

Division of Corporations

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P02000088857
ATTN: KAREN

Florida Department of State
Division of Corporations
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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

SECTHREE CORPORATION

Certificate of Status	1
Certified Copy	1
Page Count	13
Estimated Charge	\$87.50

Handwritten signature and date 10/11

ARTICLES OF MERGER
Merger Sheet

MERGING:

SECTHREE CORPORATION, an Indiana corporation not qualified in Florida

INTO

SECTHREE CORPORATION, a Florida entity, P02000088857

File date: October 10, 2002

Corporate Specialist: Karen Gibson

OCTOBER 10, 2002

SECTHREE CORPORATION
7321 HOWARD ROAD
BOKEELIA, FL 33922

SUBJECT: SECTHREE CORPORATION
REF: P02000088857

WE RECEIVED YOUR ELECTRONICALLY TRANSMITTED DOCUMENT. HOWEVER, THE DOCUMENT HAS NOT BEEN FILED. PLEASE MAKE THE FOLLOWING CORRECTIONS AND REFAX THE COMPLETE DOCUMENT, INCLUDING THE ELECTRONIC FILING COVER SHEET.

SINCE SECTION 1.2 OF THE PLAN STATES THE OFFICERS OF THE TARGET SHALL BECOME THE OFFICERS OF THE SURVIVOR, AN ATTACHMENT MUST BE SUBMITTED WITH THE MERGER NAMING THESE OFFICERS WITH THEIR TITLES AND ADDRESSES.

PLEASE RETURN YOUR DOCUMENT, ALONG WITH A COPY OF THIS LETTER, WITHIN 60 DAYS OR YOUR FILING WILL BE CONSIDERED ABANDONED.

IF YOU HAVE ANY QUESTIONS CONCERNING THE FILING OF YOUR DOCUMENT, PLEASE CALL (850) 245-6906.

DARLENE CONNELL
DOCUMENT SPECIALIST

FAX AUD. #: H02000210532
LETTER NUMBER: 402A00056762

**ARTICLES OF MERGER
OF
SECTHREE CORPORATION, AN INDIANA CORPORATION,
INTO
SECTHREE CORPORATION, A FLORIDA CORPORATION**

ARTICLES OF MERGER between SecThree Corporation, a Florida corporation ("SecThree (Florida)") and SecThree Corporation, an Indiana corporation (the "Indiana Corporation").

Under §607.1105 of the Florida Business Corporation Act (the "Florida Act") and §23-1-40-1 of the Indiana Business Corporation Act (the "Indiana Act"), SecThree (Florida) and the Indiana Corporation adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated October 6, 2002 ("Plan of Merger"), between SecThree (Florida) and the Indiana Corporation was approved and adopted by the shareholders of SecThree (Florida) on October 6, 2002, and was adopted by the shareholders of the Indiana Corporation on October 6, 2002.

2. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger by each voting group entitled to vote separately on the Plan of Merger as to each corporation is as follows:

<u>Designation of Group</u>	<u>Shares Outstanding</u>	<u>Number of Votes</u>
SecThree (Florida) Shareholders Common Stock	100	100
Indiana Corporation Shareholders Common Stock	233.3333	233.3333

3. The total number of votes cast for and against the Plan of Merger by each voting group entitled to vote separately on the Plan of Merger is as follows:

<u>Voting Group</u>	<u>Voting For</u>	<u>Voting Against</u>
SecThree (Florida) Shareholders Common Stock	100	100
Indiana Corporation Shareholders Common Stock	148.3333	0

3. Under the Plan of Merger, all issued and outstanding shares of the Indiana Corporation's stock will be acquired by means of a merger of the Indiana Corporation into SecThree

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 TALLAHASSEE, FLORIDA

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(Florida) with SecThree (Florida) the surviving corporation (the "Merger").

4. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth herein.

5. The date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida and the Secretary of State of Indiana.

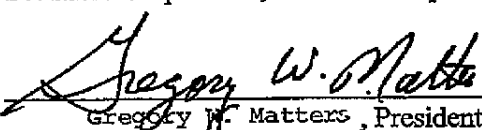
IN WITNESS WHEREOF, the parties have executed these Articles of Merger on October
6, 2002.

