 JUN 12 PM 1:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N.C.

C. Ouellette JUN 17 2003



Nutraceutical Clinical Laboratories International, Inc.

June 11, 2003

Sent Via Federal Express

Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

**RE: Nutraceutical Clinical Laboratories International, Inc.
P97000082726**

Dear Sir:

Enclosed are the following documents:

- Articles of Amendment to Articles of Incorporation of NCLII
- A check payable to the Department of State in the amount of \$52.50 for the following fees –
 - filig fee for the articles of amendment (\$35.00)
 - certified copy fee of the amendment (\$8.75)
 - certificate of status fee (\$8.75)

If additional information is required, please contact me at 727-526-9500, Ext. 103.

Sincerely,

Patricia A. Koepke
Vice President/Secretary

Enclosures

2440 30th Avenue N. - St. Petersburg, Florida 33713
Phone: 727-561-9400 - Fax: 727-823-1086

www.nutradata.com

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2003 JUN 12 PM 1:23

FILED

NUTRACEUTICAL CLINICAL LABORATORIES
(present name) INTERNATIONAL, INC.

P97000082726
(Document Number of Corporation (If known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)

ARTICLE 1

NAME

1. THE NAME OF THIS CORPORATION SHALL BE PRESERVATION SCIENCES, INC.

SECOND: 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, are as follows:

THIRD: The date of each amendment's adoption: JUNE 4, 2003

FOURTH: Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) 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.

Signed this 5TH day of JUNE 4, 2003

Signature Patricia A. Koepke
(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

OR
(By a director if adopted by the directors)

OR
(By an incorporator if adopted by the incorporators)

Patricia A. Koepke
(Typed or printed name)

Sec/V.P.
(Title)

P97000082726

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

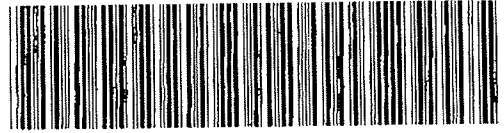
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 JAN 28 PM 3:21

Amend + N.C.
G. Goulette JAN 28 2008

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Preservation Sciences, Inc.

DOCUMENT NUMBER: P97000082726

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

Please return all correspondence concerning this matter to the following:

Gregory Bartko, Esq.
(Name of Contact Person)

Law Office of Gregory Bartko
(Firm/ Company)

3475 Lenox Road, Suite 400
(Address)

Atlanta, GA 30326
(City/ State and Zip Code)

For further information concerning this matter, please call:

Gregory Bartko at (404) 238-0550
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

\$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

Preservation Sciences, Inc.

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

P97000082726

(Document number of corporation (if known))

FILED
SECRETARY OF CORPORATION
DIVISION OF CORPORATIONS
08 JAN 28 PM 3:21

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

NEW CORPORATE NAME (if changing):

eFUEL EFN, Corp.

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

ARTICLE IV SHARES

The capital stock of the corporation shall consist of 300,000,000 shares of common stock, \$.001 par value and 250,000,000 shares of preferred stock, \$.001 par value. The board of directors may determine, in whole or part, the preferences, limitations, and relative rights of each class and series of shares.

(Attach additional pages if necessary)

If an amendment provides for 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

(continued)

The date of each amendment(s) adoption: 1/10/2007

Effective date if applicable: _____
(no more than 90 days after amendment file date)

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

- The amendment(s) was/were approved 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.

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)

only as CEO/PRESIDENT
(Title of person signing)

FILING FEE: \$35

EXHIBIT D

BY-LAWS

OF

Preservation Sciences, Inc.

A Florida Corporation

Article I. -- 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 may be taken without a meeting, without prior notice, and without a vote if the action is taken by the holders of 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 shareholders 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 of 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 a 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, a notice of 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 shareholders' list must be available for inspection by any 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 shareholders' 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 shareholders' 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 one vote for each outstanding share held by him or her on each matter voted at a shareholders' meeting.

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 designated 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 be 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, 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 objections 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 of 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 affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other 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 a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. After a quorum has been established at any shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes 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 votes 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 Powers: 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 the direction of, its board of directors.

2.2 Number, Terms, Classification, and Qualification: The board of directors of the corporation shall consist of _____ 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 of 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 a waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

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

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

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

transacting specific business at the meeting, or he or she votes against or abstains from the action taken.

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

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

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

2.12 Removal: Any director, or the entire board of directors, may be removed at any time, with or without cause, by action of the shareholders, unless the articles 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 the 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, 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 are 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 E.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.

EXHIBIT E

I, Cole Coon, certify that:

1. I have reviewed this quarterly disclosure statement of eFUEL EFN, Corp.:
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: _____

Signature and Title

Cole Coon, Only as Vice President

I, Joseph Cillo, certify that:

1. I have reviewed this quarterly disclosure statement of eFUEL EFN, Corp.:
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: _____

Signature and Title

Joseph Cillo, Only as CEO of eFUEL EFN, Corp.