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**MERGER OR SHARE EXCHANGE**

**AESP, INC.**

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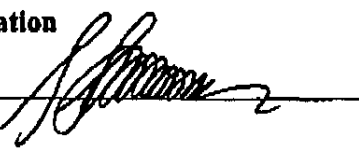
**ARTICLES OF MERGER  
MERGING  
RSB HOLDINGS, INC.,  
A FLORIDA CORPORATION,  
WITH AND INTO  
AESP, INC.,  
A FLORIDA CORPORATION**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations hereby deliver the following Articles of Merger for the purposes of merging RSB Holdings, Inc., a Florida corporation ("RSB") with and into AESP, Inc., a Florida corporation ("AESP").

1. A copy of the Agreement and Plan of Merger adopted by the constituent corporations (the "Plan") is attached hereto as Exhibit A.
2. The merger of RSB with and into AESP, with AESP as the surviving corporation of the merger, shall become effective on the date these Articles of Merger are filed with the Department of State of the State of Florida.
3. The Plan was adopted and approved by the directors of AESP on April 23, 2007, and by the shareholders of AESP on June 20, 2007.
4. The Plan was adopted and approved by the directors and shareholders of RSB effective on April 23, 2007.

Dated: June 20, 2007

**AESP, INC.,  
a Florida corporation**

By:   
Name: Slav Stein  
Title: President

**RSB HOLDINGS, INC.,  
a Florida corporation**

By:   
Name: Roman Briskin  
Title: Vice President

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**EXHIBIT "A"**

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**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER**, dated as of April 23, 2007 (this "Agreement"), is between **RSB HOLDINGS, INC.**, a Florida corporation ("RSB"), and **AESP, Inc.**, a Florida corporation (the "Company").

**WHEREAS**, the Company and RSB have each determined that it is in the best interests of their respective shareholders to enter into this Agreement providing for the merger (the "Merger") of RSB with and into the Company in accordance with the Florida Business Corporation Act (the "FBCA"), upon the terms and subject to the conditions set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, RSB and the Company hereby agree as follows:

**ARTICLE I**

**THE MERGER**

**SECTION 1.01. The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, at the Effective Time (as defined below), RSB shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of RSB shall cease and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

**SECTION 1.02. Closing.**

(a) **Location and Time.** The closing of the Merger (the "Closing") shall take place no later than the second Business Day after satisfaction or waiver (as permitted by this Agreement and applicable Law) of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Closing Date) set forth in Article VI (the "Closing Date"), unless another time or date is agreed to in writing by the parties hereto. The Closing shall be held at the offices of Akerman Senterfitt, One Southeast Third Avenue, Suite 2500, Miami, Florida 33131, unless another place is agreed to in writing by the parties hereto.

(b) **Closing Deliveries.** At the Closing, including any Closing contemplated by Section 5.04 of this Agreement, the Company and RSB shall make the following deliveries:

(i) The Company shall deliver to RSB a certificate of the Chief Executive Officer of the Company, certifying that:

(A) the representations and warranties of the Company set forth in this Agreement, *disregarding all materiality and Company Material Adverse Effect* qualifiers, are true and correct, in each case as of the date of this Agreement and at and as of the Effective Time, as though made on and as of such date (unless any such representation or warranty is made only as of a specific date, in which event as of such specified date), except for failures to be true and correct which would

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not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect;

(B) the Company has performed in all material respects each of the obligations, and complied in all material respects with each of the agreements and covenants, required to be performed by, or complied with by, it under this Agreement at or prior to the Closing; and

(C) There has not occurred a Company Material Adverse Effect.

(ii) RSB shall deliver to the Company a certificate of the Chief Executive Officer of RSB, certifying that:

(A) the representations and warranties of RSB set forth in this Agreement, disregarding all materiality and RSB Material Adverse Effect qualifiers, are true and correct, in each case as of the date of this Agreement and at and as of the Effective Time, as though made on and as of such date (unless any such representation or warranty is made only as of a specific date, in which event as of such specified date), except for failures to be true and correct which would not, individually or in the aggregate, reasonably be expected to have a RSB Material Adverse Effect; and

(B) RSB has performed in all material respects each of the obligations, and complied in all material respects with each of the agreements and covenants, required to be performed by or complied with by it under this Agreement at or prior to the Closing.

**SECTION 1.03. Effective Time.** At the Closing, the parties shall cause the Merger to be consummated by filing Articles of Merger (the "Articles of Merger") with the Secretary of State of the State of Florida, in such form as is required by, and executed in accordance with, the relevant provisions of the FBCA (the date and time of such filing of the Articles of Merger (or such later time as may be agreed by the parties hereto and specified in the Articles of Merger) being the "Effective Time").

**SECTION 1.04. Effects of the Merger.** The Merger shall have the effects set forth in the applicable provisions of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers and franchises of the Company and RSB shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and RSB shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

**SECTION 1.05. Directors and Officers.** The directors of RSB immediately prior to the Effective Time shall, at the Effective Time, become the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation. The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective

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successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

**SECTION 1.06. Conversion of Securities.** At the Effective Time, by virtue of the Merger and without any action on the part of RSB, the Company or the holders of any of the following securities:

(a) each share of common stock, par value \$0.001 per share, of the Company ("Company Common Stock", and such shares, "Shares") issued and outstanding immediately prior to the Effective Time (other than any Shares to be canceled pursuant to Section 1.07(b) and any Dissenting Shares) shall be canceled and shall be converted automatically into the right to receive \$0.05 in cash, without interest (the "Per Share Merger Consideration");

(b) each Share held in the treasury of the Company and each Share owned by RSB or its shareholders immediately prior to the Effective Time shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto; and

(c) each share of common stock, par value \$0.001 per share, of RSB issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value \$0.001 per share, of the Surviving Corporation ("Surviving Corporation Shares").

