

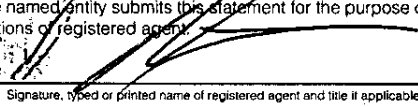



# 2004 FOR PROFIT CORPORATION ANNUAL REPORT

**FILED**  
**May 20, 2004 8:00 am**  
**Secretary of State**

05-20-2004 90004 015 \*\*\*150.00

<b>DOCUMENT # P03000123282</b> 1. Entity Name <b>NEW HORIZONS CAPITAL GROUP, INC.</b>							
Principal Place of Business 12314 S.W. 124 PATH MIAMI, FL 33186			Mailing Address 12314 S.W. 124 PATH MIAMI, FL 33186				
2. Principal Place of Business <b>7990 SW 117 AVENUE</b> Suite, Apt. #, etc. <b>208</b> City & State <b>MIAMI FL</b> Zip <b>33183</b> Country <b>USA</b>		3. Mailing Address <b>7990 SW 117 AVENUE</b> Suite, Apt. #, etc. <b>208</b> City & State <b>MIAMI FL</b> Zip <b>33183</b> Country <b>USA</b>					
03072003 Chg-P CR2E034 (10/03)				4. FEI Number <b>20-0365658</b> <table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Applied For</td> </tr> <tr> <td style="padding: 2px;">Not Applicable</td> </tr> </table>		Applied For	Not Applicable
Applied For							
Not Applicable							
5. Certificate of Status Desired <input type="checkbox"/> <b>\$8.75 Additional Fee Required</b>				6. Name and Address of Current Registered Agent <b>RUBIN, JONATHAN R ESQ.</b> <b>9360 SUNSET DR., STE. 220</b> <b>MIAMI, FL 33173</b>			
7. Name and Address of New Registered Agent Name <b>OSCAR H. VINCES</b> Street Address (P.O. Box Number is Not Acceptable) <b>7990 SW 117 AVE # 208</b> City <b>MIAMI</b> <b>FL</b> Zip Code <b>33183</b>				8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent. SIGNATURE  <b>OSCAR VINCES</b> <b>5/17/2004</b> <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE</small>			
<b>FILE NOW!!! FEE IS \$150.00</b> <b>Due by September 8, 2004</b>		9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> <b>\$5.00 May Be Added to Fees</b>		In accordance with s. 607.193(2)(b), F.S., the corporation did not receive the prior notice.			
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11				
TITLE NAME STREET ADDRESS CITY-ST-ZIP	PTD VINCES, OSCAR H 12314 S.W. 124 PATH MIAMI, FL 33186	<input type="checkbox"/> Delete					
TITLE NAME STREET ADDRESS CITY-ST-ZIP	SD VINCES, AUDREY Y 12314 S.W. 124 PATH MIAMI, FL 33186	<input type="checkbox"/> Delete					
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TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete						
12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address with all other like empowered.							
<b>SIGNATURE:</b>  <b>OSCAR VINCES</b> <b>PRESIDENT</b> <b>5/17/2004</b> <b>305-270-3233</b> <small>SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #</small>							

05/13/2004 14:22 FAX

A Attachment

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**OFFICE LEASE  
BASIC INFORMATION**

**LANDLORD:**

The 7990 Building

**TENANT:**

New Horizons Capital Group, Inc., a Florida Corporation

Address: 7990 SW 117 Avenue, Miami, Florida 33183

Suite #: 210 208

**TOTAL RENTABLE SQUARE FT:** Approximately 1,000 RSF\*

\*Exact square footage to be determined based on architect's plan. An Addendum to Lease shall be prepared if the exact square footage changes.

**TENANT'S PRO-RATA SHARE:** 2.42%

**OPERATING EXPENSE BASE YR:** 2004

**PERMITTED USE:**

General Office

**LEASE BASIS:**

Full service, including electrical and janitorial.

**TERM:**

Years: Three (3) Years

**COMMENCEMENT DATE:** The earlier of January 1, 2004 or completion of tenant improvements.

**TERMINATION DATE:**

December 31, 2006

**SECURITY DEPOSIT:**

\$5,076.50 \$,000.00

**BASIC RENT:**

\$1,500.00 monthly, not including Additional Rent, State of Florida sales tax or annual increases.

**ANNUAL INCREASES:**

Annual increases shall be three percent (3%) per year, as follows:

Year 2: \$18.54 p.s.f.

Year 3: \$18.10 p.s.f.

**TENANT IMPROVEMENTS:**

Landlord shall construct a "turnkey" office based upon a mutually agreed upon space plan in keeping with the building's typical construction standards, specifications and allowances. An agreed upon space plan shall be attached hereto as Exhibit "D".

The aforementioned basic information refers to specific provisions of the Office Lease. Each such reference incorporates the applicable provision into the Office Lease. In the event of discrepancies or conflicts between the Office Lease Basic Information and the Office Lease, the terms set forth in the Office Lease Basic Information shall control.

