

J30056

Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

RIDGE TRANSPORTATION LOGISTICS, INC.

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DIVISION OF CORPORATIONS

Merger
6/2/04

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Ridge Transportation Logistics, Inc.	Florida	J36056 (If known/applicable)

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
RTL Acquisition Corp.	Florida	P04000067653
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on May 28, 2004.

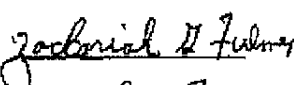
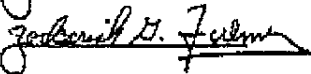
The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 28, 2004.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
Ridge Transportation Logistics, Inc.		Zachariah G. Fulmer, President
RTL Acquisition Corp.		Zachariah G. Fulmer, President

AGREEMENT AND PLAN OF MERGER

by and among

FULMER LOGISTICS CORPORATION,

FULMER BROTHERS, INC.,

FLEET GLOBAL SERVICES, INC.,

RIDGE TRANSPORTATION LOGISTICS, INC.,

FBI ACQUISITION CORP.,

FGS ACQUISITION CORP.

and

RTL ACQUISITION CORP.

Dated as of May 28, 2004

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Exhibit A--Certificate of Incorporation of Parent

List of Schedules

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4.3	Capitalization of FGS	[On file with the Secretary of Parent]
5.3	Capitalization of RTL	[On file with the Secretary of Parent]

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of May 28, 2004, by and among FULMER LOGISTICS CORPORATION, a Delaware corporation ("Parent"), FULMER BROTHERS, INC., a South Carolina corporation ("FBI"), FLEET GLOBAL SERVICES, INC., a Florida corporation ("FGS"), RIDGE TRANSPORTATION LOGISTICS, INC., a Florida corporation ("RTL"), FBI ACQUISITION CORP., a South Carolina corporation ("FBAC"), and FGS ACQUISITION CORP., a Florida corporation ("FGAC") and RTL ACQUISITION CORP., a Florida corporation ("RTAC").

WITNESSETH

WHEREAS, FBI, FGS and RTL desire to combine their respective businesses, shareholders, managements, employees and other constituencies in a merger of equals transaction upon the terms and subject to the conditions in this Agreement (the "Combination");

WHEREAS, (i) FBAC, FGAC and RTAC are newly-formed corporations organized and existing under the laws of the States of Delaware (in the case of Parent), South Carolina (in the case of FBAC) and Florida (in the case of FGAC and RTAC); and (ii) FBI, FGS and RTL are corporations organized and existing under the laws of the States of South Carolina (in the case of FBI) and Florida (in the case of FGS and RTL).

WHEREAS, all of the outstanding capital stock of each of FBAC, FGAC and RTAC is owned by Parent;

WHEREAS, the Board of Directors of each of FBI, FGS and RTL deems it advisable and in the best interests of its respective shareholders to effect the Combination by causing each of FBI, FGS and RTL to become subsidiaries of Parent pursuant to the Mergers (as defined below) as provided for in this Agreement;

WHEREAS, the parties desire to make certain representations, warranties, covenants and agreements in connection with the Combination and also to prescribe various conditions to the Combination; and

WHEREAS, for U.S. federal income tax purposes, it is intended that the FBI Merger (as defined below), the FGS Merger (as defined below), and the RTL Merger (as defined below) when taken together, will qualify as a transaction described in Section 351 of the Internal Revenue Code of 1986, as amended (the "Code").

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

ARTICLE I

The Mergers

Section 1.1 The FBI Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the South Carolina Business Corporation Act of 1988 (the "South Carolina Law"), FBAC shall merge with and into FBI (the "FBI Merger") at the Effective Time (as defined in Section 1.4). FBI shall be the surviving corporation in the FBI Merger (the "FBI Surviving Corporation") and shall thereupon become a wholly-owned subsidiary of Parent. From and after the Effective Time, the identity and separate existence of FBAC shall cease.

(b) In connection with the FBI Merger, FBI, FGS and RTL shall take such actions as may be necessary to cause Parent to reserve a sufficient number of shares of common stock, par value \$0.01 per share, of Parent (the "Parent Common Stock"), prior to the FBI Merger, to permit the issuance of shares of Parent Common Stock to the holders of common stock, par value \$1.00 per share, of FBI (the "FBI Common Stock") as of the Effective Time in accordance with the terms of this Agreement. FBI, FGS and RTL shall cause such shares of Parent Common Stock to be duly authorized, validly issued, fully paid and non-assessable.

