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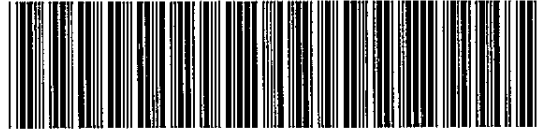
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Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 505878 9212A

AUTHORIZATION : *Patricia Pizutto*

COST LIMIT : \$ 87.50

FILED  
04 MAR 18 AM 10:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : March 18, 2004

ORDER TIME : 12:26 PM

ORDER NO. : 505878-005

CUSTOMER NO: 9212A

CUSTOMER: Becky Stokes, Legal Assistant  
Gargano & Marchewka, L.L.P.  
Suite 203  
2075 West First Street  
Fort Myers, FL 33901

ARTICLES OF MERGER

MALT BROTHERS IV, INC.

INTO

MCGREGOR OAKS, LTD.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF MERGER**  
**OF**  
**MALT BROTHERS IV, INC., a Florida Corporation,**  
**INTO**  
**MCGREGOR OAKS, LTD., a Florida limited partnership**

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

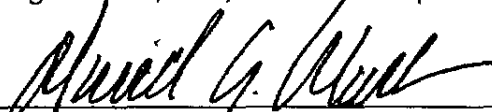
ARTICLES OF MERGER between **McGregor Oaks, Ltd.**, a Florida limited partnership and **Malt Brothers, IV, Inc.**, a Florida corporation.

Under 607.1105 of the Florida Business Corporation Act and 620.201 of the Florida Revised Uniform Limited Partnership Act (the "Acts"), **McGregor Oaks, Ltd.**, a Florida limited partnership and **Malt Brothers IV, Inc.**, a Florida corporation, adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated March 17, 2004 ("**Plan of Merger**"), between **McGregor Oaks, Ltd.**, a Florida limited partnership and **Malt Brothers IV, Inc.**, a Florida corporation, was approved and adopted by the shareholders of **Malt Brothers IV, Inc.**, a Florida corporation according to its Articles and Bylaws and the applicable provisions of Chapter 607 on March 17, 2004 and was approved and adopted by the partners of **McGregor Oaks, Ltd.**, a Florida limited partnership, according to its Limited Partnership Agreement and the applicable provisions of Chapter 620 on March 17, 2004.
2. Under the Plan of Merger, all issued and outstanding shares of **Malt Brothers IV, Inc.**, a Florida corporation will be acquired by means of a merger of **Malt Brothers IV, Inc.**, a Florida corporation into **McGregor Oaks, Ltd.**, a Florida limited partnership, the surviving entity.
3. The Plan of Merger is attached as **Exhibit A** and incorporated by reference as if fully set forth.
4. Under 607.1105(1)(b) and 620.203 (1) (f) of the Acts, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.
5. According to 620.202, 2 (a) and 620.204, McGregor Oaks, Inc., has consented to continue as the general partner of McGregor Oaks, Ltd., the surviving entity.

IN WITNESS WHEREOF, the parties have set their hands on March 17, 2004

**McGregor Oaks, Ltd.**, a Florida limited partnership  
by its corporate general partner:  
**McGregor Oaks, Inc.**, a Florida corporation

  
By: David G. Malt, president

**Malt Brothers IV, Inc.**  
a Florida corporation

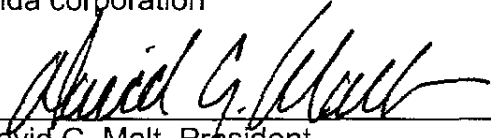
  
By: David G. Malt, President

Exhibit A

**PLAN OF MERGER**

Merger between **Malt Brothers IV, Inc.**, a Florida corporation of 1430 Royal Palm Square Blvd., Suite 101, Fort Myers, FL 33919 (the "**Disappearing Entity**") and **McGregor Oaks, Ltd.**, a Florida limited partnership, (the "**Surviving Entity**") (collectively the "**Constituent Entities**"). This Merger is being effected under this Plan of Merger ("**Plan**") in accordance with 607.1101 et seq. of the Florida Business Corporation Act and 620.201 et. seq. of the Florida Revised Uniform Limited Partnership Act (the "**Acts**").