**SECTION 1.07. Dissenting Shares.**

(a) Right. Notwithstanding anything in this Agreement to the contrary, Shares that are issued and outstanding immediately prior to the Effective Time and which are held by holders of Shares who have not voted in favor of or consented to the Merger and who have properly demanded appraisal for such Shares in accordance with Section 607.1302, et. seq. of the FBCA (the "Dissenting Shares") shall not be converted into the right to receive the Per Share Merger Consideration, and the holders thereof shall be entitled to receive the "fair value" of such Shares as provided in the FBCA; provided, however, that if, after the Effective Time, any such stockholder of the Company shall fail to perfect or shall effectively waive, withdraw, or lose such stockholder's rights under the FBCA, such stockholder's Shares shall no longer be considered Dissenting Shares for the purposes of this Agreement and shall thereupon be deemed to have been converted, at the Effective Time, into the right to receive the Per Share Merger Consideration without any interest thereon.

(b) Notice of Demand. The Company shall give RSB prompt notice of any notice received by the Company of intent to demand appraisal of any Shares, withdrawals of such notices and any other instruments served pursuant to the FBCA and received by the Company. RSB shall have the right to participate in and to direct all negotiations and proceedings with respect to the exercise of appraisal rights under the FBCA. The Company shall not, except with the prior written consent of RSB or as otherwise required by an order, decree, ruling or injunction of a court of competent jurisdiction, make any payment with respect to any such exercise of appraisal rights or offer to settle or settle any such rights.

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**SECTION 1.08. Payment; Stock Transfer Books.**

(a) Exchange of Certificates. Promptly after the Effective Time, the Surviving Corporation shall cause to be mailed to each Person who was, at the Effective Time, a holder of record of Shares entitled to receive the Per Share Merger Consideration pursuant to Section 1.07(a) a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the certificates evidencing such Shares (the "Certificates") shall pass, only upon proper delivery of the Certificates to the Paying Agent) and instructions for use in effecting the surrender of the Certificates pursuant to such letter of transmittal. Upon surrender to the Paying Agent of a Certificate, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange therefore the Per Share Merger Consideration for each Share formerly evidenced by such Certificate, and such Certificate shall then be canceled. No interest shall accrue or be paid on the Per Share Merger Consideration payable upon the surrender of any Certificate for the benefit of the holder of such Certificate. If the payment equal to the Per Share Merger Consideration is to be made to a Person other than the Person in whose name the surrendered Certificate is registered on the stock transfer books of the Company, it shall be a condition of payment that the Certificate so surrendered shall be endorsed properly or otherwise be in proper form for transfer and that the Person requesting such payment shall have paid all transfer and other taxes required by reason of the payment of the Per Share Merger Consideration to a Person other than the registered holder of the Certificate surrendered, or shall have established to the satisfaction of RSB that such taxes either have been paid or are not applicable. If any holder of Shares is unable to surrender such holder's Certificates because such Certificates have been lost, stolen, mutilated or destroyed, such holder may deliver in lieu thereof an affidavit and indemnity bond in form and substance and with surety reasonably satisfactory to the Surviving Corporation.

(b) Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers of Shares on the records of the Company. From and after the Effective Time, the holders of Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares except as otherwise provided herein or by applicable Law.

(c) Satisfaction. All Per Share Merger Consideration paid upon the surrender for exchange of Certificates in accordance with the terms of this Article I shall be deemed to have been paid in full satisfaction of all rights pertaining to the Shares theretofore represented by such Certificates. If, after the Effective Time, Certificates are presented to the Surviving Corporation or the Paying Agent for any reason, they shall be canceled and exchanged as provided in this Article I, except as otherwise provided by Law.

(d) Tax Deduction; Withholding. Each of the Surviving Corporation, the Paying Agent or RSB shall be entitled to deduct and withhold from any amounts otherwise payable hereunder to any Person such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of Federal, state, local or foreign tax Law. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

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(e) Adjustment of Merger Consideration. Notwithstanding anything in this Agreement to the contrary, but subject to Section 4.01, if, between the date of this Agreement and the Effective Time, the issued and outstanding Shares shall have been changed into a different number of shares or a different class by reason of any stock split, reverse stock split, stock dividend, reclassification, redenomination, recapitalization, split-up, combination, exchange of shares or other similar transaction, the Per Share Merger Consideration and any other dependent items shall be appropriately adjusted to provide to the holders of Company Common Stock or rights to acquire such Company Common Stock and the parties hereto the same economic effect as contemplated by this Agreement prior to such action and as so adjusted shall, from and after the date of such event, be the Per Share Merger Consideration or other dependent item, subject to further adjustment in accordance with this sentence.

**SECTION 1.09. Subsequent Actions.** If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the Company or RSB acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of either the Company or RSB, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of such corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to RSB that

#### SECTION 2.01. Organization and Qualification.

(a) Organization. Each of the Company and each subsidiary of the Company is a corporation or other form of legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the requisite power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted. The Company and each of its subsidiaries is duly qualified or licensed as a foreign corporation or other form of legal entity to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

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(b) Power. The Company has the requisite power and authority as a corporation in all material respects to own, lease and operate its properties and to carry on its business as it is now being conducted.