Section 1.2 The FGS Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Florida Business Corporation Act (the "Florida Law"), FGAC shall merge with and into FGS (the "FGS Merger") at the Effective Time. FGS shall be the surviving corporation in the FGS Merger (the "FGS Surviving Corporation") and shall thereupon become a wholly-owned subsidiary of Parent. From and after the Effective Time, the identity and separate existence of FGAC shall cease.

(b) In connection with the FGS Merger, FGS, FBI and RTL shall take such actions as may be necessary to cause Parent to reserve a sufficient number of shares of Parent Common Stock, prior to the FGS Merger, to permit the issuance of shares of Parent Common Stock to the holders of common stock, par value \$.0001 per share, of FGS (the "FGS Common Stock") as of the Effective Time in accordance with the terms of this Agreement. FBI, FGS and RTL shall cause such shares of Parent Common Stock to be duly authorized, validly issued, fully paid and non-assessable.

Section 1.3 The RTL Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Florida Business Corporation Act (the "Florida Law"), RTAC shall merge with and into RTL (the "RTL Merger," and together with the FBI Merger and the FGS Merger, the "Mergers") at the Effective Time. RTL shall be the surviving corporation in the RTL Merger (the "RTL Surviving Corporation" and together with the FBI Surviving Corporation and the FGS Surviving Corporation, the "Surviving Corporations") and shall thereupon become a wholly-owned subsidiary of Parent. From and after the Effective Time, the identity and separate existence of RTAC shall cease.

(b) In connection with the RTL Merger, FGS, FBI and RTL shall take such actions as may be necessary to cause Parent to reserve a sufficient number of shares of Parent Common Stock, prior to the RTL Merger, to permit the issuance of shares of Parent Common Stock to the holders of common stock, par value \$1.00 per share, of RTL (the "RTL Common Stock") as of the Effective Time in accordance with the terms of this Agreement. FBI, FGS and RTL shall cause such shares of Parent Common Stock to be duly authorized, validly issued, fully paid and non-assessable.

Section 1.4 Effective Time. Subject to the provisions of this Agreement, as soon as practicable on or after the Closing Date: (a) with respect to the FBI Merger, the parties shall file with the Secretary of State of the State of South Carolina, a certificate of merger duly completed and executed in accordance with the relevant provisions of South Carolina Law and shall make all other filings or recordings required under South Carolina Law in order to effect the FBI Merger; and (b) with respect to the FGS Merger and the RTL Merger, each of the parties shall file with the Secretary of State of the State of Florida, a certificate of merger duly completed and executed in accordance with the relevant provisions of Florida Law and shall make all other filings required under Florida Law to effect the FGS Merger and RTL Merger. Each Merger shall become effective at the actual time of the filing of the respective certificates of merger or at such other later time as is reasonably specified in such certificates of merger (the time at which all Mergers have become fully effective being hereinafter referred to as the "Effective Time").

Section 1.5 Effects of the Mergers.

(a) Merger under South Carolina Law and Florida Law. The FBI Merger shall have the effects set forth in Section 33-11-101 of South Carolina Law and the FGS Merger and RTL Merger shall have the effects set forth in Section 607.1101 of Florida Law.

(b) Names of Surviving Corporations. The names of the FBI Surviving Corporation, the FGS Surviving Corporation and the RTL Surviving Corporation from and after the Effective Time shall be "Fulmer Brothers, Inc.," "Fleet Global Services, Inc." and "Ridge Transportation Logistics, Inc." respectively, until changed or amended in accordance with applicable law.

(c) Charter Documents. At the Effective Time (i) the Articles of Incorporation and Bylaws of FBI, as in effect immediately prior to the Effective Time (and in a form mutually agreed to by FBI, FGS and RTL),

shall be the Articles of Incorporation and Bylaws, respectively, of FBI Surviving Corporation, (ii) the Articles of Incorporation and Bylaws of FGS, as in effect immediately prior to the Effective Time (and in a form mutually agreed to by FBI, FGS and RTL), shall be the Articles of Incorporation and Bylaws, respectively, of FGS Surviving Corporation and (iii) the Articles of Incorporation and Bylaws of RTL, as in effect immediately prior to the Effective Time (and in a form mutually agreed to by FBI, FGS and RTL) shall be the Articles of Incorporation and Bylaws respectively, of RTL Surviving Corporation.