1. **Limited Partnership Agreement.** The Limited Partnership Agreement of the Surviving Entity in effect immediately before the Effective Date of the Merger (the "**Effective Date**"), shall, without any changes, be the Limited Partnership Agreement of the Surviving Entity from and after the Effective Date until further amended as permitted by law.

2. **Distribution to Shareholders of the Disappearing Entity.** On the Effective Date, each share of Disappearing Entity's common stock that shall be issued and outstanding at that time, without further action or documentation, shall be converted into and exchanged for cash payment, according to this Plan. Each share of Surviving Entity's share of stock that is issued and outstanding on the Effective Date shall be exchanged for \$1.00 dollar per share.

3. **Effect of Merger.** On the Effective Date, the separate existence of the Disappearing Entity shall cease, and the Surviving Entity (according to 620.202 through 620.205) shall be fully vested in the Disappearing Entity's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in 607.1106 and 620.204 of the Acts. The name and address of the General Partner of McGregor Oaks, Ltd., shall be McGregor Oaks, Inc., a Florida corporation, of 1430 Royal Palm Square Blvd., Suite 101, Fort Myers, FL 33919. According to 620.202 (2) and 620.203 (1) (b), McGregor Oaks, Inc. Has consented to continuing as the general partner of McGregor Oaks, Ltd.

4. **Supplemental Action.** If at any time after the Effective Date, the Surviving Entity shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the general partner of the Surviving Entity or the officers, directors, or shareholders of the Disappearing Entity, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of the Surviving Entity, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record title thereto in the Surviving Entity, or to otherwise carry out the provisions of this Plan.

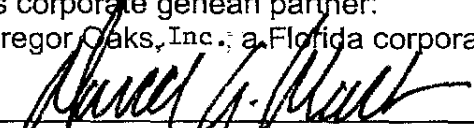
5. **Filing with the Florida Secretary of State and Effective Date.** On the Closing, as provided in the Agreement of Merger of which this Plan is a part, the Disappearing Entity shall cause its president, and the Surviving Entity shall cause its general partner, to execute the Articles of Merger in the form attached to this Agreement and upon execution, this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully

set forth in those Articles of Merger, and shall become an exhibit to those Articles of Merger. Thereafter, the Articles of Merger shall be delivered for filing by Surviving Entity to the Florida Secretary of State. In accordance with 607.1105(1)(b) and 620.203 (1) (f) of the Acts, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles.

6. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Entities which is, or the shareholders or partners of which are, entitled to the benefit thereof by action taken by the Board of Directors or partners, as the case may be, of that entity, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Disappearing Entity or the partners of the Surviving Entity, by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as the change is in accordance with 607.1103 and 620.202 of the Acts.

7. **Termination.** At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual written consent of the Board of Directors of the Disappearing Entity and the general partner of the Surviving Entity, notwithstanding their previous favorable action.

**McGregor Oaks, Ltd.,** a Florida limited partnership  
by its corporate general partner:  
McGregor Oaks, Inc., a Florida corporation

  
By: David G. Malt, president

**Malt Brothers IV, Inc.**  
a Florida corporation

  
By: David G. Malt, President

**Consent to continuing on as general partner of Surviving entity:**

The undersigned McGregor Oaks, Inc., a Florida corporation, hereby consents to continue as general partner of McGregor Oaks, Ltd., the surviving entity of this merger:

McGregor Oaks, Inc., a Florida corporation

  
David G. Malt, president

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger ("**Agreement**"), is made on March 17, 2004, by and between **McGregor Oaks, Ltd.**, a Florida limited partnership with its principal offices located at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901 ("**Buyer**") and **Malt Brothers IV, Inc.**, a Florida corporation, with its principal offices located at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901 ("**Seller**") (collectively, the "**Parties**").

