

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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VDO COM INC /FL

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 7, 2001

VDO.com, Inc.

(Exact name of registrant as specified in its charter)

Florida

(State or other jurisdiction of incorporation)

000-28267

68-0427012

(Commission File Number)

(IRS Employer
Identification No.)

1044L Corporate Drive, Redlands, California 92374

(Address of principal executive offices) (Zip Code)

(909) 796-3446

Registrant's telephone number, including area code:

5509 11th Avenue
Brooklyn, NY 11219

(Former name, address and telephone number)

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ITEM 1. CHANGES IN CONTROL OF REGISTRANT

On June 7, 2001, the Company entered into a Stock Purchase Agreement and an

Addendum thereto (the "Addendum" and collectively the "Agreement") with Hundred Mile Plus, Ltd., Embryo Capital Group, and Mr. Shmuel Shneibalg which results in a restructuring of the Company's management, Board of Directors, and ownership.

Pursuant to the terms of the Agreement, Mr. Shneibalg and Embryo Capital Group (the "Sellers") sold 11,900,000 shares of the Company, representing at that time 55.11% of the outstanding common stock, to Hundred Mile Plus, Ltd. who received the shares on behalf of twenty two (22) individuals listed in Exhibit "A" of the Addendum. The shares were issued directly to the individuals. As consideration for the purchase of the shares, Hundred Mile Plus, Ltd. paid the sum of \$25,000 cash to Sellers and agreed to issue to Sellers, within a one year period, stock equal to two percent (2%) of the outstanding common stock on the date of issuance.

On June 7, 2001, in accordance with the Agreement, the Board of Directors received a letter of resignation from its sole Board member, Mr. Shmuel Shneibalg, which is effective upon the appointment of a new Board of Directors. Pursuant to the Agreement the individuals listed in Exhibit "B" of the Addendum (the "Appointees") have been appointed as directors. These individuals will not take office until at least ten days after this Information Statement is mailed to all Company shareholders in compliance with Section 14(F) of the Securities Exchange Act of 1934 and Rule 14F-1 thereunder.

Voting Securities of the Company

As of June 7, 2001, there were 17,300,000 shares of common stock issued and outstanding. As of July 27, 2001, as a result of the conversion of portion of an outstanding convertible debenture, there were 28,344,445 shares of Common Stock issued and outstanding. Each share of Common Stock entitles the holder thereof to one vote on each matter which may come before a meeting of the shareholders.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth, as of July 27, 2001, certain information with respect to the Company's equity securities owned of record or beneficially by (i) each Officer and Director of the Company; (ii) each person who owns beneficially more than 5% of each class of the Company's outstanding equity securities; and (iii) all Directors and Executive Officers as a group.

<TABLE>
<CAPTION>

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership (1)	Percent of Class
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<S>	<C>	<C>	<C>

Common Stock. . . .	Anthony K. Miller (2) 1044-L Corporate Dr. Redlands, CA 92374	535,500	1.9%
Common Stock. . . .	Latifah R. Saafir (3) 1044-L Corporate Dr. Redlands, CA 92374	200,000 (4)	0.7%
Common Stock. . . .	Wardell B. Moore (3) 1044-L Corporate Dr. Redlands, CA 92374	200,000 (4)	0.7%
Common Stock. . . .	William D. Satterfield (3) 1044-L Corporate Dr. Redlands, CA 92374	200,000 (4)	0.7%
Common Stock. . . .	Shmuel Shneibalg (5) 5509 11th Ave. Brooklyn, NY 11219	0	0.0%
Common Stock. . . .	Venice Holdings LLC C/O Mueller & Co. 242 4th Street Lakewood, NJ 08701	2,357,144	8.3%
	All Officers and Directors as a Group (4 Persons)	1,135,500	4.0%
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(1) Based on 28,344,445 shares outstanding.

(2) Mr. Miller was appointed as the Company's President, Secretary and Treasurer pursuant to a Board Resolution dated June 7, 2001.

(3) Ms. Saafir, Mr. Moore and Mr. Satterfield will be appointed to the Board effective on or about August 18, 2001, which is ten (10) days after this Information Statement is mailed to all the Company's shareholders in accordance with Section 14(F) of the Securities Exchange Act of 1934 and Rule 14F-1 thereunder and will occur simultaneously with Mr. Shneibalg's resignation from the Board.

(4) Ms. Saafir, Mr. Moore and Mr. Satterfield will each be granted 200,000 shares of the Company's Common Stock approximately 60 days after taking office as compensation for serving on the Company's Board of Directors.

(5) Mr. Shneibalg is the Company's current Director, but his resignation will occur concurrently with the appointment by the above-listed incoming Directors.

(6) The total officers and directors is listed as four and includes Mr. Miller, Ms. Saafir, Mr. Moore and Mr. Satterfield (after the latter three's appointment to the Company's Board of Directors). Mr. Shneibalg is omitted since he will no longer be a Director upon the appointment of Ms. Saafir, Mr. Moore and Mr. Satterfield. However, it should be noted that since Mr. Shneibalg does not own any shares the total number of shares for officers and directors would not change even if Mr. Shneibalg were included.