**SECTION 2.02. Articles of Incorporation and By-laws.** The Company has heretofore furnished or made available to RSB a complete and correct copy of the Articles of Incorporation and the By-laws or equivalent organizational documents, each as amended to date, of the Company which RSB has requested be delivered to it. All Articles of incorporation, By-laws or equivalent organizational documents of the Company are in full force and effect.

**SECTION 2.03. Capitalization.**

(a) Authorized Stock. The authorized capital stock of the Company consists of 20,001,000 shares, of which 20,000,000 shares are designated as Common Stock and 1,000 shares are designated as Preferred Stock. As of the date of this Agreement, 14,041,096 shares of Common Stock are issued and outstanding, all of which are validly issued, fully paid and nonassessable and none are held in treasury. Except as set forth in the Company's financial statements for 2005, there are (i) no options, warrants, agreements, or other arrangements of any character that are binding on the Company that obligate the Company or to issue, sell, redeem, repurchase or exchange any shares of capital stock of, or other equity interests in, the Company or any interest convertible into or exchangeable or exercisable for any such capital stock or other equity interests, (ii) no voting trusts, proxies or other similar agreements or understandings to which the Company is bound with respect to the voting of any such capital stock or other equity interests, (iii) no contractual obligations or commitments restricting the transfer of, or requiring the registration for sale of, any such capital stock or other equity interests and (iv) no bonds, debentures, notes or other indebtedness having the right to vote on any matters on which shareholders of the Company may vote (whether or not dependent on conversion or other triggering event). The Company Common Stock is not subject to statutory preemptive rights.

(b) Stock Plans. The Company has made available to RSB accurate and complete copies of all Company Stock Plans pursuant to which the Company has granted the Company Stock Options that are currently outstanding. All Shares subject to issuance prior to the Closing as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and nonassessable.

**SECTION 2.04. Authority Relative to the Merger.** The Company has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Merger. The execution and delivery by the Company of this Agreement and the consummation by the Company of the Merger have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the Merger (other than the approval and adoption of this Agreement and the Merger by the holders of a majority of the then outstanding shares of Company Common Stock, excluding the shares held by RSB, Slav Stein ("Stein") and Roman Briskin ("Briskin" and sometimes collectively with Stein the "RSB Shareholders") (the "Company Shareholder Approval") and the filing and recordation of the Articles of Merger as required by the FBCA). The approval and adoption of this Agreement and the Merger by the holders of a majority of the then outstanding shares of

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Company Common Stock and the filing and recordation of the Articles of Merger as required by the FBCA are the only actions required under the FBCA and applicable Florida Law to authorize the Merger. This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, all Laws relating to fraudulent transfers), reorganization, moratorium or similar Laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at Law or in equity). The Company Board, at a meeting duly called and held, has:

(a) determined that this Agreement and the Merger contemplated hereby are fair to, and in the best interests of, the Company and the holders of Shares (other than RSB and the RSB Shareholders);

(b) approved, adopted and declared advisable this Agreement and the Merger (such approval and adoption having been made in accordance with the FBCA and the Company's Articles of Incorporation); and

(c) resolve to recommend that the holders of Shares approve and adopt this Agreement and the Merger (the "Company Recommendation").

**SECTION 2.05. No Conflict; Required Filings and Consents.**

(a) No Conflict. The execution and delivery by the Company of this Agreement do not, and the performance by the Company of this Agreement and the consummation of the Merger by the Company do not and will not:

(i) violate the Articles of Incorporation or By-laws or any equivalent organizational documents of the Company;

(ii) violate any United States or non-United States statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order ("Law") applicable to the Company or by which any property or asset of the Company is bound or affected; or

(iii) result in any breach of or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, require consent of or notification to any counterparty under, or result in the creation of a lien or other encumbrance on any property or asset of the Company pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company is a party or by which the Company or any property or asset of any of them is bound or affected, except for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect or with respect to agreements for which consents have been obtained.

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(b) Government Approval. The execution, delivery, and performance of this Agreement by the Company and the consummation of the Merger by the Company do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any government, any instrumentality, subdivision, court, administrative agency or commission or other authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority (a "Governmental Authority"), except for (i) those required under or in relation to (A) the Exchange Act or the Securities Act of 1933, as amended (the "Securities Act"), (B) compliance with the applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (C) the FBCA with respect to the filing of the Articles of Merger and (D) rules such as may be required under any applicable state securities or blue sky laws and (ii) such other consents, permits, approvals, orders or authorizations the failure of which to obtain which would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF RSB

RSB hereby represents and warrants to the Company that:

**SECTION 3.01. Corporate Organization.** RSB is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. RSB has the requisite corporate power and corporate authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary other than in such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, reasonably be expected to have a RSB Material Adverse Effect.

