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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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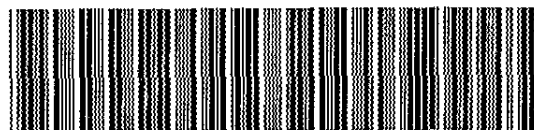
(Business Entity Name)

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04 APR 19 PM 3:51  
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FBI - NEW YORK

Amend 4/26/04  
T. Lewis

**ERIC J. MILLER, P.A.**

*Attorneys at Law*

17071 West Dixie Highway  
N. Miami Beach, FL 33160

*ericjmillerp@aol.com*

*Tel. (305) 940-4746  
Fax (305) 940-5375*

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April 13, 2004

Florida Department of State  
Division of Corporations  
Attention: Amendment Section  
PO Box 6327  
Tallahassee, FL 32314

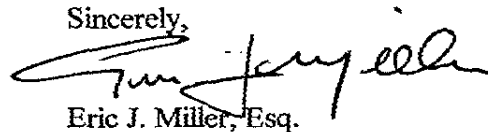
**Re: Wheel Armor, Inc.  
Doc. No. P04000037748  
Articles of Amendment**

To Whom It May Concern:

The undersigned represents Wheel Armor, Inc., in connection with the enclosed executed Amendment to Articles of Incorporation and check for \$43.75 representing costs for the filing fee and for one certified copy of the Amendment.

Please remit the certified copy to this office, and if there is anything further required, please contact the undersigned at your earliest opportunity.

Sincerely,



Eric J. Miller, Esq.  
For the Firm

Cc: Wheel Armor, Inc.

Enclosures (2)

**AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
WHEEL ARMOR, INC.**

FILED  
04 APR 19 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned officers and members of the Board of Directors of Wheel Armor, Inc., a Florida corporation, hereby certify that the following resolution was adopted by the unanimous written consent of all of the directors of the Corporation, by corporate action effective as of April 5, 2004.


RESOLVED, that Article 7 of the Articles of Incorporation of Wheel Armor, Inc., be amended and re-stated to read in pertinent part as follows:

**ARTICLE 7**

SECTION 7.1: The maximum number of shares that this Corporation is authorized to issue and have outstanding at any time is ONE MILLION FIVE HUNDRED THOUSAND (1,500,000) shares of common stock, each share having the par value of ONE CENT (\$.01).

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have signed this Amendment to Articles of Incorporation this 8<sup>th</sup> day of April 2004 and have attached the pertinent board action giving effect to same and to all resolutions therein as "Exhibit A" hereto.

BY:   
Director & President, Carl D. Katz

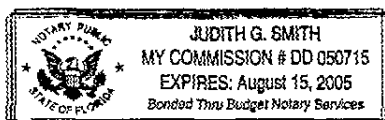
BY:   
Director & Vice Pres., Steven August

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me this 8<sup>th</sup> day of April 2004, by Carl D. Katz and Steven August who are personally known to me and who did not take an oath.

Notary Seal below:

Sign   
NOTARY PUBLIC



**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF  
WHEEL ARMOR, INC.**

The following resolution was adopted by written consent of all of the members of the Board of Directors of WHEEL ARMOR, INC., ("Company") a Florida Corporation, as below signed, and pursuant to the provisions of Florida Corporate Law, adopted the following resolutions:

**WHEREAS**, the Company is desirous for business purposes to 1) increase the number of shares of common stock that the Company is authorized to issue; 2) to apportion commensurate proportions of applicable shares to its current stockholders; and 3) to grant additional stock to a new shareholder of the Company, it is thereby:

