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Division of Corporations
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Account Name : CORPDIRECT AGENTS, INC.
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DIVISION OF CORPORATIONS

0937.31034

MERGER OR SHARE EXCHANGE

MAORIS CORPORATION

Certificate of Status	0
Certified Copy	1
Page Count	20
Estimated Charge	\$78.75

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Corporate Filing

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OCT. 22. 2004 12:22PM

NO. 581 P. 1

THE KLEINFELD LAW FIRM

SUNTRUST INTERNATIONAL CENTER - SUITE 1940

ONE SOUTHEAST THIRD AVENUE

MIAMI, FLORIDA 33131

TELEPHONE: (305) 375-9515

FACSIMILE: (305) 358-6541

E-MAIL: messagesctr@kleinfeld.com

OF COUNSEL

J. RICHARD DUKE, ESQ.
BIRMINGHAM, ALABAMA

LONDON REPRESENTATION

ALWIN TAMOSTUS
5 ST. JAMES SQUARE
P.O. BOX 32224
LONDON SW1V 4WT

TELEPHONE: (44) 207 747 8236
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EMAIL: law@tamostus.com

PLEASE REPLY TO:
MIAMI OFFICE

Date: October 22, 2004

Number of page(s): 14
(cover sheet included)

To: Mrs. Teresa Brown

Fax Number: 850-205-0380

From: Gaby M. Arzola, Paralegal

RE: Maoris, Corp. & Skeet, Inc.

This facsimile contains information that is PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW and is intended only for the use of the addressee(s) named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile in error is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank you.

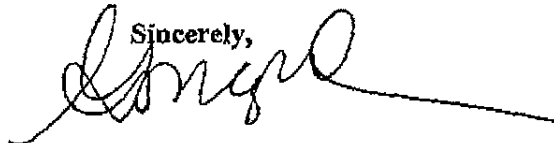
Dear Mrs. Brown:

Enclosed please find the following documents:

- * Articles of Merger of Maoris Corporation and Skeet, Inc.
- * Plan and Agreement of Reorganization
- * Plan of Merger

Thank you for your attention on this matter.

Sincerely,



Gaby M. Arzola
Real Estate Paralegal

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IN RE: MAORIS CORPORATION

OCT. 22. 2004 12:22PM

NO. 581 P. 2

**ARTICLES OF MERGER OF
MAORIS CORPORATION AND
SKEET, INC.**

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04 OCT 20 PM 3:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned individuals, the President and Sole Director of **MAORIS CORPORATION**, a Florida corporation (the "Surviving Company"), and the President of **SKEET, INC.**, a Florida corporation, the company being merged (the "Merging Company"), for the purpose of merging the aforesaid companies, hereby certify:

1. The exact name, street address of its principal office, jurisdiction, and entity type of the Merging Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Skeet, Inc 905 Brickell Ave, Ste. 524 Miami, FL 33131	Florida	Corporation

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Maoris Corporation 905 Brickell Ave, Ste. 524 Miami, FL 33131	Florida	Corporation

3. These Articles of Merger are being filed pursuant to a plan of merger (the "Plan") which is attached hereto and made a part hereof;
4. That all of the assets of the Merging Company were assigned, conveyed or otherwise transferred to the Surviving Company;
5. The Articles of Incorporation of the Surviving Company were filed with the Department of State, Divisions of Corporations in the State of Florida on October 11, 2004, and the surviving company was previously a foreign business entity authorized to do business in the State of Florida
6. The Articles of Incorporation of the Merging Company were filed with the Department of State, Divisions of Corporations in the State of Florida on October 11, 2004; and
7. The attached Plan meets the requirements of section(s) 607.1101 of the Florida Statutes, and was duly approved by the Directors and shareholders of each

OCT. 22. 2004 12:23PM

NO. 581 P. 3

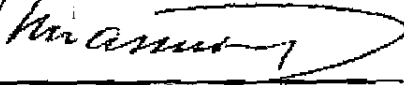
2

constituent company respectively, in compliance with Chapter(s) 607 of the Florida Statutes.

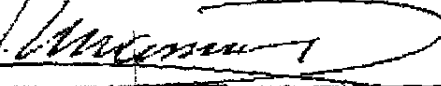
8. These Articles of Merger may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) original agreement.
9. The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by any agreement of either company or the regulations or Articles of Incorporation of either of the respective companies that is a party to the merger.
10. The merger shall become effective as of the date the Articles of Merger are filed with the Florida Secretary of State, Division of Corporations.
11. The Articles of Merger comply and were executed in accordance with the laws of each Company's applicable jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 20th day of October, 2004.