**SECTION 3.02. Authority Relative to the Merger.** RSB has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Merger. The execution and delivery by RSB of this Agreement and the consummation by RSB of the Merger has been duly and validly authorized by all necessary corporate action, and, except as provided in this Section 3.02, no other corporate proceedings on the part of RSB are necessary to authorize this Agreement or to consummate the Merger. The approval and adoption of this Agreement and the Merger by the holders of a majority of the then outstanding shares of common stock of RSB and the filing and recordation of the Articles of Merger as required by the FBCA are the only actions required under the FBCA and applicable Florida Law to authorize the Merger. This Agreement has been duly and validly executed and delivered by RSB and, assuming due authorization, execution and delivery by the Company, constitutes the legal, valid and binding obligation of each of RSB, enforceable against RSB in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, all Laws relating to fraudulent transfers), reorganization, moratorium or similar Laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at Law or in equity). The Board of Directors of RSB, at a meeting duly called and held prior to the execution

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of this Agreement, has adopted resolutions approving and declaring advisable this Agreement and the Merger (such approval and adoption having been made in accordance with the FBCA and the Articles of Incorporation of RSB).

**SECTION 3.03. No Conflict; Required Filings and Consents.** The execution and delivery by RSB of this Agreement does not, and the performance by RSB of this Agreement and the consummation of the Merger by RSB will not:

- (a) violate the Articles of Incorporation or By-laws of RSB;
- (b) violate any Law applicable to RSB or by which any of its property or assets is bound or affected, other than any such violation that would not, individually or in the aggregate, reasonably be expected to have a RSB Material Adverse Effect; or
- (c) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or other encumbrance on any property or asset of RSB pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which RSB is a party or by which RSB or any of its property or assets is bound or affected, except for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to have an RSB Material Adverse Effect.

**SECTION 3.04. Governmental Consents.** The execution, delivery, and performance of this Agreement by RSB and the consummation by RSB of the Merger contemplated hereby do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any Governmental Authority, except for (i) those required under or in relation to (A) the Exchange Act or the Securities Act, (B) compliance with the applicable requirements of the HSR Act, (C) the FBCA with respect to the filing of the Articles of Merger, and (D) such as may be required under any applicable state securities or blue sky laws and (ii) such other consents, permits, approvals, orders or authorizations the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to have a RSB Material Adverse Effect.

**SECTION 3.05. Financing.** RSB will have at the Effective Time, through cash contributed by the RSB Shareholders, the funds necessary to consummate the Merger, including the payment of the aggregate Per Share Merger Consideration and the consideration contemplated by Section 1.08 of this Agreement and to pay all related fees and expenses of RSB.

**SECTION 3.06. Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of RSB or any of its Affiliates.

**SECTION 3.07. Litigation.** There is no action, suit or proceeding pending or threatened before any Governmental Authority against RSB, and no judgment, decree, injunction, rule, order or similar action of any Governmental Authority is outstanding against

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RSB that, in any such case, seeks directly or indirectly to restrain or prohibit the consummation of the Merger.

#### ARTICLE IV

#### CONDUCT OF BUSINESS PENDING THE MERGER

##### SECTION 4.01. Conduct of Business by the Company Pending the Merger.

(a) Ordinary Course. The Company agrees that, between the date of this Agreement and the Effective Time, except as expressly contemplated by any other provision of this Agreement, unless RSB shall otherwise consent in writing (such consent not to be unreasonably withheld or delayed), it being agreed by RSB that any action approved or authorized by Slav Stein or Roman Briskin in their respective capacities as executive officers of the Company will be deemed to have received such consent:

(i) the businesses of the Company shall be conducted in the ordinary course of business and in a manner consistent with past practice; and

(ii) the Company shall use commercially reasonable efforts to preserve intact the business organization of the Company, to keep available the services of the current officers and employees of the Company and to preserve the current relationships of the Company with customers, suppliers and other Persons with which the Company has significant business relations.

**SECTION 4.02. Advice of Changes.** Each party shall promptly advise the other orally and in writing of (i) any representation or warranty made by it in this Agreement (A) to the extent qualified by Material Adverse Effect or other materiality qualifier becoming untrue or inaccurate and (B) to the extent not qualified by Material Adverse Effect becoming untrue or inaccurate in any material respect except that this clause (B) shall be deemed satisfied so long as such representations or warranties being untrue or inaccurate do not have a Material Adverse Effect on the Company or RSB, as the case may be, or (ii) the failure by it to comply with or satisfy in any material respect any covenant, condition or agreement required to be complied with or satisfied by it under this Agreement. However, no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties or the remedies available under this Agreement.

**SECTION 4.03. Tax Matters.** During the period from the date of this Agreement to the Effective Time, the Company shall:

(a) prepare and timely file all Tax Returns required to be filed by them on or before the Closing Date ("Post-Signing Returns") in a manner consistent with past practice, except as otherwise required by applicable Laws;

(b) consult with RSB with respect to all material Post-Signing Returns and deliver drafts of such Post-Signing Returns to RSB no later than ten Business Days prior to the date on which such Post-Signing Returns are required to be filed;

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(c) fully and timely pay all Taxes due and payable in respect of such Post-Signing Returns that are so filed;

(d) properly reserve (and reflect such reserve in their books and records and financial statements), for all Taxes payable by them for which no Post-Signing Return is due prior to the Effective Time in a manner consistent with past practice;

(e) promptly notify RSB of any Legal Action or audit pending or threatened against the Company in respect of any Tax matter, including Tax liabilities and refund claims, and not settle or compromise any such Legal Action or audit without RSB's prior written consent in excess of \$25,000;

(f) not make or revoke any election with regard to Taxes or file any amended Tax Returns;

(g) not make any change in any Tax or accounting methods or systems of internal accounting controls (including procedures with respect to the payment of accounts payable and collection of accounts receivable), except as may be appropriate to conform to changes in Tax laws or regulatory accounting requirements or GAAP; and

(h) terminate all Tax Sharing Agreements to which the Company is a party such that there are no further Liabilities thereunder.