**RESOLVED** as follows:

1. That the pertinent provisions of the Company's Articles of Incorporation are to be duly amended to reflect that effective upon the date of this Action, the maximum number of shares of common stock that the Company is authorized to issue and have outstanding at any time is ONE MILLION FIVE HUNDRED THOUSAND (1,500,000). This Resolution shall take precedence over any of the applicable conflicting provisions of the Company's Articles of Incorporation, including, but not limited to, Article 7 thereof.
2. That the initial issuance of common stock certificates to Carl D. Katz and Steven August in respective proportions of 5,000 shares each are hereby cancelled and shall be replaced by the re-issuance of new certificates for 475,000 shares of common stock to Carl D. Katz and 475,000 shares of common stock to Steven August, effective as of the date of this Written Consent. Such stock is to be fully paid and non-assessable to said individuals having paid the Corporation the appropriate consideration of \$475.00 for each issuance of their respective stock certificates.
3. That pursuant to the Agreement entered into between Company and Eric J. Miller dated April 3, 2004, and a corresponding Addendum thereto (Attached as Exhibit "A" to this Written Consent), this Board hereby approves the issuance of 50,000 shares of Company Common Stock to Eric J. Miller in consideration of services to be performed in connection with the Agreement, said issuance effective as of the date of this Written Consent.

**FURTHER RESOLVED**, that in addition to and without limiting the foregoing, the appropriate officers of the Company be, and each of them hereby is, authorized, directed and empowered to take, or cause to be taken, on behalf of the Company such further action, execute such documents, make such commitments and pay such expenses as they, in their discretion, may determine necessary and appropriate in order to effect the purpose and intent of the foregoing resolution, as conclusively evidenced by the taking of such action or the execution and delivery of such instruments and documents, as the case may be, and all actions heretofore taken by the officers and agents of the Company in connection with the subject of the foregoing recitals and resolutions be, and they hereby are, approved, ratified and confirmed in all respects as the act and deed of the Company.

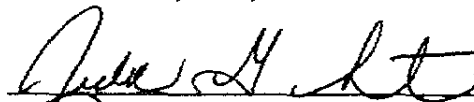
Dated as of the 5th day of April, 2004.


*EXHIBIT "A" to Amendment  
to Articles of Incorporation*

*Unanimous Written Consent of the Board  
Wheel Armor, Inc.  
Dated April 5, 2004 / Page 2 of 2*

  
\_\_\_\_\_  
CARL D. KATZ, DIRECTOR

  
\_\_\_\_\_  
STEVEN AUGUST, DIRECTOR

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

**AGREEMENT BETWEEN WHEEL ARMOR, INC.**  
**AND ERIC J. MILLER**

This Agreement between Wheel Armor, Inc. (hereinafter "Company") and Eric J. Miller (hereinafter "Miller") is entered into on this 3<sup>rd</sup> day of April, 2004, and sets forth the following material terms to which the parties agree:

1. Miller shall render legal and business consulting services to Company consisting of contract review and preparation, legal and business consultation and advice, liaising with outside counsel in specialized areas of law, business plan contributions, attendance at meetings upon reasonable advance notice to Miller, and general corporate counsel functions as required by the Company.
2. In consideration of the services described in Section One (1) herein as agreed to be rendered by Miller and his reservation of time for same, Company shall issue 50,000 Class "A" (voting) shares of Company stock to Miller. The issuance of these shares shall become effective upon filing of an amendment to the Company's Articles of Incorporation thereby designating One Million Class "A" (voting) shares as authorized for issuance by the Company. Company hereby agrees to file the pertinent amendment prior to issuing such shares to Miller as a condition precedent to any performance obligations on behalf of Miller. Miller shall be entitled to receive additional Company stock and other compensation as incentives for performance subject to further agreement by Company management and Miller at a future date.
3. Miller agrees not to enter into any collusive agreements with any shareholder of the Company so as to facilitate a potential imbalance of the controlling voting shares by its two principal shareholders at any point in time.
4. In addition to the services described in Section One (1) herein, Miller shall be provided with the opportunity to facilitate and procure certain revenue-producing agreements on behalf of the Company, inclusive and without limitation, licensing and other business agreements as determined by Company management. The compensation and contractual components of Miller's involvement in such agreements shall also be determined by Management in due course.
5. Miller shall also be entitled to receive five percent (5%) of any investment funds received and accepted by Company in its sole discretion, as referred by Miller to Company directly, said referral fee payable to Miller within 30 days of receipt by Company or as released from Miller's law firm Trust Account to Miller upon written approval by Company.