MACRIS CORPORATION, the Surviving Company


Jose M. Massuh, President and Sole Director

SKEET, INC., the Merging Company


Jose M. Massuh, President and Sole Director

OCT. 22. 2004 12:23PM

NO. 581. P. 4

PLAN AND AGREEMENT OF REORGANIZATION.
by merger of
SKEET, INC.
with and into
MAORIS CORPORATION
as surviving corporation

This Plan and Agreement of Merger (hereinafter referred to as the "Agreement") is made this 20th day of October, 2004, by and between **SKEET, INC.**, a Florida corporation (hereinafter referred to as the "Merging Company"), and **MAORIS CORPORATION**, a Florida corporation organized and validly existing under the laws of the State of Florida (hereinafter referred to as the "Surviving corporation"). The Merging and Surviving Companies are sometimes referred to in this Agreement as the "Constituent Companies."

WITNESSETH

WHEREAS, the principal and registered office of the Surviving corporation is 103 North Meridian Street, Tallahassee, FL 32301 and duly recorded since October 11, 2004; its Registered Agent is Filing, Inc.; and

WHEREAS, the principal and registered office of the Merging Company is 103 North Meridian Street, Tallahassee, FL 32301, and is duly recorded since October 11, 2004; its Registered Agent is filings, Inc.; and

WHEREAS, the aggregate number of shares that the Merging Company is authorized to issue is 10,000 common shares at no par value, of which 10,000 shares are outstanding and are owned legally and beneficially by Jose M. Massuh; and

WHEREAS, the Directors, shareholders and members of the Constituent Companies deem it advisable and to the advantage of the Companies and the shareholders and members of both companies that the Merging Company be merged into the Surviving corporation on the terms and conditions provided in this Agreement, and in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Companies have agreed and do hereby agree to merge in accordance with the applicable provisions of the laws of the State of Florida on the terms and conditions stated below.

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of **SKEET, INC.** and **MAORIS CORPORATION**, is adopted as follows:

a) **SKEET, INC.** shall be merged with and into **MAORIS CORPORATION**, to exist and be governed by the laws of the State of Florida.

b) The name of the Surviving corporation shall be **MAORIS CORPORATION**

c) When this agreement shall become effective, the separate corporate existence of **SKEET, INC.** shall cease (except as otherwise provided for specific purposes as provided by the laws of the State of Florida), and the Surviving corporation shall succeed, without other transfer, to all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and property, both of a public and private nature, whether real, personal or mixed, of **SKEET, INC.** and shall be subject to all the restrictions, disabilities, duties, debts and liabilities of the Merging Company in the same manner as if the Surviving corporation had itself incurred them. All rights of creditors and all liens on the property of each Constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

d) The Surviving corporation will carry on business with the assets of **SKEET, INC.**, as well as with the assets of **MAORIS CORPORATION**

e) The shareholder of **SKEET, INC.** will surrender all of their shares in the manner hereinafter set forth.

f) The Articles of Incorporation of **MAORIS CORPORATION**, as existing on the effective date of the merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (hereinafter referred to as the "Effective Date") shall be when this Agreement has been adopted by the vote of the holders of the capital stock or Stock Certificates of each of the Companies hereto, in accordance with the requirements of the laws of the State of Florida and that fact has been certified by the Secretary or Assistant of each of the Companies and when the Articles of Merger are filed with the State of Florida.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT COMPANIES

Nonsurvivor

2.01. As a material inducement to the Surviving corporation to execute this Agreement and perform its obligations under this Agreement, SKEET, INC. represents and warrants to the Surviving corporation as follows:

a) SKEET, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. SKEET, INC. is qualified to transact business as a corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

b) SKEET, INC. has authorized capitalization of 10,000, consisting of 10,000 shares of common stock, each of no par value, of which 10,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

c) All required revenue returns of SKEET, INC., if any, have been accurately prepared and duly and timely filed, and all taxes required to be paid with respect to the periods covered by the returns have been paid. SKEET, INC. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to SKEET, INC. to execute this Agreement and perform its obligations under this Agreement, MAORIS CORPORATION represents and warrants to SKEET, INC. as follows:

a) MAORIS CORPORATION is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted. MAORIS CORPORATION is qualified to transact business as a corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

b) MAORIS CORPORATION has Stock Certificates. As of the date of this Agreement, 10,000 Stock Certificates are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.03. The Constituent Companies will mutually arrange for and manage all necessary procedures under the requirements of any and all applicable securities laws and the related supervisory commissions, if any, to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the Constituent Companies will carry on their businesses in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, if any, and to maintain their relationships with suppliers and other business contacts, if any. Except with the prior consent of **MAORIS CORPORATION**, pending consummation of the merger, **SKEET, INC.** shall not:

- a) Declare or pay any dividend or make any other distribution on its shares.
- b) Create or issue any indebtedness for borrowed money.
- c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholder

3.02. This Agreement shall be submitted to the shareholder of **SKEET, INC.** for approval in the manner provided by the laws of the Island of Bahamas. This Agreement shall also be submitted to the Shareholders of **MAORIS CORPORATION** for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to obligations of SKEET, INC.