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ITEM 2. ACQUISITION OR DISPOSITION OF ASSETS

Not applicable.

ITEM 3. BANKRUPTCY OR RECEIVERSHIP

Not applicable.

ITEM 4. CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 5. OTHER EVENTS

Not applicable.

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ITEM 6. RESIGNATIONS OF DIRECTORS AND EXECUTIVE OFFICERS

Not applicable.

ITEM 7. FINANCIAL STATEMENTS

No financial statements are required.

ITEM 8. CHANGE IN FISCAL YEAR

Not applicable.

EXHIBITS

2.1 Stock Purchase Agreement and Addendum thereto dated June 7, 2001 between VDO.com, Inc., Hundred Mile Plus, Ltd., Embryo Capital Group, and Mr. Shmuel Shneibalg.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: July 31, 2001

VDO.COM, INC.

/s/ Anthony K. Miller

Anthony K. Miller, President

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of June 7, 2001 by and between VDO.COM, INC., a company incorporated under the laws of Florida, having an office and address at 5509 11th Avenue, Brooklyn, NY 11219 ("Company"), 100 Mile Plus,

Ltd., a company incorporated under the laws of California, having an office and address at 10444 Corporate Drive, Suite L, Redlands, CA 92374 ("Purchaser"),

and Shmuel M. Shneibalg, an individual whose address is 5509 11th Avenue, Brooklyn, NY 11219 ("Seller").

W I T N E S S E T H

WHEREAS, Seller desires to sell to Purchaser 11,900,000 shares of the Company's common stock ("Shares"), representing 55.11% of the Company's issued

and outstanding shares in the common stock of the Company, on the terms and condition set forth in this Stock Purchase Agreement ("Agreement"), and

WHEREAS, Purchasers desire to buy the Shares on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and respective mutual agreements herein contained, it is agreed by and between the parties hereto as follows.

ARTICLE I

SALE AND PURCHASE OF THE SHARES

1.1 Sale of the Shares. Upon the execution of this Agreement, subject to

the terms and conditions herein set forth, on the basis of the representations, warranties and agreements herein contained, Seller shall deliver the Shares to Purchaser shall purchase the Shares from Seller.

1.2 Instruments of conveyance and Transfer. At the Closing, Seller shall

deliver a certificate or certificates representing the Shares to Purchaser, in form and substance satisfactory to Purchaser ("Certificates"), as shall be

effective to vest in Purchaser all right, title and interest in and to all of the Shares.

1.3 Consideration and Payment for the Shares. In consideration for the

Shares, Purchaser shall pay to Seller the Purchase price of Twenty Five Thousand Dollars (\$25,000.00) in U.S. currency ("Purchase Price"). The Purchase Price

shall be payable only upon Closing (as set forth in Article 7 hereof). In addition, at any time within the one year period from the date of this Agreement, the Company shall cause to be issued to Seller that number of shares of common stock of the Company equal to two percent (2%) of the outstanding common stock on the date of issuance, said shares to be restricted in accordance with Rule 144 and subject to dilution after their date of issuance.

ARTICLE 2
RESIGNATION OF THE DIRECTORS AND OFFICERS

2.1 Prior to the Closing, the Company will cause each person who is a director or officer of the Company, as set forth in Schedule 2.1, to submit his

or her written resignation as director or officer of the Company which will be effective immediately and the Company will take all steps required to appoint nominees of Purchaser as directors and officers of the Company.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser the following

3.1 Transfer of Title. Seller shall transfer title, in and to the Shares to

the Purchaser free and clear of all liens, security interests, pledges, encumbrances, charges, restrictions, demands and claims, of any kind or nature whatsoever, whether direct or indirect or contingent. This Agreement has been duly executed and delivered by the Seller. This Agreement constitutes, and upon execution and delivery thereof by the Seller, will constitute, a valid and binding agreement of the Seller enforceable against the Seller in accordance with its respective terms.

3.2 No Government Action Required. The execution and delivery by the Seller

of this Agreement does not and will not, and the consummation of the transactions contemplated hereby will not, require any action by or in respect of, or filing with, any governmental body, agency or governmental official, including but not limited to the Securities and Exchange Commission ("Commission") and the National Association of Securities Dealers ("NASD"),

except such actions or filings that have been undertaken or made prior to the date hereof and that will be in full force and effect (or as to which all

applicable waiting periods have expired) on and as of the date hereof or which are not required to be filed on or prior to the date of Closing.

3.3 Voting or Other Agreement. The Seller is not a party to any

partnership, management, shareholders' or joint venture or similar agreement

which would affect the Seller's performance of this Agreement or the Seller's representation and warranties in this Agreement.

3.4 Not an "Investment Company". The Seller is not an "investment

company" within the meaning of the Investment Company Act of 1940, as amended.
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3.5 Due Diligence Materials. The information heretofore furnished by the

Seller to the Purchase for purposes of or in connection with this Agreement or any transaction contemplated hereby does not, and all such information hereafter furnished by the Seller to the Purchase will not (in each case taken together and on the date as of which such information is furnished), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they are made, not misleading.