EXHIBIT "A" to Unanimous  
Written Consent of the Board of Directors

*EM*  
*EC*

6. All documents necessary to carry out the equity obligations of the Company hereunder, inclusive and without limitation, a Shareholders' Agreement between Company and Miller, if necessary, and/or Amendment to the Company's Articles of Incorporation, shall be executed and filed by the Company as applicable with the Florida Department of State, Division of Corporations.
7. Company hereby releases, protects, agrees to indemnify and holds Miller harmless from any and all potential future liability and legal actions arising as a result of any and all services performed by Miller and/or Eric J. Miller, P.A., in connection with this Agreement. This section shall remain in place until such time as the Company secures acceptable and applicable liability/malpractice insurance on behalf of Miller and/or Eric J. Miller, P.A.
8. Either party may terminate this Agreement effective upon the expiration of ten (10 ) days written notice to the other at the address stated on the applicable signature line below. In the event either party should terminate this Agreement, Miller shall be entitled to retain 4,200 shares for every month of service completed hereunder, as prorated through the last month of termination, with the full 50,000 shares vesting completely at the conclusion of the 12<sup>th</sup> month of service. Payments due pursuant to the terms of this Agreement shall be mailed to the same address, unless notified of a change of address via certified mail.
9. This Agreement represents the full intentions and understanding of the parties, and can only be altered by a written instrument signed by Company and Miller. Venue and jurisdiction for any dispute hereunder shall be Broward County, Florida. Each party shall bear their own attorney's fees and costs to enforce the terms of this Agreement.

**UNDERSTOOD, AGREED AND ACCEPTED** on the date first set forth above  
BY:

**COMPANY**

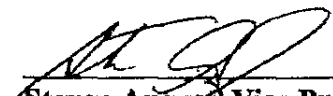
**MILLER**



**Carl Katz, President**  
Wheel Armor, Inc.  
4628 Windward Cove Lane  
Wellington, Florida 33467



**Eric J. Miller**  
17071 West Dixie Highway  
N. Miami Beach, Florida 33160



**Steven August, Vice President**  
Wheel Armor, Inc.  
4628 Windward Cove Lane  
Wellington, Florida 33467

FINAL ADDENDUM TO AGREEMENT  
BETWEEN WHEEL ARMOR, INC. AND ERIC J. MILLER


This Addendum to Agreement between Wheel Armor, Inc. (hereinafter "Company") and Eric J. Miller (hereinafter "Miller") dated April 3, 2004 (hereinafter "Agreement") is entered into on this 4<sup>th</sup> day of April, 2004, and sets forth the following changes to the Agreement:

Paragraph number 8 of the Agreement shall state in pertinent part and be superceded by the below stated language:

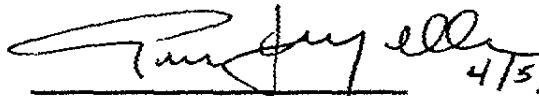
"Either party may terminate this Agreement effective upon the expiration of ten (10) days written notice to the other at the address stated on the applicable signature line below. In the event either party should terminate this Agreement, Miller shall be entitled to retain 8,400 shares for every month of service completed hereunder, as prorated through the last month of termination, with the full 50,000 shares vesting completely at the conclusion of the sixth (6<sup>th</sup>) month of service. Payments and notices due pursuant to the terms of this Agreement shall be mailed to the same address via certified mail, unless notified of a change of address in the same manner. Termination of the Agreement by Company shall only be effective if signed by both Carl Katz and Steven August and properly witnessed or notarized."

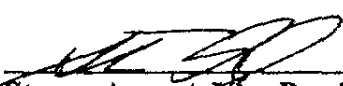
**UNDERSTOOD, AGREED AND ACCEPTED** on the date first set forth above  
BY:

**COMPANY**

 4/5/04  
**Carl Katz, President**  
Wheel Armor, Inc.  
4628 Windward Cove Lane  
Wellington, Florida 33467

**MILLER**

 4/5/04  
**Eric J. Miller**  
17071 West Dixie Highway  
N. Miami Beach, Florida 33160

 4/5/04  
**Steven August, Vice President**  
Wheel Armor, Inc.  
4628 Windward Cove Lane  
Wellington, Florida 33467