3.03. Except as may be expressly waived in writing by **SKEET, INC.**, all of the obligations of **SKEET, INC.** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **MAORIS CORPORATION**:

a) The representations and warranties made by **MAORIS CORPORATION** to **SKEET, INC.** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **MAORIS CORPORATION** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **SKEET, INC.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **SKEET, INC.**

b) **MAORIS CORPORATION** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) **MAORIS CORPORATION** shall have delivered to **SKEET, INC.** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **MAORIS CORPORATION** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged, and is legally qualified to do business as a corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of **SKEET, INC.** **MAORIS CORPORATION** has no subsidiaries.

2) The execution, the delivery, and the performance of this Agreement by **MAORIS CORPORATION** has been duly authorized and approved by requisite company action of **MAORIS, INC.**

3) This Agreement and the instruments delivered to **SKEET, INC.** under this Agreement have been duly and validly executed and delivered by **MAORIS CORPORATION** and constitute the valid and binding obligations of **MAORIS CORPORATION**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **MAORIS CORPORATION** shall have delivered to **SKEET, INC.** a certificate dated the Effective Date executed in its name by its Operating President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substances to counsel for **SKEET, INC.**

Conditions Precedent to Obligations of MAORIS CORPORATION

3.04. Except as may be expressly waived in writing by **MAORIS CORPORATION**, all of the obligations of **MAORIS CORPORATION** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **SKEET, INC.**:

a) The representations and warranties made by **SKEET, INC.** to **MAORIS CORPORATION** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **SKEET, INC.** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **MAORIS CORPORATION** and shall either correct the error, misstatement, or omission or obtain a written waiver from **MAORIS CORPORATION**

b) **SKEET, INC.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) **SKEET, INC.** shall have delivered to **MAORIS CORPORATION** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **SKEET, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged, and is legally qualified to do business as a corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of **MAORIS CORPORATION** and **SKEET, INC.** has no subsidiaries.

2) The execution, the delivery, and the performance of this Agreement by **SKEET, INC.** has been duly authorized and approved by requisite company action of **SKEET, INC.**

3) This Agreement and the instruments delivered to **MAORIS CORPORATION** under this Agreement have been duly and validly executed and delivered by **SKEET, INC.** and constitute the valid and binding obligations of **SKEET, INC.**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **SKEET, INC.** shall have delivered to **MAORIS CORPORATION** a certificate dated the Effective Date executed in its name by its President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

f) Each stockholder shall have delivered a letter to **MAORIS CORPORATION** containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holder of shares of **SKEET, INC.** shall surrender all of its shares to the President of the Surviving corporation promptly after the Effective Date.

Shares of Survivor

4.02. The currently outstanding Stock Certificates of **MAORIS CORPORATION** shall remain outstanding and new shares shall be issued to the shareholders of the non-surviving Company, when said shareholder of **SKEET, INC.** is the same as the shareholder of **MAORIS CORPORATION**

ARTICLE 5. DIRECTORS AND OFFICERS

President and Officers of Survivor

5.01. (a) The present President of **MAORIS CORPORATION** shall continue to serve as the President of the Surviving corporation until the next annual meeting or until his successors have been elected.

(b) If a vacancy shall exist on the Board of Directors of the Surviving corporation on the Effective Date of the merger, the vacancy may be filled by the Members as provided by the bylaws of the Surviving corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of **MAORIS CORPORATION** shall remain as officers of the Surviving corporation until the Board of Directors of the Surviving corporation shall determine otherwise. The Board of Directors of the Surviving corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BY-LAWS

By-Laws of Survivor

6.01. The By-laws of **MAORIS, INC.**, as existing on the Effective Date of the merger, shall continue in full force and effect as the By-laws of the Surviving corporation until altered, amended, or repealed as provided in the By-laws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of **SKEET, INC.**, **MAORIS CORPORATION**, or the stockholder pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under the Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the Constituent Companies or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02. **SKEET, INC.** agrees that on or prior to the Effective Date it shall obtain from the stockholder an agreement under which the stockholders shall indemnify and hold harmless **MAORIS CORPORATION** against and in respect of all damages (as defined in this paragraph) in excess of \$5,000.00 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **MAORIS CORPORATION** from (i) any inaccurate representation made by or on behalf of **SKEET, INC.** or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **SKEET, INC.** or the stockholders, in or pursuant this Agreement; (iii) breach or default in the performance by **SKEET, INC.** of any of the obligations to

be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholders of any of the obligations to be performed by them under any agreement delivered by them to MAORIS CORPORATION pursuant to this Agreement. The stockholders shall reimburse MAORIS CORPORATION on demand for any payment made or for any loss suffered by MAORIS CORPORATION at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to MAORIS CORPORATION by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against MAORIS CORPORATION for which MAORIS CORPORATION claims indemnity against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by MAORIS CORPORATION, which approval shall not be unreasonably withheld; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the stockholders; and (iii) counsel for MAORIS CORPORATION may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of MAORIS CORPORATION