3.6 No Solicitation. No form of general solicitation or general advertising

was used by the Seller or, to the best of its actual knowledge, any other person acting on behalf of the Seller, in connection with the offer and sale of the Shares. Neither the Seller, nor, to its knowledge, any person acting on behalf of the Seller, has, either directly or indirectly, sold or offered for sale to any person (other than the Purchaser) any of the Shares, and the Seller represents that neither itself nor any person authorized to act on its behalf (except that the Seller makes no representation as to the Purchaser) will sell or offer for sale any such security to, or solicit any offers to buy any such security from, or otherwise approach or negotiate in respect thereof with, any person or persons so as thereby to cause the issuance or sale of any of the Shares to be in violation of any of the provisions of Section 5 of the Securities Act of 1933 or any other provision of law.

3.7 Not a Voting Trust: No Proxies. None of the Shares are or will be

subject to any voting trust or agreement. No person holds or has the right to receive any proxy or similar instrument with respect to the Shares. Except as provided in this Agreement, the Company is not a party to any agreement which offers or grants to any person the right to purchase or acquire any of the Shares. There is no applicable local, state or federal law, rule, regulation, or decree which would, as a result of the sale contemplated by this Agreement, impair, restrict or delay any voting rights with respect to the Shares.

3.8 Survival of Representations. The representations and warranties herein

by the Seller will be true and correct in all material respects on and as of the Closing with the same force and effect as though said representations and warranties had been made on and as of the Closing and will, except, provided herein, survive the Closing.

3.9 Adoption of Company's Representations. The Seller adopts and remakes as

its own each and every representation made by the Company in Article 4 below.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchaser the following:

4.1 Due Organization. The Company is a corporation duly organized, validly

existing and in good standing under the laws of Florida, with full power and authority to own, lease, use, and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted. The Company has no Subsidiaries. The Company is duly qualified to conduct business as a foreign corporation and is in good standing in every jurisdiction in which the nature of the business conducted by it makes such qualification necessary. All actions taken by the incorporators, directors and shareholders of the Company have been valid and in accordance with the laws of the State of Florida.

4.2 (a) Company Authority. The Company has all requisite corporate power

and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and to effect the transfer of the Shares in accordance with the terms hereof.

(b) Due Authorization. The execution, delivery and performance by the Company

of this Agreement has been duly and validly authorized and no further consent or authorization of the Company, its Board of Directors or its shareholders is required.

(c) Valid Execution. This Agreement has been duly executed and delivered by the

Company.

(d) Binding Agreement. This Agreement constitutes, and upon execution and

delivery thereof by the Company, will constitute, a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

(e) No Violation of Corporate Documents or Agreements. The execution and

delivery of this Agreement by the Company and the performance by the Company of

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its obligations hereunder will not cause, constitute, or conflict with or result in (i) any breach or violation or any of the provisions of or constitute a default under any license, indenture, mortgage, charter, instrument, articles of incorporation, bylaw, or other agreement or instrument to which the Company or its shareholders are a party, or by which they may be bound, nor will any consents or authorizations of any party other than those hereto be required, (ii) an event that would cause the Company to be liable to any party, or (iii) an event that would result in the creation or imposition of any lien, charge or encumbrance on any asset of the Company or on the securities of the Company to be acquired by the Buyer.

4.3 Authorized Capital, No Preemptive Rights, No Liens; Anti-Dilution. As

of the date hereof, the authorized capital of the Company is 50,000,000 shares of common stock with a par value of \$0.001 per share. The issued and outstanding capital stock of the Company is 17,300,000 shares of common stock and no other shares of capital stock of the Company will be issued or outstanding as of the date of Closing. All of such outstanding shares of capital stock are, or upon issuance will be, duly authorized, validly issued, fully paid and non-assessable. No shares of capital stock of the Company are subject to preemptive rights or similar rights of the stockholder of the Company or any liens or encumbrances imposed through the actions or failure to act of the Company, or otherwise. As of the date hereof and at Closing (i) there are no outstanding options, warrants, convertible securities, scrip, rights to subscribe for, puts, calls, rights of first refusal, tag-along agreements, nor any other agreements, understandings, claims or other commitments or rights of any character whatsoever relating to, or securities or rights convertible into or exchangeable for any shares of capital stock of the Company, or arrangements by which the Company is or may become bound to issue additional shares of capital stock of the Company, and (ii) there are no agreements or arrangements under which the Company is obligated to register the sale of any of its securities under the Securities Act and (iii) there are no anti-dilution or price adjustment provisions contained in any security issued by the Company (or in the Company's articles of incorporation or by-laws or in any agreement providing rights to security holders) that will be triggered by the transactions contemplated by this Agreement. The Company has furnished to Purchaser true and correct copies of the Company's articles of incorporation and by-laws.