## ARTICLE V

### ADDITIONAL AGREEMENTS

**SECTION 5.01. Shareholders' Meeting.** The Company shall proceed to call and, shall:

(a) in accordance with applicable Law and the Company's Articles of Incorporation and By-laws, duly and promptly call, give notice of, convene and hold, an annual or special meeting of its shareholders for the purpose of considering and taking action on this Agreement and the Merger (the "Shareholders' Meeting"); and

(b) use its best efforts to obtain Company Shareholder Approval and otherwise comply with all requirements of Law applicable to the Shareholders' Meeting.

### SECTION 5.02. Approval of Briskin and Stein.

(a) Briskin and Stein will, following the execution of this Agreement (and in no event later than 48 hours from the execution of this Agreement), deliver to the Company a copy of a written consent and proxy executed by them adopting this Agreement and the Merger in their capacity as a stockholder of the Company with respect to all shares of Company Common Stock they own or may hereafter acquire.

(b) Briskin and Stein shall, at any meeting of the shareholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting), however

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called, pursuant to Section 5.01, (A) when a meeting is held, appear at such meeting or otherwise cause all RSB Shares owned of record or beneficially by it to be counted as present thereat for the purpose of establishing a quorum, (B) vote (or cause to be voted) in person or by proxy all RSB Shares owned of record or beneficially by it in favor of the adoption of the Agreement and the approval of the Merger and for any other matters necessary for consummation of the Transactions and (C) vote (or cause to be voted) all Company Shares owned of record or beneficially by it against (i) any proposal for any recapitalization, reorganization, liquidation, merger, sale of assets or other business combinations between the Company and any other Person (other than the Merger) and (ii) any other action that could reasonably be expected to impede, interfere with, delay, postpone or adversely affect the Merger or any of the Transactions.

### **SECTION 5.03. Access to Information.**

(a) Access. Subject to applicable Law, from the date of this Agreement until the Effective Time, the Company shall:

(i) provide to RSB and RSB's Representatives access, during normal business hours and upon reasonable notice by RSB, to the officers, employees, agents, properties, offices and other facilities of the Company and to the books and records thereof; and

(ii) furnish to RSB such information concerning the business, properties, contracts, assets, liabilities, personnel and other aspects of the Company as RSB or its Representatives may reasonably request.

(b) No Waiver. Except as otherwise expressly provided herein, no information or knowledge obtained by any party pursuant to this Section 5.03 or otherwise shall affect or be deemed to modify any representation or warranty made by any party hereunder.

### **SECTION 5.04. No Solicitation of Other Transactions.**

(a) The Board of Directors, directly or indirectly through advisors, agents or other intermediaries, may (i) engage in negotiations or discussions with any third party that has made a bona fide acquisition proposal that the Board of Directors reasonably believes may lead to a Superior Proposal, (ii) furnish to such third party nonpublic information relating to the Company or any of its subsidiaries pursuant to a confidentiality agreement, and (iii) following receipt of a bona fide acquisition proposal that the Board of Directors reasonably believes will lead to a Superior Proposal, fail to make, withdraw, or modify in a manner adverse to RSB its recommendation to its shareholders referred to in Section 2.04 hereof.

(b) The Company shall, and shall cause its subsidiaries and direct its advisors, employees and other agents of the Company and any of its subsidiaries to, cease immediately and cause to be terminated any and all existing activities, discussions and negotiations, if any, with any third party conducted prior to the date hereof with respect to any acquisition proposal and shall request any such Party (or its agents or advisors) in possession of confidential information about the Company that was furnished by or on behalf of the Company to return or destroy all such information.

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**"Superior Proposal"** means any bona fide, unsolicited written acquisition proposal to acquire, directly or indirectly, for consideration consisting of at least \$2,500,000 in cash and/or securities for all or substantially all of the Shares of the Company or for substantially all of the assets of the Company, on terms that the Board of Directors determines in good faith by a majority vote, and taking into account all the terms and conditions of the acquisition proposal, including any break-up fees, expense reimbursement provisions and conditions to consummation, are more favorable from a financial point of view to the Company's shareholders than as provided hereunder and for which financing, to the extent required, is then fully committed or reasonably determined to be available by the Board of Directors, is from a Person that in the reasonable judgment of the Company's Board of Directors, is financially capable of consummating such a proposal, and that in the reasonable judgment of the Company's Board of Directors, if accepted, is reasonably likely to be consummated and taking into account all legal, financial, and regulatory aspects of the offer and the Person making the offer.

**SECTION 5.05. Further Action; Reasonable Best Efforts.** Upon the terms and subject to the conditions of this Agreement:

(a) each of the parties hereto shall make promptly its respective filings, and thereafter make any other required submissions, under any applicable foreign, federal or state antitrust, competition or fair trade Laws with respect to the Transactions; and

(b) the Company shall cooperate with RSB and use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective the Merger and the Transactions, including, without limitation, (i) using its reasonable best efforts to obtain all Permits, consents, approvals, authorizations, qualifications and orders of Governmental Authorities and parties to contracts with the Company as are necessary for the consummation of the Transactions and to fulfill the conditions to the Merger and (ii) cooperating with RSB to respond to and defend against any litigation brought against the Company, RSB or the RSB Shareholders because of the Merger or the transactions.