### **RECITALS**

WHEREAS, the Parties desire that Seller be merged into Buyer (the "**Merger**"), with Buyer being the surviving entity, all as more particularly set forth herein; and

WHEREAS, the board of directors of the Seller and the partners of the Buyer have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective entities and shareholders/partners and have recommended to their respective shareholders/partners that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

### **SECTION 1. Plan of Merger.**

1.1 The Plan of Merger, attached as **Exhibit A**, is incorporated by reference.

### **SECTION 2. Closing.**

Closing shall take place at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901, at 2:00 P.M. on March \_\_, 2004 (the "**Closing Date**"), or at another time, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by Buyer and Seller of Articles of Merger in accordance with F.S. Chapters 607 and 620 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the closing. The Articles of Merger shall specify the effective date and time of the Merger.

### **SECTION 3. Representations and Warranties of Seller.**

3.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

3.1.1 Capital Structure. The capitalization of Seller is 1,000 shares of common stock that is authorized, issued, and outstanding and owned by Robert C. Malt 500 shares and David G. Malt 500 shares. All of the issued and outstanding capital stock of Seller has been duly authorized and validly issued, and is fully paid and non-assessable, free of preemptive rights, and not subject to any restriction on transfer under the Articles of Incorporation or Bylaws of Seller or any agreement to which Seller is a party or of which Seller has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of capital stock or other securities of Seller, or obligating Seller to transfer any additional shares of its capital stock of any class or any other securities.

3.1.2 Ownership of the Shares. The 1,000 shares of common stock are duly authorized, validly issued, fully paid, and non-assessable and are free and clear of any interests, security interests, claims, liens, pledges, options, penalties, charges, other encumbrances, buy-sell agreements, or rights of any party whatsoever.

3.1.3 Organization and Good Standing.

Seller is a corporation duly organized, validly existing, and in good standing under the laws of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Incorporation and Bylaws of Seller, each as amended to this date, has been delivered or made available to Buyer. The minute book of Seller is current as required by law, contains the minutes of all meetings of the incorporators, Board of Directors, committees of the Board of Directors, and shareholders from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators, Board of Directors, committees of the Board of Directors, and shareholders of Seller. Seller has no subsidiaries.

3.1.4 Authorization; Validity. The execution, delivery, and performance of this Agreement by Seller has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Seller, and is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

3.1.5 Consents. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Seller of the transactions contemplated by this Agreement.

3.1.6 Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default under, result in breach of, result in the termination of, result in the



acceleration of performance of, require any consent, approval, or waiver under, or result in the imposition of any lien or other encumbrance on any property or assets of Seller under, any agreement, lease, or other instrument to which Seller is a party or by which any of the property or assets of Seller are bound; (ii) violate any permit, license, or approval required by Seller to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Seller's Articles of Incorporation or Bylaws.

No representation, warranty, or covenant contained in this Agreement or in any schedule or exhibit furnished thereunder or in connection with the transactions contemplated thereby contains any untrue statement of a material fact or omits to state any fact necessary to make the statements contained in it not misleading, in light of the circumstances under which they are made, and all representations, warranties, certificates, exhibits, and schedules are correct on and as of this date and will be correct on the Closing Date.

3.2 Survival of Representations and Warranties. Each of the representations and warranties in Section 3.1 shall be deemed renewed and made again by Seller at the Closing as if made at the time, and shall survive the Closing until the expiration of all applicable statute of limitations periods.

#### **SECTION 4. Representations and Warranties of Buyer.**

4.1 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

##### 4.1.1 Organization and Good Standing.

Buyer is a Florida limited partnership duly organized, validly existing, and in good standing under the laws of the state of Florida, having all requisite power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Limited Partnership Agreement and all amendments thereto, of Buyer, has been delivered or made available to Seller. The books of Buyer are current as required by law, contain the minutes of all meetings of the partners from the date of organization to this date, and adequately reflect all material actions taken by the Buyer. Buyer has no subsidiaries.

4.1.2 Authorization; Validity. The execution, delivery, and performance of this Agreement by Buyer has been duly and validly authorized by all requisite action. This Agreement has been duly and validly executed and delivered by Buyer, and is the legal, valid, and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

4.1.3 Consents. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Buyer of the transactions contemplated by this Agreement.