4.4 Seller's Title to Share, No Liens or Preemptive Rights, Valid Issuance.

Seller has and at the Closing will have full and valid title and control of the Shares, there will be no existing impediment or encumbrance to the sale and transfer of such Shares to the Purchaser; and on delivery to the Purchaser of the Shares, all of the Shares will be free and clear of all taxes, liens,

encumbrances, charges or assessments of any kind and shall not be subject to preemptive rights, tag-along rights, or similar rights of any of the stockholders of the Company; such Shares will be legally and validly issued in material compliance with all applicable U.S. federal and state securities laws, and will be fully paid and non-assessable shares of the Company's common stock, and the Shares have all been issued under duly authorized resolutions of the Board of Directors of the Company On the Closing, Seller shall delivery to the Purchaser certificates representing the Shares subject to no liens, security interests, pledges, encumbrances, charges, restrictions, demands or claims in any other party whatsoever.

4.5 No Governmental Action Required. The execution and delivery by the

Company of this Agreement does not and will not, the sale by Seller of the Shares does not and will not, and the consummation of the transactions contemplated hereby will not, require any action by or in respect of, or filing with, any governmental body, agency or governmental official except such actions or filings that have been undertaken or made prior to the date hereof and that will be in full force and effect (or as to which all applicable waiting periods have expired) on and as of the date hereof or which are not required to be filed on or prior to the Closing.

4.6 Compliance with Applicable Law and Corporate Documents. The execution

and delivery by the Company of this Agreement does not and will not contravene or constitute a default under or violation of (i) any provision of applicable law or regulation, (ii) the Company's articles of incorporation or bylaws, (iii) any agreement, judgment, injunction, order, decree or other instrument binding upon the Company or any its assets, or result in the creation or imposition of any lien on any asset of the Company. The Company is in compliance with and conforms to all statutes, laws, ordinances, rules, regulations, orders, restrictions and all other legal requirements of any domestic or foreign government or any instrumentality thereof having jurisdiction over the conduct of its businesses or the ownership of its properties.

4.9 No Litigation. The Company is not (and has not been) a party to any

suit, action, arbitration, or legal, administrative, or other proceeding, or pending governmental investigation. To the best knowledge of the Company, there is no basis for any such action or proceeding and no such action or proceeding is threatened against the Company and the Company is not subject to or in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality.

4.10 No Taxes. The Company is not liable for any income, sales,

withholding, real or personal property taxes to any governmental agencies whatsoever. All United States federal, state, county, municipality local or foreign income tax returns and all other material tax returns (including foreign

tax returns) which are required to be filed by or on behalf of the Company have been filed and all material taxes due pursuant to such returns or pursuant to any assessment received by the Company have been paid, except those being disputed in good faith and for which adequate reserves have been established. The charges, accruals and reserves on the books of the Company in respect of taxes or other governmental charges have been established in accordance with GAAP.

4.11 (a) The Company is not currently carrying on any business and is not a party to any contract, agreement, lease or order which would subject it to any performance or business obligations or restrictions in the future after the closing of this Agreement.

(b) The Company has no employment contracts or agreements with any of its officers, directors, or with any consultants, employees or other such parties.

(c) The Company has no shareholder contracts or agreements.

(d) The Company has no insurance, stock option plans or employee benefit plans whatsoever

(e) The Company is not in default under any contract or any other document

(f) The Company has no written or oral contracts with any third party.

(g) The Company has no outstanding powers of attorney and no obligations concerning the performance of the Seller concerning this Agreement.

(h) The Company does not have a direct or indirect Investment ("Investment" means any investment, whether by means of share purchase, partnership interest, capital contribution, loan, time deposit or otherwise) in any Person ("Person" means individual, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or any agency or political subdivision thereof) or other entity of any kind) and the Company is not a party to any partnership, management, shareholders' or joint venture or similar agreement.

(i) (iv) The Company has all material Permits ("Permits means all licenses, franchises, grants, authorizations, permits, easements, variances, exemptions, consents, certificates, orders and approvals necessary to own, lease and operate the properties, of, and to carry on the business of the Company); (ii) all such Permits are in full force and effect, and the Company has fulfilled and performed all material obligations with respect to such Permits; (iii) no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination by the issuer thereof or which results in any other material impairment of the rights of the holder of any such Permit, and (iv) the Company has no reason to believe that any governmental body or agency is considering limiting, suspending or revoking any such Permit.

(j) The Company does not own any real estate or any interest in real estate. The Company does not own any patents, copyrights, or trademarks. The Company does not license the intellectual property of others nor owe fees or royalties on the same.

(k) Neither the Company nor, to the Company's knowledge, any employee or agent of the Company has made any payments of funds of the Company, or received or retained any funds, in each case (x) in violation of any law, rule or regulation or (y) of a character required to be disclosed by the Company in any of the SEC Reports.

(l) There are no outstanding judgments or UCC financing instruments or UCC Securities Interests filed against the Company or any of its properties.

(m) The Company has no debt, loan, or obligations of any kind, to any of its directors, officers, shareholders, or employees, which will not be satisfied at the Closing other than as set forth on Schedule 4.11 (m).

4.12 Not an "Investment Company" Not a Reporting Company. The Company is

not an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company is not subject to the reporting requirements of section 13 or 15 (d) of the Exchange Act.