**SECTION 5.06. Public Announcements.** The initial press release relating to this Agreement shall be a joint press release the text of which has been agreed to by each of RSB and the Company. Thereafter, subject to applicable Law, each of RSB and the Company shall use its reasonable best efforts to consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement, the Merger, or any of the other Transactions.

**SECTION 5.07. Disposition of Litigation.** In connection with any litigation which may be brought against the Company or its directors relating to the transactions contemplated hereby, the Company shall keep RSB, and any counsel which RSB may retain at its own expense, informed of the status of such litigation and will provide RSB's counsel the right to participate in the defense of such litigation to the extent RSB is not otherwise a party thereto, and the Company shall not enter into any settlement or compromise of any such stockholder litigation without RSB's prior written consent, which consent shall not be unreasonably withheld or delayed.

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## ARTICLE VI

### CONDITIONS TO THE MERGER

**SECTION 6.01. Mutual Conditions to the Merger.** The obligations of the Company and RSB to consummate the Merger shall be subject to the satisfaction or waiver (where permissible), at or prior to the Closing, of the following conditions:

(a) the Company shall have obtained the Company Shareholder Approval to the extent necessary under applicable Law;

(b) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law, rule, regulation, judgment, decree, executive order or award (an "Order") which is then in effect and has the effect of making the Merger illegal or otherwise preventing or prohibiting consummation of the Merger;

(c) any waiting period (and any extension thereof) applicable to the Merger under the HSR Act shall have been terminated or shall have expired;

(d) no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction preventing the consummation of the Merger or the performance by RSB, the RSB Shareholders or the Company of any covenant or condition required in order to consummate the Merger, shall be in effect.

**SECTION 6.02. Conditions to Obligations of RSB.** The obligations of RSB to effect the Merger shall be further subject to the satisfaction or waiver at or prior to the Effective Time of the following conditions:

(a) the representations and warranties of the Company set forth in this Agreement, disregarding all materiality and Company Material Adverse Effect qualifiers, shall be true and correct, in each case as of the date of this Agreement and at and as of the Effective Time, as though made on and as of such date (unless any such representation or warranty is made only as of a specific date, in which event as of such specified date), except for failures to be true and correct which would not, individually or in the aggregate, have a Company Material Adverse Effect;

(b) the Company shall have performed in all material respects each of the obligations, and complied in all material respects with each of the agreements and covenants, required to be performed by, or complied with by, it under this Agreement at or prior to the Closing, provided that each of such obligations, agreements and covenants shall be deemed to have been performed in all material respects;

(c) RSB shall have received a certificate of the Chief Executive Officer of the Company, certifying that the conditions set forth in Sections 6.02(a), (b) and (d) have been satisfied;

(d) There shall not have occurred a Company Material Adverse Effect;



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**SECTION 6.03. Conditions to Obligations of the Company.** The obligation of the Company to effect the Merger shall be further subject to the satisfaction or waiver at or prior to the Closing of the following conditions:

(a) the representations and warranties of RSB set forth in this Agreement, disregarding all materiality and RSB Material Adverse Effect qualifiers, shall be true and correct, in each case as of the date of this Agreement and at and as of the Effective Time, as though made on and as of such date (unless any such representation or warranty is made only as of a specific date, in which event as of such specified date), except for failures to be true and correct which would not, individually or in the aggregate, reasonably be expected to have a RSB Material Adverse Effect;

(b) RSB shall have performed in all material respects each of the obligations, and complied in all material respects with each of the agreements and covenants, required to be performed by or complied with by it under this Agreement at or prior to the Closing; and

(c) the Company shall have received certificates of the Chief Executive Officer or the Chief Financial Officer of RSB, certifying that the conditions set forth in Sections 6.03(a) and (b) have been satisfied.

## ARTICLE VII

### TERMINATION, AMENDMENT AND WAIVER

**SECTION 7.01. Termination.** This Agreement may only be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time, notwithstanding adoption thereof by the shareholders of the Company:

(a) by mutual written consent of RSB and the Company;

(b) by RSB or the Company if any court or other Governmental Authority of competent jurisdiction shall have issued a final order, decree or ruling or taken any other final action restraining, enjoining or otherwise prohibiting the Merger and such order, decree, ruling or other action is or shall have become final and non-appealable;

(c) by either RSB or the Company if the Effective Time shall not have occurred on or before July 31, 2007 (the "Termination Date"); provided that the right to terminate this Agreement pursuant to this Section 7.01(c) shall not be available to the party seeking to terminate if any action of such party or the failure of such party to perform any of its obligations under this Agreement required to be performed at or prior to the Effective Time has been the cause of, or resulted in, the failure of the Effective Time to occur on or before the Termination Date and such action or failure to perform constitutes a breach of this Agreement;

(d) by the Company (i) if there shall have been a breach of any representation, warranty, covenant or agreement on the part of RSB contained in this Agreement such that the conditions set forth in Sections 6.03(a) or 6.03(b) would not be satisfied and, in either such case, such breach is not capable of being cured or, if capable of being cured, shall not have been cured prior to the Termination Date; provided that the Company shall not have the right to terminate

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this Agreement pursuant to this Section 7.01(d)(i) if the Company is then in material breach of any of its covenants or agreements contained in this Agreement or (ii) if prior to the obtaining of the Company Shareholder Approval (A) the Company shall have received a Superior Proposal, (B) the Company and the Company Board shall have complied in all material respects with Sections 5.01 and 5.04, and (C) RSB shall have received payment of the Company Termination Fee and RSB Expenses;