**LANDLORD:** The 7990 Building

By: William Grossman

Title

**TENANT:** New Horizons Capital Group, Inc.

By: Oscar Vines, President

Title

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obligation shall be, at the Landlord's sole option, to refund or pay on behalf of the Tenant the actual cost of moving the personal property of the Tenant to the new premises, the cost of decorating and building out (if applicable) the new premises to which the Tenant is relocated, and the Tenant agrees that the Landlord's exercise of its election to remove and relocate the Tenant shall not terminate the Lease, or except to the extent stated above, release the Tenant from the Tenant's obligation to pay the Base Rent, Additional Rent, and any other sums due hereunder and to perform the covenants and agreements hereunder for the full Term. Under no circumstances shall the Landlord be responsible to pay the Tenant for any compensatory, consequential or any other type of damages in the event that the Landlord exercises its right hereunder.

**SECTION 23.17 Additional Provisions.** In the event of conflict between provisions contained in the Lease and the following Additional Provisions, the Additional Provisions shall control all printed provisions of the Lease in conflict therewith.

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the Effective Date set forth above.

Witness

Witness

Witness

Witness

LANDLORD:

The 7990 Building

By:

Authorized Agent

TENANT:

New Horizons Capital Group, Inc.

By:

As its:

President

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## OFFICE LEASE

October 2003 (the "Effective Date") by and between The 7990 Building (the "Landlord"), whose property management office address is 9855 South Dixie Highway, Suite 200, Miami, Florida 33156 and New Horizons Capital Group, Inc., a Florida Corporation (the "Tenant"), whose current address is 12314 SW 124<sup>th</sup> Path, Miami, FL 33186.

## WITNESSETH:

WHEREAS, the Tenant desires to lease from the Landlord and the Landlord desires to lease to the Tenant certain office space in Suite 208 in the office building located 7990 SW 117 Avenue, Miami, Florida 33183. (the "Building"),

NOW THEREFORE, the Landlord and the Tenant hereby agree as follows:

### ARTICLE I EXHIBITS AND DEFINITIONS

**SECTION 1.1 Exhibits.** The exhibits listed in this Section are attached to this Lease and are hereby incorporated by reference and made a part of this Lease.

- Exhibit "A": Office Floor Plan showing the approximate location, size and configuration of the Premises.
- Exhibit "B": Building Rules and Regulations.
- Exhibit "C": Initial Tenant Improvements (if applicable).
- Exhibit "D": Final Plans and Specifications for Initial Tenant Improvements (if applicable).
- Exhibit "E": Personal Guaranty.

**SECTION 1.2 Definitions.** Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

- (a). "Premises" shall mean the portion of the Building described in Exhibit A.
- (b). "Impositions" shall mean all impositions, taxes, assessments (special or otherwise), water and sewer assessments, and other governmental liens or charges of any and every kind, nature, and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefore, including all taxes whatsoever (except only those taxes of the following categories: any inheritance, estate, succession, transfer, or gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate tax-paying entity without regard to Landlord's income source as arising from or out of the Building and/or the land on which it is located) attributable in any manner to the Building, the land on which the Building is located or the rents (however the term may be defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located herein or used in conjunction therewith or any charge or other payment required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax", "rental tax", "sales tax", "excise tax", "business tax", or designated in any other manner.
- (c). "Premises Area" shall mean the area of the Premises and is hereby stipulated for all purposes hereof to consist of approximately 1,000 rentable square feet. Tenant acknowledges and agrees that the size of the Premises is an estimate for descriptive purposes only and that the Base Rent is not based on the size of the Premises.
- (d). "Building" shall mean the building and the land (including parking areas, sidewalks, ingresses and egresses) and other real property commonly known as the 7990 Building, and located at 7990 SW 117 Avenue, Miami, Florida 33183, together with all improvements, grounds, landscaping, any appurtenant parking areas, and other appurtenances relating thereto.
- (e). "Operating Expenses" shall mean all costs and expenses incurred by Landlord in connection with the ownership, operation, administration, management, insurance, maintenance, and repair of the Building, including, without limitation, the following: (i) real property taxes and assessments and any and all other impositions, wages, salaries, and payroll burden of all employees, janitorial and maintenance staff, guards, grounds keepers and other services, building management fees, costs, and expenses, office rent or rental value for building management, security, power, fuel, water,

Attachment

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NEW HORIZONS CAPITAL GROUP INC  
7990 SW 117<sup>TH</sup> AVENUE STE 208  
Miami, Florida 33183

May 13, 2004

To: Florida Department of State  
Division of Corporations  
PO BOX 6327  
Tallahassee, Florida 32314

Re: Reinstatement Request/Annual Report

To Whom It May Concern:

We request that you consider reinstating our corporation and abating the penalty with your department based on reasonable cause.

Today, my accountant informed me that I had not paid or filed the annual report when due. It appears that it is because the address you have on file is incorrect. We never received the annual report for 2004, it was never delivered to our location.

We are attaching a copy of our lease showing our correct address. Also, we are attaching our 2004 annual report with the payment of \$150, reflecting our most current information.

Finally, thank you for your attention to this matter and consideration to our request to reinstate our corporation to active status and abate any penalties due.

Sincerely,

Oscar Vines  
President