4.13 Not a "Blind Pool". The Company was not, has not been, and is not, at

any time between June 1, 1998 and the present, a "blind pool" as that term is generally interpreted, or a "blank check company" as that term is defined in Rule 419 of the Securities and Exchange Act of 1933.

4.14 Not a "Control Share Acquisition" The acquisition of the Shares by

Purchaser from Seller is not and will not be a "control share acquisition" as defined in Section 607.0902, Title XXXVI of the Florida Business Corporations Act ("FBCA") and none of the provisions of Chapter 607 of the Act do not apply to the transactions contemplated herein.

4.15 No Shareholder Approval Required. The acquisition of the Shares by

Purchaser from Seller does not require the approval of the shareholders of the Company under the FBCA, the Company's articles of incorporation of bylaws, or any other requirement of law or, shareholder approval is required it has or will, prior to the Closing, be properly obtained in accordance with the requirements of the Company's articles of incorporation and by-laws and the FBCA.

4.16 No Dissenters' Rights. The acquisition of the Shares by purchaser from

Seller will not give rise to any dissenting shareholders' rights under Sections 607 0902 or 607 1302 of the FBCA, the Company's articles of incorporation or

bylaws, or otherwise.

4.17 No Liabilities. There are no liabilities of the Company of any kind

whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, and there is no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability. The Company does not have any debt, liability, or obligation of any nature, whether accrued, absolute, contingent, or otherwise, and whether due or to become due, that is not reflected on the Company's financial statements.

4.18 Not Subject to Voting Trust. None of the shares are or will be subject

to any voting trust or agreement. No person holds or has the right to receive any proxy or similar instrument with respect to such shares. The Company is not a party to any agreement which offers or grants to any person the right to purchase or acquire any of the securities to be issued pursuant to this Agreement. There is no applicable local, state or federal law, rule, regulation, or decree which would, as a result of the issuance of the Shares, impair, restrict or delay any voting rights with respects to the Shares.

4.19 Pink Sheets Listing. The Company is currently listed on the Pink

Sheets with the following trading symbol "VDOO".

4.20 Prior Offerings. All issuances by the Company of shares of common

stock in pasts transactions have been legally and validly effected, and all of such shares of common stock are fully paid and non-assessable. To the date of this Agreement, the Company has publically offered its shares for sale only as shown on Schedule 4.20 annexed hereto. All of the public offerings listed on Schedule 4.20 were conducted in strict accordance with the requirements of Regulation D, Rules 504 and 506, as applicable, in full compliance with the requirements of the Securities Exchange Acts of 1933 and 1934, as applicable, and in full compliance with and according to the requirements of the FBCA and the Company's articles of incorporation and bylaws. The Company did not prepare or distribute any offering prospectus, solicitation, or other documents in connection with any prior offering and has provided to Purchaser copies of all documents prepared and filed in connection with any such offerings. All investors I all prior offerings were "accredited" investors as that term is defined in Rule 501 of Regulation D.

4.21 Compliance with Law. To the best of its knowledge, the Company has

complied with, and is not in violation of any provision of laws or regulations of federal, state or local government authorities and agencies. There are no pending or threatened proceedings against the company by any federal, state or local government, or any department, board, agency or other body thereof.

4.22 Corporate Documents Effective. The articles of incorporation, as

amended, and the bylaws of the Company, as provided to Purchaser are, or will at
Closing be, in full force and effect and all actions of the Board of Directors
or shareholders required to accomplish same have, or will at Closing have been,
taken.

4.23 True Representations. The information heretofore furnished by the

Company to the Purchaser for purposes of or in connection with this Agreement or
any transaction contemplated hereby does not, and all such information hereafter
furnished by the Company to the Purchaser will not (in each case taken together
and on the date as of which such information is furnished), contain any untrue
statement of a material fact or omit to state a material fact necessary in order
to make the statements contained therein, in the light of the circumstances
under which they are made, not misleading.

4.24 Survival The representations and warranties herein by the Company will

be true and correct in all material respects on and as of the Closing with the
same force and effect as though said representations and warranties had been
made on and as of the Closing Time and will, except, as otherwise provided
herein, survive the Closing for a period of one (1) year.

ARTICLE 5
COVENANTS

From the date of this Agreement to Closing, the Seller and the Company
covenant as follows:

5.1 Seller will to the best of his ability preserve intact the current
status of the Company and the trading capacity of the Company as a Pink Sheet
traded company.

5.2 The Seller will furnish Purchaser with whatever corporate records and
documents are available, such as Articles of Incorporation and Bylaws.

5.3 The Company will not enter into any contract, written or oral, or
business transaction, merger or business combination, or incur any debts, loan,
or obligations without the express written consent of Purchaser or enter into
any agreements with its officers, directors, or shareholders.

5.4 The Company will not amend or change its Articles of Incorporation or
Bylaws, or issue any further shares in the common stock of the Company without
the express written consent of Purchaser.

5.5 The Company will not issue any stock options, warrants or other rights
or interest in the Shares or to its shares of common stock.

5.6 The Seller will not encumber or mortgage any right or interest in the Shares, and will not transfer any rights to the Shares to any third party whatsoever.