ATTEST:



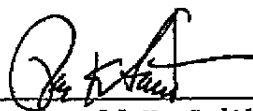
Donald K. Smith, Secretary

SecThree Corporation, a Florida Corporation



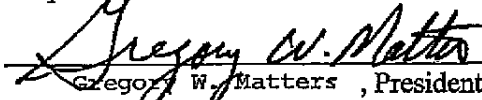
Gregory W. Matters, President

ATTEST:



Donald K. Smith, Secretary

SecThree Corporation, an Indiana Corporation



Gregory W. Matters, President

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger is made as of October 6, 2002, by and among:

- (i) Soaring Eagle Holding Company, a Florida corporation (the "Parent");
- (ii) SecThree Corporation, a Florida corporation (the "Subsidiary" or the "Surviving Corporation"); and
- (iii) SecThree Corporation, an Indiana corporation (the "Target").

Parent, Subsidiary, and Target are collectively referred to herein as the "Constituent Corporations."

Recitals

Whereas, the parties desire to adopt a plan of reorganization within the meaning of Section 368(a) of the 1986 Code, as amended;

Whereas, Constituent Corporations deem it advisable that Target be merged into Subsidiary pursuant to this Agreement and in accordance with the applicable statutes of the States of Indiana and Florida;

Whereas, at or prior to the Effective Date as hereinafter defined, Subsidiary will acquire from Parent the number of shares of Parent Common Stock necessary to complete the merger provided for herein.

Operative Provisions**Section 1 - The Merger**

1.1 **Transfer of Property and Liabilities.** Upon the Effective Date (as defined in Section 11) of the merger, the separate existence of Target shall cease; all of the outstanding shares of stock of Target shall be exchanged for and converted into shares of stock of Parent, as hereinafter provided; and upon the filing of Articles of Merger and this Agreement, certified as to the requisite stockholder approval, with the Secretary of State of the State of Florida and with the Department of State of the State of Indiana, the Surviving Corporation shall possess all the rights, privileges, immunities, powers, and purposes, and all the property, real and personal, causes of action, and every other asset of Target, and shall assume and be liable for all the liabilities, obligations, and penalties of Target, in accordance with the Indiana Business Corporation Act (the "Indiana Act") and the Florida Business Corporation Act (the "Florida Act").

1.2 Surviving Corporation. Following the merger, the existence of the Surviving Corporation shall continue unaffected and unimpaired by the merger, with all the rights, privileges, immunities, and powers, and subject to all the duties and liabilities, of a corporation organized under the laws of the State of Florida. The Certificate of Incorporation and Bylaws of Subsidiary, as in effect immediately prior to the Effective Date, shall continue in full force and effect and shall not be changed in any manner by the merger. The directors of Subsidiary immediately prior to the Effective Date shall continue as the directors of the Surviving Corporation, and the officers of Target immediately prior to the Effective Date shall become the officers of the Surviving Corporation. See Exhibit B.

Section 2 – Conversion of Shares

2.1 Conversion Ratio. Each share of Target Common Stock issued and outstanding immediately prior to the Effective Date (exclusive of shares held in the treasury of Target, which shares shall be canceled upon the Effective Date) shall, without any action on the part of Parent, Subsidiary, or any holder of such shares, be converted by the merger into 1,378.8479 shares of Parent.

2.2 Shares of Subsidiary. None of the issued shares of Subsidiary shall be converted as a result of the merger, but all of such shares shall remain issued shares of capital stock of the Surviving Corporation.

2.3 Exchange of Certificates. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates that prior thereto represented shares of Target Common Stock shall surrender the same to the Parent as exchange agent for all such holders (the "Exchange Agent"), and such holders shall be entitled upon such surrender to receive in exchange therefore certificates representing the number of whole shares of Parent Common Stock into which the shares theretofore represented by the certificate or certificates so surrendered shall have been converted. Adoption of the Agreement by the shareholders of Target shall constitute ratification of the appointment of the Parent as Exchange Agent.

