

PD2000/17567

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

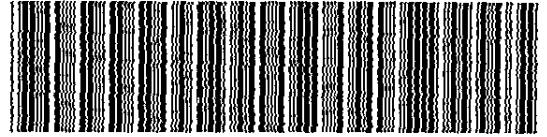
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

*Amend
SMAD 11/6*



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FILED
03 NOV -3 AM 11:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HDA PUMPING, INC.

619 Ocean Mist
Ruskin, FL 33570
Phone (813) 299-0124

October 27, 2003

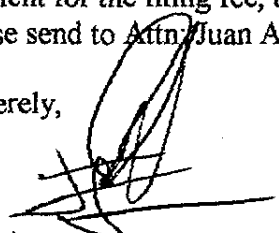
Florida Dept of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: P02000117567

To those concerned:

Please accept these Articles of Amendment for HDA Pumping, Inc. Included is our payment for the filing fee, a certified copy of the amendment and a certificate of status. Please send to Attn: Juan Avonce, 619 Ocean Mist, Ruskin, FL 33570.

Sincerely,



Juan Avonce
President

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF**

HDA Pumping, Inc.

(Present Name)

P02000117567

(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 II:

The principal place of business/ mailing address is: 619 Ocean Mist, Ruskin, FL 33570

Article V Board of Directors are:

Juan Avonce, President, 619 Ocean Mist, Ruskin, FL 33570

Espiridion Avonce, Vice President, 4606 Hudson Oaks Ln., Dover, FL 33527

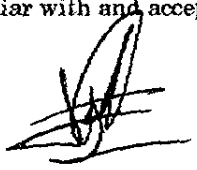
Miguel Avonce, Treasurer, 10314 Hwy 92 E., Apt B, Tampa, FL 33610

Francisco Avonce, Secretary, 10314 Hwy 92 E., Apt B, Tampa, FL 33610

Article VI Registered Agent:

Juan Avonce, 619 Ocean Mist, Ruskin, FL 33570

I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation.



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:

Juan Avonce, 100% Owner or 1000 Shares

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TALLAHASSEE, FLORIDA

THIRD: The date of each amendment's adoption: 10/27/2003

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 27th day of October, 2003

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.)

Juan Avonce

(Typed or printed name of person signing)

President

(Title of person signing)

FILING FEE: \$35

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of October, 2003, by and between Paul Hazelwood and Ebodio Aleman, (hereinafter referred to as "Sellers") and Juan Avonce, (hereinafter referred to as "Purchaser");

WITNESSETH:

WHEREAS, the Seller is the record owner and holder of the issued and outstanding shares of the capital stock of HDA Pumping, Inc., (hereinafter referred to as the "Corporation"), a Florida corporation, which Corporation has issued capital stock of 1000 shares of \$1.00 par value common stock, and

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE:

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser

certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The certificates representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary

transfer tax stamps affixed thereto at the expense of the Seller.

The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at 12154 US Hwy 41 South, on October 27, 2003, at 4:00 pm, or such other place, date and time as the parties hereto may otherwise agree.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE.

The total consideration and method of payment thereof are fully set out in Exhibit "A" attached hereto and made a part hereof.

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby warrants and represents:

(a) Organization and Standing.

Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock.

i. The Seller is not a party to any agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.

ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to

the stock, nor are there any securities convertible into such stock.

4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER.

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

5. GENERAL PROVISIONS

(a) Entire Agreement.

This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings.

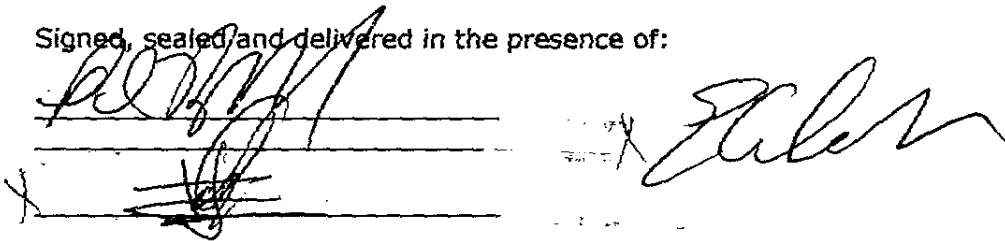
The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law.

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Hillsborough County, State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

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

Signed, sealed and delivered in the presence of:

The block contains three horizontal lines representing signature lines. The top line has a large, stylized signature. The middle line has a smaller signature. The bottom line has a signature that appears to be 'Euler'. There are some faint marks and a small 'X' to the right of the middle signature.

Caroline Willoughby, witness
Sabel Stoney, witness

EXHIBIT "A"

AMOUNT AND PAYMENT OF PURCHASE PRICE

(a) Consideration.

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of One thousand four hundred forty-eight and 11/100 Dollars

(\$1,448.11), such total consideration to be referred to in this Agreement as the "Purchase Price".

(b) Payment.

The Purchase Price shall be paid as follows:

~~i. The sum of ¹⁴⁴Zero Dollars (\$ 0) to be delivered to Seller upon the execution of this Agreement.~~

PA JMA

ii. The sum of One thousand four hundred forty-eight and 11/100 Dollars (\$1,448.11) to be delivered to Seller at Closing.