5.7 The Company will not declare any dividend in cash or stock, or any other benefit to its shareholders.

5.8 The Company will not institute any bonus, benefit, profit sharing, stock option, pension retirement plan or similar arrangement.

5.9 The Seller will obtain and submit to the Purchaser resignation of current officers and directors.

5.10 The Company will arrange for the Company's current bank account to be closed and the delivery of all bank account statements and records pertaining to this account.

ARTICLE 6
INDEMNIFICATION

6.1 The Company and Seller do, jointly and severally, and hereby do agree to, indemnify and hold harmless the Purchaser (which includes, for the purposes of this Article, Purchaser's officers and directors, and shareholders) against any Losses, joint or several, to which Purchaser may become subject under the Exchange Act, any state or federal law, statutory or common law, or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise by reason of the inaccuracy of any warranty or representation contained in this Agreement, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company and Seller will in addition reimburse Purchaser for any legal or any other expenses reasonably incurred by Purchaser in connection with investigating or defending any such loss, claim, liability, action or proceeding. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Purchaser and shall survive the sale of the Shares to Purchaser. As used herein, "Losses" means any loss, claim,

damage, award, liabilities, suits, penalties, forfeitures, cost or expense (including, without limitation, reasonable attorneys', consultant and other professional fees and disbursements of every kind, nature and description).

ARTICLE 7
CLOSING AND DELIVERY OF DOCUMENTS

7.1 Closing. The closing shall be held on or before June 6, 2001. The

Closing shall occur as a single integrated transaction, as follows.

(a) Delivery by Seller

(i) Seller shall deliver to the Purchase such instruments, documents and certificates as are required to be delivered by Seller or its representatives pursuant to the provisions of this Agreement including an opinion of Seller's counsel in a form acceptable to Purchaser and their counsel.

(ii) Seller shall deliver the Certificates as directed by Purchaser

(iii) Seller shall deliver the opinion of its counsel, in the form annexed hereto as Exhibit A, as to the matters set forth in paragraphs 3.2, 3.3, 3.4, 3.7, 4.3 4.4, and 4.12 through 4.16, in the form annexed hereto as Exhibit A.

(iv) The Company shall deliver the opinion of their respective counsel as to the matters set forth in paragraphs 4.1 through 4.8, and 4.12 through, 4.16, in the form annexed hereto as Exhibit B.

(b) Delivery by Purchaser

(i) The Purchaser shall pay the Purchase Price to the Seller, and

(ii) The Purchaser shall deliver, or cause to be delivered, to Seller such instruments, documents and certificates as are required to be delivered by the Purchaser or their representatives pursuant to the provisions of this Agreement.

ARTICLE 8
TERMINATION, AMENDMENT AND WAIVER

8.1 Mutual Consent. Notwithstanding anything to the contrary contained in

this Agreement, this Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to delivery of the Purchase Price solely by the mutual consent of all of the parties.

8.2 Waiver. Any term, provision, covenant, representation, warranty or

condition of this Agreement may be waived, but only by a written instrument signed by the party entitled to the benefits thereof. The failure or delay of any party at any time or times to require performance of any provision hereof or to exercise its rights with respect to any provision hereof shall in no manner operate as a waiver of or affect such party's right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, provision, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or

continuing waiver of any such condition or breach or waiver of any other condition of the breach of any other term, provision, covenant, representation or warranty, No modification or amendment of this Agreements shall be valid and binding unless it be in writing and signed by all parties hereto.

8.3 Termination by Purchaser. Notwithstanding anything to the contrary

herein, Purchaser shall have the right, in its sole and absolute discretion, at any time prior to its payment of the Purchase Price, to terminate this Agreement, in which event, this Agreement shall be terminated and no party shall have any further obligation to any other party.

ARTICLE 9
MISCELLANEOUS

9.1 Entire Agreement. This Agreement sets forth the entire agreement and

understanding of the parties hereto with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements and understanding related to the subject matter hereofNo understanding, promise, inducement, statement of intention, representation, warranty, covenant or condition, written or oral, express or implied, whether by statute or otherwise, has been made by any party hereto which is not embodied in this Agreement or the written statement, certificates, or other documents delivered pursuant hereto or in connection with the transactions contemplated hereby, and no party hereto shall be bound by or liable for any alleged understanding, promise, inducement, statement, representation, warranty, covenant or condition not set forth.

9.2 Notices. All notices provided for in this Agreement shall be in writing

signed by the party giving such notice, and delivered personally or sent by overnight courier or messenger or sent by registered or certified mail (air mail if overseas), return receipt requested, or by telex, facsimile transmission, telegram or similar means of communication. Notices shall be deemed to have been received on the date of personal delivery, telex, facsimile transmission, telegram or similar means of communication, or if sent by overnight courier or messenger, shall be deemed to have been received on the next delivery day after deposit with the courier or messenger, or if sent by certified or registered mail, return receipt requested, shall be deemed to have been received on the third business day after the day of mailing. Notices shall be sent to the addresses set forth above.