4.1.4 Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default under, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver under, or result in the imposition of any lien or other encumbrance on any property or assets of Buyer under, any agreement, lease, or other instrument to which Buyer is a party or by which any of the property or assets of Buyer are bound; (ii) violate any permit, license, or approval required by Buyer to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Buyer's Limited Partnership Agreement.

No representation, warranty, or covenant contained in this Agreement or in any schedule or exhibit furnished thereunder or in connection with the transactions contemplated thereby contains any untrue statement of a material fact or omits to state any fact necessary to make the statements contained in it not misleading, in light of the circumstances under which they are made, and all representations, warranties, certificates, exhibits, and schedules are correct on and as of this date and will be correct on the Closing Date.

4.2 Survival of Representations and Warranties. Each of the representations and warranties in Section 4.1 shall be deemed renewed and made again by Buyer at the Closing as if made at the time, and shall survive the Closing until the expiration of all applicable statute of limitations periods.

## **SECTION 5. Covenants of Seller.**

5.1 Except as may otherwise be consented to or approved in writing by Buyer, Seller agrees that from the date of this Agreement and until the Closing:

5.1.1 Conduct Pending Closing. The Business of Seller shall be conducted only in the ordinary course consistent with past practices.

5.1.2 Access to Records. Seller shall provide Buyer and its representatives access to all records of Seller that they reasonably may request and provide reasonable access to the properties of Seller.

5.1.3 Solicitation. Seller agrees that it will not solicit, consider, or negotiate any offers to acquire the shares or assets of Seller, or to provide any information or to make available any management personnel to third parties for such purposes.

5.1.4 Confidentiality. Seller agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Seller's

accountants, attorneys, and other professionals with whom Seller conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

5.1.5 Proration of Taxes and Other Amounts. All applicable taxes and rental payments under the Assumed Contracts, and other expenses and revenues of the Business relating to the Assets, shall be prorated as of Closing.

5.1.6 Employee Payments. Seller shall pay all employee compensation, benefits, vacations, sick time, and all other payments due to its employees for the period up to and including the Closing Date.

5.1.7 Risk of Loss. In the event that any of the Assets are damaged by fire, vandalism, or other casualty before Closing, the cost of any repair or restoration shall be an obligation of Seller and the Closing shall proceed under the terms of this Agreement, with the cost of any such repair or restoration to be escrowed at Closing. If, however, the cost of repair or restoration shall exceed 5% of the Purchase Price, Buyer shall have the option of either (i) taking the Assets as is, together with any insurance proceeds payable by virtue of such loss or damage, or (ii) canceling this Agreement.

**SECTION 6. Conditions Precedent to Obligations of Buyer.** Unless, at the Closing, each of the following conditions is either satisfied or waived by Buyer in writing, Buyer shall not be obligated to effect the transactions contemplated by this Agreement:

6.1 Representations and Warranties. The representations and warranties of Seller are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

6.2 Performance of Covenants. Seller shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

6.3 Items to be Delivered at Closing. Seller shall have tendered for delivery to Buyer the following:

6.3.1 Delivery of Shares for Cancellation. Stock certificates representing all of the outstanding securities of Seller duly endorsed in blank or accompanied by duly executed stock powers with all requisite transfer tax stamps attached, which shall be subsequently canceled.

6.3.2 Consents. Consents, if any, are furnished.

6.3.3 Good Standing Certificate. A certificate of the Florida Secretary of State, dated within 10 days of the Closing, showing that Seller is in good standing.

6.3.4 Corporate Action. A certified copy of the corporate action of Seller authorizing and approving this Agreement and the transactions contemplated by it.

6.3.5 Certificate of Incumbency. A certificate of incumbency duly executed by Seller's Secretary or Assistant Secretary.

6.3.6 Articles of Merger. A duly executed original of the Articles of Merger.

6.4 Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident to this Agreement, shall be satisfactory in form and substance to Buyer and Buyer's counsel, whose approval shall not be withheld unreasonably.