Expenses

7.03. SKEET, INC. will cause the stockholders to pay all expenses in excess of \$5,000.00 incurred by SKEET, INC. in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of SKEET, INC.'s counsel and accountants (none of which shall be charged to SKEET, INC.). If the transactions contemplated by this Agreement are not consummated, either SKEET, INC. or the stockholders shall pay such expenses of SKEET, INC. as the stockholders and SKEET, INC. may then determine. MAORIS CORPORATION shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the shareholders of the Constituent Companies:

- (a) By mutual consent of the Board of Directors of the Constituent Companies.
- (b) At the election of the Board of Directors of either Constituent Companies if:
 - (1) The number of shareholders of either Constituent Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either Constituent Company, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either Constituent Company.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or Operating President of either Constituent Company whose Board of Director has made the election shall give immediate written notice of the election to the other Constituent Company.

(b) On the giving of notice as provided in Subparagraph (a) of this Paragraph 8.02, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either Constituent Company as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. SKEET, INC. agrees that from time to time, as and when requested by the Surviving corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. SKEET, INC. further agrees to take or cause to be taken any further or other actions as the Surviving corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the postal service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

OCT. 22. 2004 12:26PM

NO. 581 P. 1430 2
10.366

(a) In the case of **SKEET, INC.**, to:

905 Brickell Ave, Ste. 524
Miami, FL 33131

or to such other person or address as **SKEET, INC.** may from time to time request in writing.

(b) In the case of **MAORIS, INC.**, to:

905 Brickell Ave, Ste. 524
Miami, FL 33131

or to such other person or address as **MAORIS CORPORATION** may from time to time request in writing.

Entire Agreement; Counterparts

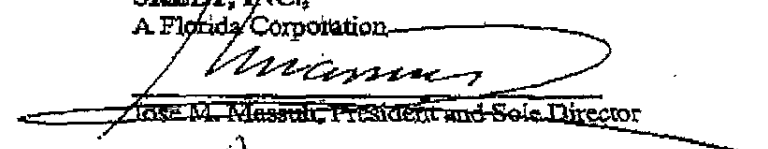
9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the Constituent Companies with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

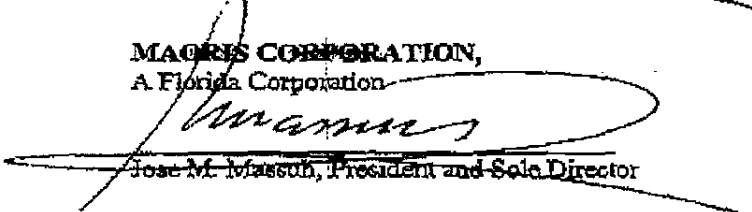
9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on 20th day of October, 2004.

SKEET, INC.,
A Florida Corporation


Jose M. Massiah, President and Sole Director

MAORIS CORPORATION,
A Florida Corporation


Jose M. Massiah, President and Sole Director

OCT-22-2004 FRI 11:22 AM EDESEL F MATHEWS JR PA

FAX NO. 850 438 4244

P. 01

PHONE • 850-432-1300
FACSIMILE • 850-438-4244

EDSEL F.
MATTHEWS
JR., P.A.
ATTORNEY AT LAW

REAL ESTATE DEPARTMENT
850-435-1008

302 SOUTH JEFFERSON STREET • PENSACOLA, FLORIDA 32502 • E-mail: efmlaw@bellsouth.net

October 22, 2004

VIA FACSIMILE-850-205-0380

State of Florida
Division of Corporations

RE: Articles of Amendment for The Power Broker, Inc.
Filed: October 21, 2004
Audit Number: H04000211063 3
Document Number: P04000211063

Dear Sir or Madam:

The above referenced document was filed via facsimile on October 21, 2004. The filing confirmation and certification sheet were received this morning. Upon review of the document it was noticed that a typographical error on the signature page of the document regarding the name. The signature page has been corrected and re-executed. Please replace the second page of the document.

If you have any questions or require any additional information regarding this matter, please contact our office.

Sincerely,

Lori Carpenter Landrum
Paralegal to Edsel F. Matthews, Jr.

Attachment