9.3 Governing Law. This Agreement shall be governed in all respects,

including validity, construction, interpretation and effect, by the laws of the State of New York (without regard to principles of conflicts of law). Each of the parties hereto agrees to submit to the exclusive jurisdiction of any federal or state court within the County of New York, with respect to any claim or cause

of action arising under or relating to this Agreement. The parties agree that any service of process to be made hereunder may be made by certified mail, return receipt requested, addressed to the party at the address provided herein, together with a copy to be delivered to such party's attorneys via telecopier (if provided herein). Such service shall be deemed to be completed when mailed and sent and received by telecopier. Seller and Purchaser each waives any objection based on forum non conveniens. Nothing in this paragraph shall affect

the right of Seller or Purchaser to serve legal process in any other manner permitted by law.

9.4 Counterparts. This Agreement may be executed by the parties hereto in

separate counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.5 Taxes Any income taxes required to be paid in connection with the

payments due hereunder, shall be borne by the party required to make such payments. Any withholding taxes in the nature of a tax on income shall be deducted from payments due, and the party required to withhold such tax shall furnish to the party receiving such payment all documentation necessary to prove the proper amount to withhold of such taxes and to prove payment to the tax authority of such required withholding.

9.6 Waivers and Amendments; Non-Contractual Remedies; Preservation of

Remedies. This Agreement may be amended, superseded, cancelled, renewed, or extended, and the terms hereof may be waived, only by a written instrument signed by authorized representatives of the parties or, in the case of a waiver, by an authorized representative of the party waiving compliance. No such written instrument shall be effective unless it expressly recites that it is intended to amend, supercede, cancel, renew or extend this Agreement or to waive compliance with one or more of the terms hereof, as the case may be. No delay on the part of any party in exercising any right, power or privilege shall hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, or any single or partial exercise of any such right, power of privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity. The rights and remedies of any party based upon, arising out of or otherwise in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement contained in this Agreement shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject of any other representation, warranty, covenant or agreement contained in this Agreement (or in any other agreement between the parties) as to which there is no inaccuracy or breach.

9.7 Binding Effect; No Assignment, No Third-Party Rights. This Agreement

shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable without the prior written consent of each of the parties hereto or by operation of law.

9.8 Further Assurances. Each party shall, at the request of the other

party, at any time and from time to time following the Closing promptly execute and delivery, or cause to be executed and delivered, to such requesting party all such further instruments and take all such further action as may be reasonably necessary or appropriate to carry out the provisions and intents of this Agreement and of the instruments delivered pursuant to this Agreement.

9.9 Severability of Provisions. If any provision or any portion of any

provision of this Agreement or the application of any such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of the Agreement, or the application of such provision or portion of such provision is held invalid or unenforceable to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and such provision or portion of any provision as shall have been held invalid or unenforceable shall be deemed limited or modified to the extent necessary to make it valid and enforceable, in no event shall this Agreement be rendered void or unenforceable.

9.10 Exhibits and Schedules. All exhibits annexed hereto, and all schedules

referred to herein, are hereby incorporated in and made a part of this Agreement as if set forth herein. Any matter disclosed on any schedule referred to herein shall be deemed also to have been disclosed on any other applicable schedule referred to herein.

9.11 Captions. All section titles or captions contained in this Agreement or

in any schedule or exhibit annexed hereto or referred to herein, and the table of contents to this Agreement, are for convenience only, shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement. All references herein to sections shall be deemed references to such parts of this Agreement, unless the context shall otherwise require.

9.12 Expenses. Except as otherwise expressly provided in this Agreement,

whether or not the Closing occurs, each party hereto shall pay its own expenses incidental to the preparation of this Agreement, the carrying out of the provisions hereof and the consummation of the transactions contemplated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date first written herein above.

VDO.COM, INC.

100 MILE PLUS, LTD.

/s/ Shmuel Shneibalg

/s/ Anthony Miller

By: Shmuel Shneibalg
Its: President

By: Anthony Miller
Its: Acting Pres.

/s/ Shmuel Shneibalg

Shmuel Shneibalg

ADDENDUM NO. 1

TO STOCK PURCHASE AGREEMENT

DATED JUNE 7, 2001

This Addendum No. 1 is entered into this 7th day of June, 2001, by and between VDO.com, Inc. ("Company"), Hundred Mile Plus, Ltd. ("Purchaser") and Shmuel M. Shneibalg ("Seller") (together "the Parties") in order to amend and clarify the terms of the Stock Purchase Agreement ("Agreement") dated June 7, 2001 and entered into by and between the Parties.

In exchange of good and valuable consideration, the value and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

1. RESIGNATION OF OFFICERS AND DIRECTORS. As of June 7, 2001, the

Parties agree to substitute Section 2.1 of the Agreement to read in its entirety as follows:

2.1 Resignation of Officers and Directors. Prior to the Closing,

Seller will submit his resignation as Director, President, Secretary and Treasurer of Company, as well as any other positions Seller holds with Company. Such resignations shall be effective in accordance with Section 2.2 below.