6.5 Certificate. There shall be delivered to Buyer an officer's certificate, signed by Seller, to the effect that all of the representations and warranties of Seller set forth in this Agreement are true and complete in all material respects as of the Closing Date, and that Seller has complied in all material respects with its covenants and agreements required to be complied with by the Closing.

6.6 No Adverse Change. There shall not have been a material adverse change in the financial condition of Seller or the Business, whether or not covered by insurance; nor shall any lawsuit be pending that seeks to set aside the Agreement or the transactions contemplated by it.

**SECTION 7. Conditions Precedent to Obligations of Seller.** Unless, at the Closing, each of the following conditions is either satisfied or waived by Seller in writing, Seller shall not be obligated to effect the transactions contemplated by this Agreement.

7.1 Representations and Warranties. The representations and warranties of Buyer in this Agreement are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

7.2 Items to be Delivered at Closing. Buyer shall have tendered for delivery to Seller the following:

7.2.1 Delivery of Consideration. Stock certificate in the name of each of the Seller's shareholders not dissenting to the proposed Merger, or such other consideration as is required to be delivered by this Agreement.

7.2.2 Consents. Consents, if any, are furnished.

7.2.3 Good Standing Certificate. A certificate of the Florida Secretary of State, dated within 10 days of the closing, showing that Buyer is in good standing.

7.2.4 Corporate Action. A certified copy of the action of Buyer authorizing and approving this Agreement and the transactions contemplated by it.

7.2.5 Certificate of Incumbency. A certificate of incumbency duly executed by Buyer's Manager.

7.2.6 Articles of Merger. A duly executed original of the Articles of Merger.

7.3 Performance of Covenants. Buyer shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

## **SECTION 8. Notices.**

Any notice, request, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and if delivered personally or by courier or delivery service, at the time of delivery, addressed to the intended recipient, at the address specified on page one of this Agreement. Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

## **SECTION 9. Miscellaneous.**

9.1 Entire Agreement. This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger, and all exhibits and schedules hereto, contain all of the terms and conditions agreed on by the parties with reference to the subject matter and supersede all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including any exhibits and schedules hereto, may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

9.2 Assignment. This Agreement shall not be assigned or assignable by Seller or Buyer without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

9.3 Captions. All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

9.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

9.5 Waiver. Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking that action, possessing that knowledge, or performing that investigation of compliance with the representations, warranties,

covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

9.6 Controlling Law. This Agreement has been entered into in the state of Florida and shall be governed by, construed under, and enforced in accordance with the laws of Florida.

9.7 Gender. Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

9.8 Further Assurances. Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken reasonable further or other actions necessary or desirable to carry out the intent and purposes of this Agreement.

9.9 Attorneys' Fees. In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover that party's costs of suit and reasonable attorneys' fees through all appeals.

9.10 References to Agreement. The words "hereof," "herein," "here under," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

9.11 Schedules and Exhibits. Schedules and exhibits to this Agreement (and references to part or parts of them) shall, in each instance, include the schedules or exhibits (as the case may be) attached to this Agreement as well as amendments to the schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by reference.

9.12 Venue. Any litigation arising under this Agreement shall be instituted only in Lee County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

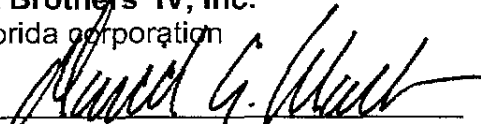
9.13 Severability. Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision. If any provision of this Agreement shall be determined to be unlawful, that provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

9.14 Rights in Third Parties. Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.

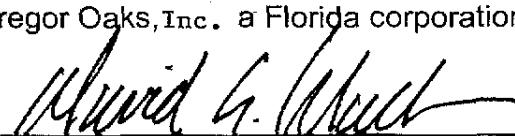
9.15 Expenses. Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

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

**Malt Brothers IV, Inc.**  
a Florida corporation

  
By: David G. Malt, President

**McGregor Oaks, Ltd.,** a Florida limited partnership  
by its corporate general partner:  
McGregor Oaks, Inc. a Florida corporation

  
By: David G. Malt, president