(e) by RSB (i) if there shall have been a breach of any representation, warranty, covenant or agreement on the part of the Company contained in this Agreement such that the conditions set forth in Sections 6.02(a) or 6.02(b), would not be satisfied and, in any such case, such breach is not capable of being cured or, if capable of being cured, shall not have been cured prior the Termination Date; provided that RSB shall not have the right to terminate this Agreement pursuant to this Section 7.01(e)(i) if RSB is then in material breach of any of its covenants or agreements contained in this Agreement, (ii) if the Company Board shall have made a Change in Company Recommendation; or (iii) if at any time after the date of this Agreement the conditions set forth in Sections 6.02(d) shall not be satisfied and in any such case (A) such failure shall not be cured by the Company within five (5) business days following written notice by RSB delivered to the Company describing in reasonable detail such failure and (B) RSB is not then in material breach of any of its covenants or agreements contained in this Agreement;

(f) by the Company if, upon a vote taken thereon at the Shareholders Meeting or any postponement or adjournment thereof, this Agreement shall not have been adopted by the holders of at least a majority in combined voting power of the outstanding Shares; or

(g) if holders of more than 5% of the shares of the Company's outstanding common stock have elected to dissent from the Merger pursuant to the FBCA.

**SECTION 7.02. Effect of Termination.** In the event of the termination of this Agreement pursuant to Section 7.01, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any party hereto, except:

(a) as set forth in Section 7.03; and

(b) except as set forth in Section 7.03, nothing herein shall relieve any party from liability for fraud or for any willful breach of any of its representations, warranties, covenants or agreements set forth in this Agreement prior to such termination.

The terms of this Section 7.02, 7.03, and Article VIII, shall survive any termination of this Agreement.

**SECTION 7.03. Fees and Expenses.**

(a) Generally. Except as otherwise expressly set forth in this Agreement, all fees and expenses incurred in connection with the Transactions shall be paid by the party incurring such expenses, whether or not the Merger is consummated. "Expenses" includes all reasonable out-of-pocket expenses (including all fees and expenses of financing sources, counsel, accountants, investment bankers, experts and consultants to a party hereto and its affiliates) incurred by or on

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behalf of a party or its prospective financing sources in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement.

(b) Company Termination Fee and RSB Expenses.

(i) In the event that this Agreement is terminated by RSB pursuant to Section 7.01(e)(ii), then the Company shall pay \$125,000 (such amount, the "Company Termination Fee") to RSB or as directed by RSB plus the RSB Expenses to RSB or as directed by RSB, as promptly as reasonably practicable (and in any event within five Business Days following such termination), payable by wire transfer of immediately available funds.

(ii) In the event that this Agreement is terminated by RSB pursuant to Section 7.01(e)(ii), then the Company shall reimburse RSB for all Expenses incurred by or on behalf of RSB and its Affiliates as of the time of such reimbursement (the "RSB Expenses"), as promptly as reasonably practicable following delivery of reasonable documentation thereof (and, in any event, within five Business Days following delivery of such documentation), payable by wire transfer of immediately available funds.

(iii) In the event that (a) this Agreement is terminated (A) by RSB pursuant to Section 7.01(e)(i), and, at any time after the date of this Agreement and prior to the event giving rise to RSB's right to terminate under Section 7.01(e)(i), an acquisition proposal shall have been publicly disclosed or otherwise communicated to the Company Board, or (B) by RSB or the Company pursuant to Section 7.01(e), and at any time after the date of this Agreement and prior to the termination of this Agreement, an acquisition proposal shall have been publicly disclosed or otherwise communicated to the Company Board and (b) within eight (8) months after such termination, the Company enters into an agreement in respect of any competing transaction, which competing transaction is thereafter consummated, then the Company shall pay to RSB the Company Termination Fee (minus the amount, if any, previously paid pursuant to Section 7.03(b)(ii)) by wire transfer of immediately available funds, on the date of the consummation of the competing transaction.

(iv) The payment of the Company Termination Fee and the RSB Expenses in accordance with this Section 7.03(b) shall constitute the sole and exclusive remedy of RSB for any and all damages arising under or in connection with any breach of any representation, warranty, covenant or agreement on the part of the Company contained in this Agreement. Except as provided in this Section 7.03(b), in no event shall RSB and its Affiliates or any party acting on behalf of RSB or its Affiliates, (i) seek to obtain any recovery or judgment in connection with any breach of any representation, warranty, covenant or agreement on the part of the Company contained this Agreement or (ii) be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages, in connection with any breach of any representation, warranty, covenant or agreement on the part of the Company contained in this Agreement. The parties acknowledge that the Company Termination Fee and the RSB Expenses together constitute a reasonable estimate of the damages that will be

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suffered by reason of any action or omission giving rise to a right of payment of the Company Termination Fee and/or the RSB Expenses.

(c) **Acknowledgement.** Each of the Company and RSB acknowledges that the agreements contained in this Section 7.03 are an integral part of the transactions contemplated by this Agreement. In the event that the Company shall fail to pay the Company Termination Fee or RSB Expenses when due, the Company shall reimburse RSB for all reasonable costs and expenses actually incurred or accrued by RSB (including reasonable fees and expenses of counsel) in connection with the collection under and enforcement of this Section 7.03.