2. ACCEPTANCE OF RESIGNATIONS AND APPOINTMENT OF OFFICERS AND DIRECTORS.

As of June 7, 2001, the Parties agree to add the following Section 2.2 to Article 2 of the Agreement to read in its entirety as follows:

2.2 Acceptance of Resignations and Appointment of Officers and

Directors. Prior to the Closing, Seller as sole director of Company, agrees to

appoint Anthony Miller as President, Secretary and Treasurer of Company, which will signal Seller's delivery and Company's acceptance of Seller's resignation as President, Secretary and Treasurer. Prior to Closing, Seller further agrees, as the sole director and majority shareholder of Company, to execute a Board Resolution accepting Seller's resignation as a Director of Company, upon the effective date that a new Board of Directors takes office, and concurrently nominating and appointing the individuals listed in Exhibit "B" attached to Addendum No. 1, which is incorporated herein by this reference, as the new Board of Directors of Company, effective upon the filing of a Form 14-F with the Securities and Exchange Commission and the expiration of any applicable waiting period.

3. OWNERSHIP OF THE SHARES. As of June 7, 2001, the Parties agree to add

the following Section 3.1.1 to Article 3 of the Agreement to read in its entirety as follows:

3.0 Ownership of the Shares. Seller represents and warrants that as of

June 7, 2001 (prior to the date of the Agreement) he owns the Shares despite the fact the name on the stock certificate representing the 11.9 million shares is currently in the name of Embryo Capital Group. Seller further represents and warrants that he has full authority to act on behalf of the Embryo Capital Group, and that Embryo Capital Group will sign this Addendum to signify its agreement and consent to the foregoing and its agreement to transfer the stock certificate to Purchaser according to the terms of this Addendum.

4. TRANSFER OF TITLE. As of June 7, 2001, the Parties agree to substitute

Section 3.1 of the Agreement to read in its entirety as follows:

3.1 Transfer of Title. Seller shall transfer title, in and to the

Shares to the individuals, and in the amounts, designated by Purchaser, as outlined in Exhibit "A" attached to Addendum No. 1 of this Agreement and incorporated herein by this reference ('Exhibit "A".'). Seller represents and warrants that the title in and to the Shares is free and clear of all liens, security interests, pledges, encumbrances, charges, restrictions, demands and claims, of any kind or nature whatsoever, whether direct or indirect or contingent. This Agreement has been duly executed and delivered by the Seller.

This Agreement constitutes, and upon execution and delivery thereof by the Seller, will constitute, a valid and binding agreement of the Seller against the Seller in accordance with its respective terms.

5. DELIVERY BY PURCHASER. As of June 7, 2001, the Parties agree to add the

following Section 7.1 (b) (iii) to Article 7 of the Agreement to read in its entirety as follows:

7.1 (b) (iii) Company agrees to pay for the stock certificate transfers from Seller and Embryo Capital Group to the individuals listed in Exhibit "A."

6. OTHER TERMS AND CONDITIONS. Except as specifically amended or

modified herein, the terms and conditions of the Agreement will remain in full force and effect. If the terms of the Addendum are found by a court of competent jurisdiction to conflict with any terms of the Agreement the terms of this Addendum will control.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Parties and following individuals and companies signify their agreement to amend the terms of the Agreement in accordance the terms listed in this Addendum No. 1 as of the date first written above:

VDO.com, Inc.

Hundred Mile Plus, Ltd.

Sign: /s/ Shmuel Shneibalg

Sign: /s/ Latifah Saafir

Print: Shmuel Shneibalg

Print: Latifah Saafir

Title: President

Title: Director

Shmuel M. Shneibalg, an individual

Embryo Capital Group

Sign: /s/ Shmuel M. Shneibalg

Sign: /s/ Shmuel M. Shneibalg

Title: President

EXHIBIT "A"

List of individuals and corresponding amount of shares Seller will transfer to each according to the terms of the Agreement and the attached Addendum No. 1:

<TABLE>

<CAPTION>

<S> NAME OF INDIVIDUAL. . . .	<C> NUMBER OF SHARES
Thomas Meeks.	1,045,840
Yvonne Miller	1,045,840
Tonie Mobley.	1,045,840
Lena Bush	1,000,000
Irene Meeks	1,000,000
Jason Miller.	614,330
Jonathan Miller	614,330
Anthony Miller.	535,500
Larry Mobley.	535,500
William Saafir.	600,000
Phyllis Gore.	500,000
Birdell Bouldin	500,000
Anita Meeks	500,000
Jamar Wills	328,660
Omar Wills.	300,000

Stephen Goodwin	300,000
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Stacey Harden	300,000
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Ollie McCain.	300,000
-----	-----
Maeiris Marie Satterfield	250,000
-----	-----
Jerri Washington.	200,000
-----	-----
Thomas Hobson	200,000
-----	-----
Jean Wilburn.	184,160
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Total:	11,900,000

</TABLE>

EXHIBIT "B"

The following individuals will be appointed to the Board of Directors of VDO.com after the filing of 14F-1 with the SEC and the passing of any applicable waiting period, in accordance with the terms of the Agreement and the attached Addendum No. 1:

William D. Satterfield

Latifah Saafir

Wardell Bruce Moore