2.3.1 Until so surrendered, each outstanding certificate that, prior to the Effective Date, represented Target Common Stock, shall be deemed for all corporate purposes (except the payment of dividends) to evidence ownership of the number of whole shares of Parent Common Stock into which the shares of Target Common Stock presented thereby prior to such Effective Date shall have been converted.

2.3.2 After the Effective Date and until the outstanding certificates formerly representing shares of Target Common Stock are so surrendered, no dividend payable to holders of record of the Parent Common Stock shall be paid to the holders of such outstanding Target certificates in respect thereof. Upon surrender of such outstanding certificates, however, there shall be paid to the holders of the certificates for Parent Common Stock issued in exchange therefore the amount of dividends, if any, that theretofore became payable with respect to such full shares of Parent Common Stock, but that have not theretofore been paid on such stock. No interest shall be payable with respect to the payment of any dividends.

Section 3 – Representations and Warranties of Target

3.1 Corporate Organization and Good Standing. Target is a corporation duly organized, validly existing, and in good standing under the laws of the State of Indiana, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

3.2 Capitalization. Target's authorized capital stock consists of 1,000 shares of Target Common Stock, without par value, of which 233.3333 shares are issued and outstanding, fully paid and non-assessable. There are no options, warrants, or rights outstanding to purchase shares of Target Common Stock from Target.

3.3 Subsidiaries. Target has no subsidiaries.

3.4 Financial Statements. Target's balance sheet as of December 31, 2001, and the related statements of income and retained earnings for the year then ended, and the unaudited balance sheets and related statements of income and retained earnings for the period ended June 30, 2002, copies of which have been delivered by Target to Parent and Subsidiary, fairly present the financial condition of Target as of said dates and the results of its operations for the periods then ended, in conformity with generally accepted accounting principles consistently applied for the periods covered.

3.5 Absence of Undisclosed Liabilities. Except to the extent reflected or reserved against in Target's balance sheet as of June 30, 2002, Target did not have at that date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

3.6 Absence of Certain Changes. Except as heretofore disclosed in writing by Target to Parent and Subsidiary, there has been no material adverse change in the business, properties, or financial condition of Target since June 30, 2002.

3.7 Litigation and Other Proceedings. Except as heretofore disclosed in writing by Target to Parent and Subsidiary, there is no litigation, proceeding, or investigation pending or, to the knowledge of Parent, threatened against Target that, if successful, might result in a material adverse change in the business, properties, or financial condition of Target or which questions the validity or legality of the Agreement or of any action taken or to be taken by Target in connection with this Agreement.

3.8 Contracts. Except as heretofore disclosed in writing by Target to Parent and Subsidiary, Target is not a party to any material contract not in the ordinary course of business that is to be performed in whole or in part at or after the date of this Agreement.

3.9 Title. Target has good and marketable title to all the real property and good and valid title to all other property included in the balance sheet of Target as of June 30, 2002, other than property disposed of in the ordinary course of business after said date. Except as heretofore

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disclosed in writing by Target to Parent and Subsidiary, the properties of Target are not subject to any mortgage, encumbrance, or lien of any kind except minor encumbrances that do not materially interfere with the use of the property in the conduct of the business of Target.

3.10 Tax Returns. All federal and state tax returns of Target have been properly prepared and filed for all periods through the Effective Date. Except as heretofore disclosed in writing by Target to Parent and Subsidiary, the provisions for federal and state taxes reflected in the financial statements referred to in Section 3.4 hereof are adequate to cover any such taxes that may be assessed against Target in respect of its business and its operations during the periods covered by said financial statements and all prior periods.

3.11 No Violations. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Target is subject or by which Target is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on Target's properties, business operations, or financial condition.

3.12 Authorization. Execution of this Agreement has been duly authorized and approved by Target's board of directors.

Section 4—Representations and Warranties of Parent

4.1 Corporate Organization and Good Standing. Parent is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

4.2 Capitalization. Parent's authorized capital stock consists of ten million shares of Parent Common Stock, have one cent (\$0.01) par value per share, of which one hundred (100) shares are issued and outstanding, fully paid and non-assessable. There are no options, warrants, or rights outstanding to purchase shares of Parent Common Stock from Parent.