**SECTION 7.04. Amendment.** This Agreement may be amended by the parties hereto by action taken by or on behalf of their respective Boards of Directors at any time prior to the Effective Time. However, after the approval and adoption of this Agreement and the Merger by the shareholders of the Company, no amendment shall be made unless the Company shall have obtained such consents as may be required by the FBCA. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

**SECTION 7.05. Waiver.** At any time prior to the Effective Time, any party hereto may:

(a) extend the time for the performance of any obligation or other act of any other party hereto;

(b) waive any inaccuracy in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto; and

(c) waive compliance with any agreement of any other party or any condition to its own obligations contained herein.

Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

## ARTICLE VIII

### GENERAL PROVISIONS

**SECTION 8.01. Non-Survival of Representations and Warranties.** The representations and warranties in this Agreement shall terminate at the Effective Time or upon the termination of this Agreement pursuant to Section 7.01, as the case may be.

**SECTION 8.02. Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile transmissions between the hours of 9:00 A.M. and 5:00 P.M. in the recipient party's time zone, or by registered or certified mail (postage prepaid, return receipt requested) or recognized overnight courier to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

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if to RSB:

RSB Holding, Inc  
c/o AESP, Inc.  
16295 N.W. 13<sup>th</sup> Avenue, Suite A  
Miami, Florida 33169

if to the Company:

AESP, Inc.  
c/o AESP, Inc.  
16295 N.W. 13<sup>th</sup> Avenue, Suite A  
Miami, Florida 33169

with a copy to:

Akerman Senterfitt  
One Southeast Third Avenue, 28<sup>th</sup> Floor  
Miami, FL 33131  
Telephone No.: (305) 982-5604  
Facsimile No: (305) 374-5095  
Attention: Philip B. Schwartz

#### **SECTION 8.03. Certain Definitions.**

For purposes of this Agreement:

"Affiliate" of a specified Person means a Person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Business Day" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are authorized or required by Law to close in the City of Miami, Florida.

"Code" means the United States Internal Revenue Code of 1986, as amended including any successor provisions and transition rules, whether or not codified.

"Company Material Adverse Effect" means any event, circumstance, change or effect that, individually or in the aggregate with all other events, circumstances, changes and effects, is or is reasonably likely to prevent or materially impede, interfere with, hinder, or delay the consummation by the Company of the transactions contemplated by this Agreement.

"Company Required Consents" means all consents, authorizations and approvals the failure to obtain in connection with the execution and delivery by the Company of this Agreement and the consummation of the Transactions by the Company, would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

"Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or credit arrangement or otherwise.

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"Knowledge of the Company" and the "Company's Knowledge" and words of similar import means the actual knowledge (after due inquiry) of any executive officer of the Company.

"RSB Material Adverse Effect" means any event, circumstance, change or effect that, individually or in the aggregate with all other events, circumstances, changes and effects, is or is reasonably likely to prevent or materially impede, interfere with, hinder, or delay the consummation by RSB of the transactions contemplated by this Agreement.

"Person" means an individual, corporation, partnership, limited partnership, limited liability company, person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Representative" means, with respect to any Person, such the officers, directors, employees, accountants, auditors, attorneys, consultants, legal counsel, agents, investment bankers, financial advisors and other representatives of such Person and of such Person's anticipated sources of financing.

"Tax Returns" means in respect of any Tax, any return, declaration, report, election, estimate claim for refund or information return or other statement, form or disclosure filed or required to be filed with any Governmental Authority or taxing authority, including any schedule or attachment thereto, and including any amendment thereof.

"Tax" or "Taxes" shall mean (i) any and all federal, state, provincial, local, foreign and other taxes, assessments, fees, levies, duties, tariffs, customs, imposts and other governmental charges of any kind (together with any and all interest, penalties, assessments additions to tax and additional amounts imposed with respect thereto) imposed in connection therewith or by any Governmental Authority or taxing authority, including, without limitation: taxes or other charges on or with respect to income, capital gains franchise, windfall or other profits, gross receipts, real or personal property, sales, goods and services use, capital stock, branch payroll, employment, social security (or similar), workers' compensation, utility, severance, production, occupation, premium, unemployment compensation or net worth's-taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value-added or gains taxes; license, registration and documentation fees; customs duties; tariffs and similar charges, (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of Law, and (iii) any liability for the payment of amounts described in clause (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other person.

**SECTION 8.04. Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable

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manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

**SECTION 8.05. Entire Agreement; Assignment.** This Agreement, including all exhibits, annexes and schedules hereto, if any, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

**SECTION 8.06. Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**SECTION 8.07. Specific Performance.** The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at Law or equity.

**SECTION 8.08. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts executed in and to be performed in that State, without giving effect to any other choice of Law or conflict of Law provision or rule (whether of the State of Florida or otherwise). The parties hereto hereby:

(a) submit to the exclusive jurisdiction of any such state or federal court sitting in the State of Florida for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto; and

(b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

**SECTION 8.09. Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

**SECTION 8.10. Headings.** The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

**SECTION 8.11. Counterparts.** This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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**SECTION 8.12. Interpretation.** The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles and Sections are, unless otherwise indicated, references to Articles and Sections of this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. References to any statute are to that statute as amended from time to time, and to the rules and regulations promulgated thereunder, and, in each case, to any successor statute, rules or regulations thereto.

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**IN WITNESS WHEREOF**, RSB and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**RSB HOLDINGS, INC.**

By:   
Slav Stein, President

**AESP, INC.**

By:   
Slav Stein, President

**JOINDER**

We hereby guaranty the performance of **RSB HOLDINGS, INC.** under this Agreement:

  
Slav Stein

Date: April 23, 2007

  
Roman Briskin

Date: April 23, 2007

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