4.3 Subsidiaries. Parent has four subsidiaries: (i) Subsidiary; (ii) SecOne Corporation, a Florida corporation; (iii) SecTwo Corporation, a Florida corporation; and (iv) SecFour Corporation; a Florida corporation.

4.4 Absence of Parent Liabilities. Prior the Effective Date, Subsidiary will have engaged only in the transactions contemplated by the Agreement, will have no material liabilities, and will have incurred no obligations except in connection with its performance of the transactions provided for in this Agreement, except as may arise under substantially similar Agreements and Plans of Merger with its other subsidiaries.

4.5 No Violations. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Parent is

subject or by which Parent is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on Parent's properties, business operations, or financial condition.

4.6 **Authorization.** Execution of this Agreement has been duly authorized and approved by Parent's board of directors.

Section 5 – Representations and Warranties of Subsidiary

5.1 **Subsidiary's Corporate Standing.** Subsidiary is a duly organized and validly existing corporation in good standing under the laws of the State of Florida with corporate power to own its property and to carry on its business as now conducted; and all of its outstanding shares of capital stock are validly issued and owned by Central.

5.2 **Absence of Subsidiary Liabilities.** Prior to the Effective Date, Subsidiary will have engaged only in the transactions contemplated by the Agreement, will have no material liabilities, and will have incurred no obligations except in connection with its performance of the transactions provided for in this Agreement.

5.3 **No Violations.** Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Target is subject or by which Target is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on Target's properties, business operations, or financial condition.

5.4 **Authorization.** Execution of this Agreement has been duly authorized and approved by Target's board of directors.

Section 6 – Covenants of Target

Target covenants and agrees that between the date of this Agreement and the Effective Date:

6.1 **Certificate of Incorporation and Bylaws.** No change will be made in Target's certificate of incorporation or bylaws.

6.2 **Capitalization.** Target will not make any changes in its authorized or issued capital stock, declare or pay any dividend or other distribution, or issue, encumber, purchase, or otherwise acquire any of its capital stock.

6.3 **Shareholders' Meeting.** Target will submit this Agreement to the shareholders' meeting contemplated by Section 9 with a favorable recommendation by its board of directors and will use its best efforts to obtain the requisite shareholder approval.

6.4 Conduct of Business. Target will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Parent or Subsidiary; enter into any material commitment except in the ordinary course of business.

Section 7 – Covenants of Parent

Parent covenants and agrees that between the date of this Agreement and the Effective Date:

7.1 Issue of Parent Common Stock. Parent will provide for the issuance or transfer as of the Effective Date of all the shares of Parent Common Stock into which the shares of Target Common Stock are to be exchanged and converted upon the Effective Date.

7.2 Certificate of Incorporation and Bylaws. No change will be made in Parent's certificate of incorporation or bylaws.

7.3 Capitalization. Except as may arise under substantially similar Agreements and Plans of Merger with its other subsidiaries, Parent will not make any changes in its authorized or issued capital stock, declare or pay any dividend or other distribution, or issue, encumber, purchase, or otherwise acquire any of its capital stock.

7.4 Shareholders' Meeting. Parent will submit this Agreement to the shareholders' meeting contemplated by Section 9 with a favorable recommendation by its board of directors and will use its best efforts to obtain the requisite shareholder approval.

7.5 Conduct of Business. Parent will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Target; enter into any material commitment except in the ordinary course of business.

Section 8 – Covenants of Subsidiary

Subsidiary covenants and agrees that between the date of this Agreement and the Effective Date:

8.1 Certificate of Incorporation and Bylaws. No change will be made in Subsidiary's certificate of incorporation or bylaws.

8.2 Capitalization. Subsidiary will not make any changes in its authorized or issued capital stock, declare or pay any dividend or other distribution, or issue, encumber, purchase, or otherwise acquire any of its capital stock.

8.3 Shareholders' Meeting. Subsidiary will submit this Agreement to the shareholders' meeting contemplated by Section 9 with a favorable recommendation by its board of directors and will use its best efforts to obtain the requisite shareholder approval.

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8.4 Conduct of Business. Subsidiary will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Target, enter into any material commitment except in the ordinary course of business.

Section 9 – Access

From the date hereof to the Effective Date, the Constituent Corporations shall provide each other with such information and permit each other's officers and representatives such access to its properties and books and records as the other may from time to time reasonably request. If the merger is not consummated, all documents received in connection with this Agreement shall be returned to the party furnishing the same, and all information so received shall be treated as confidential.

Section 10 – Conditions Precedent to Obligations of Target

Target's obligation to consummate this merger shall be subject to the fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by Target:

10.1 Representations and Warranties of Parent and Subsidiary. The representations and warranties of Parent and Subsidiary set forth in Section 4 and Section 5 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

10.2 Covenants of Parent and Subsidiary. Parent and Subsidiary shall have performed all covenants required by this Agreement to be performed by either on or before the Effective Date.

10.3 Shareholder Approval. This Agreement shall have been adopted by the necessary vote of holders of the capital stock of the Constituent Corporations as set forth herein.

10.4 Dissenting Shareholders of Target. The number of shares of Common Stock of Target with respect to which objections to the merger and demands for payment of the fair value thereof shall have been made in accordance with the provisions the Indiana Business Corporation Law, and with respect to which such demands shall not have been withdrawn with the consent of Target, shall not exceed five percent (5%) of the number of shares entitled to object and make such demand.

Section 11 – Conditions Precedent to Obligations of Parent and Subsidiary

The obligations of Parents and Subsidiary under this Agreement are subject to the fulfillment, before or on the Effective Date, of each of the following conditions, unless waived in writing by Subsidiary:

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11.1 Representations and Warranties of Target. The representations and warranties of Target set forth in Section 3 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

11.2 Covenants of Target. Target shall have performed all covenants required by this Agreement to be performed by either on or before the Effective Date.

11.3 Shareholder Approval. This Agreement shall have been adopted by the necessary vote of holders of the capital stock of the Constituent Corporations as set forth herein.

11.4 Dissenting Shareholders of Target. The number of shares of Common Stock of Target with respect to which objections to the merger and demands for payment of the fair value thereof shall have been made in accordance with the provisions of the Indiana Business Corporation Law, and with respect to which such demands shall not have been withdrawn with the consent of Target, shall not exceed five percent (5%) of the number of shares entitled to object and make such demand.

Section 12 -- Termination

12.1 Circumstances of Termination. This Agreement may be terminated (notwithstanding approval by the shareholders of any party hereto):

12.1.1. By the mutual consent in writing of the boards of directors of Target Parent, and Subsidiary.

12.1.2. By the board of directors of Target, if any condition provided in Section 10 hereof has not been satisfied or waived on or before the Effective Date.

12.1.3. By the board of directors of Parent if any condition provided in Section 11 hereof has not been satisfied or waived on or before the Effective Date.

12.1.4. By the board of directors of either Target or Subsidiary if the Effective Date has not occurred by December 31, 2002.

12.2 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 12.1 hereof, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any of its officers, directors, and shareholders) shall be liable to any other party for any costs, expenses, damage, or loss of anticipated profits hereunder.

Section 13 - Effective Date of Merger

13.1 After adoption and approval of this Agreement by the shareholders of the Constituent Corporations in accordance with the requirements of applicable law, and upon satisfaction of each of the conditions set forth in Sections 10 and 11 (unless waived in accordance with this Agreement) and in the absence of any facts that would give any party hereto a right to terminate this Agreement (which right has not been waived), executed Articles of

Merger shall be submitted for filing with the Florida Secretary of State and the Indiana Secretary of State.

13.2 The date of the later of such filings, or such other date as the parties may agree upon in writing pursuant to applicable law, is referred to in this Agreement as the "Effective Date."

Section 14 – General Provisions

14.1 **Law Applicable.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Florida.

14.2 **Parties Bound.** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, assigns, creditors, receivers and all holders or possessors of any shares of the Constituent Corporation's Stock, including, but without limitation thereto, assignees, transferees, pledgees, mortgagees, donees, trustees, and all other Persons with notice or knowledge, or chargeable with such notice or knowledge, of the provisions hereof.

14.3 **Further Action.** The parties hereto agree to take and perform such actions and execute, acknowledge, and deliver such other instruments or documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

14.4 **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter contained herein, and supersedes any prior understanding or agreement, whether written or oral, between the parties with respect to the subject matter contained herein.

14.5 **Notice.** Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the party giving the notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom such notice is to be given (or at such other address as shall have been stated in a previous notice similarly given).

14.6 **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall collectively constitute one and the same Agreement which may be sufficiently evidenced by one counterpart.

14.7 **Costs of Enforcement.** If any action at law or in equity (including any appellate proceeding) is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to legal and accounting fees, costs, and disbursements in addition to any other relief to which such party may be entitled.

14.8 Authority. All provisions, terms, and conditions of this Agreement have been duly consented to, ratified, approved, and adopted by the board of directors of the parties, and appropriate authority has been delegated to the undersigned officers of the parties to execute this Agreement.

14.9 Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

14.10 Brokers. Each party represents to the other party that no broker or finder has acted for it in connection with this Agreement and agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

14.11 Headings. The headings of the various Sections herein contained are intended for ease of reference only and are not to be construed as evidence of the intent as to the content thereof.

14.12 Interpretation. In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

14.13 Time of the Essence. Time is of the essence of this Agreement.

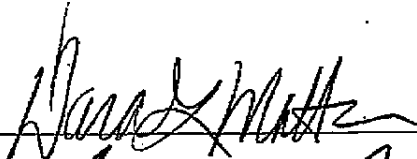
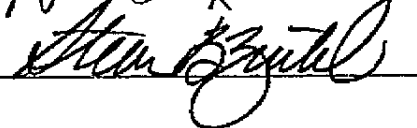
14.14 Effect of Agreement. This Agreement supersedes any provision of the Articles of Incorporation or the Bylaws of the parties and other documents and agreements presently in effect as they relate the Merger and to the other matters covered herein.

14.15 Agreement Drafted by Counsel for the Parent. The parties acknowledge that Green Schoenfeld & Kyle LLP, counsel for the Parent, has prepared this Agreement on behalf of and in the course of its representation of the Parent and that: (a) they have been advised that a conflict may exist between the interests of the Parent and their interests; (b) they have been advised by Green Schoenfeld & Kyle LLP to seek the advice of independent counsel; and (d) they have had the opportunity to seek the advice of independent counsel.

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last below written.

Witnesses:






PARENT:

Soaring Eagle Holding Company,
a Florida corporation

By: Donald K. Smith, PresidentAddress: PO Box 417 BOKERUA HI 96724Date: October 6, 2002

Witnesses:


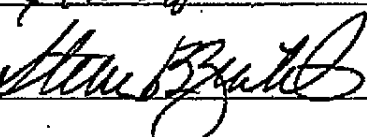



SUSIDIARY:

SecThree Corporation,
a Florida corporation

By: Gregory Matter, PresidentAddress: 20911 EDGEWATER DR
NOBLESVILLE, IN 46060Date: October 6, 2002

Witnesses:

TARGET:

SecThree Corporation,
an Indiana corporation

By: Gregory Matter, PresidentAddress: 20911 Edgewater Drive
Noblesville, IN 46060Date: October 6, 2002

EXHIBIT B

LIST OF OFFICERS

SecThree Corporation, a Florida corporation

President: Gregory W. Matters
20911 Edgewater Drive
Noblesville, IN 46060

Secretary: Donald K. Smith
160 W. Carmel Drive
#101
Carmel, IN 46032

SecThree Corporation, an Indiana corporation

President: Gregory Matters
20911 Edgewater Drive
Noblesville, IN 46060

Secretary: Donald K. Smith
160 W. Carmel Drive
#101
Carmel, IN 46032