Section 1.6 Directors.

(a) FBI Surviving Corporation. The directors of FBI Surviving Corporation from and after the Effective Time shall be the directors of FBI immediately prior to the Effective Time, until successors are duly elected or appointed and qualified in accordance with South Carolina Law and the Certificate of Incorporation and Bylaws of such Surviving Corporation.

(b) FGS Surviving Corporation. The directors of FGS Surviving Corporation from and after the Effective Time shall be the directors of FGS immediately prior to the Effective Time, until successors are duly elected or appointed and qualified in accordance with Florida Law and the Certificate of Incorporation and Bylaws of such Surviving Corporation.

(c) RTL Surviving Corporation. The directors of RTL Surviving Corporation from and after the Effective Time shall be the directors of RTL immediately prior to the Effective Time, until successors are duly elected or appointed and qualified in accordance with Florida Law and the Certificate of Incorporation and Bylaws of such Surviving Corporation.

Section 1.7 Agreements Regarding Parent.

(a) Parent Charter Documents. At the Effective Time, the Certificate of Incorporation of Parent, substantially in the form of Exhibit A hereto, shall be in full force and legal effect. At the Effective Time, the Bylaws of Parent shall be in such form as FBI, FGS and RTL shall mutually agree.

(b) Board of Directors and Executive Officers.

(i) The directors and executive officers of Parent immediately prior to the Effective Time shall be as set forth below. Such persons shall, from and after the Effective Time, be the directors and executive officers of Parent, until their successors have been duly elected or appointed and qualified in accordance with the Certificate of Incorporation and Bylaws of Parent.

<u>Name</u>	<u>Position</u>
Zack G. Fulmer	Chairman of the Board; President
Mack B. Fulmer	President and Director
Arthur Q. Gutch	Interim Chief Executive Officer
Glen D. Mastey	Interim Chief Financial Officer
Alan B. Cumbee	Vice President of Regulatory Affairs, Insurance and Safety
John B. White	Vice President of Marketing—East
James F. Walter	Vice President of Marketing—West

(c) Parent Representations. As of the date of this Agreement, Parent (i) does not have and has not had any assets other than the capital stock of FBAC, FGAC and RTAC and its rights under this Agreement, (ii) does not and has not conducted any business or operations and has never incurred any liabilities or obligations other than expenses related to its incorporation and its continuing corporate existence and its obligations under this Agreement and (iii) does not have and has not had any employees. The entire authorized capital stock of Parent consists of shares of Parent Common Stock, none of which are issued or outstanding. The Parent Common Stock issued in the Mergers will be duly authorized, validly issued, fully paid and non-assessable. Parent is not a party to any option, warrant, purchase right or other contract or commitment that could require it to issue, sell, transfer or otherwise dispose of any capital stock of Parent. Parent is a corporation duly organized, validly existing and in good

standing under Delaware Law. Parent has the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by Parent and the consummation by Parent of the transactions contemplated hereby (including the issuance of Parent Common Stock in the Mergers) have been duly authorized by all necessary corporate action on the part of Parent. This Agreement has been duly executed and delivered by Parent and, assuming the due authorization, execution and delivery thereof by the other parties, constitutes a legal, valid and binding obligation of Parent, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(d) Parent Status. FBI, FGS and RTL shall cause the representations and warranties contained in subsection (c) above to be true and correct until immediately prior to the Effective Time.

ARTICLE II

Effect of Merger on Stock

Section 2.1 Effect on FBI Stock and FBAC Stock. As of the Effective Time, by virtue of the FBI Merger and without any action on the part of FBAC, FBI or the holders of any securities of FBAC or FBI:

(a) Cancellation of Treasury Stock. Each share of FBI Common Stock that is owned directly by FBI (but not including any such shares owned by employees or employee benefit or pension plans) shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Conversion of FBI Common Stock. Subject to Section 2.8, each issued and outstanding share of FBI Common Stock (other than shares to be canceled in accordance with Section 2.1(a)) shall be converted into 1,281.754 (the "FBI Merger Exchange Ratio") fully paid and nonassessable shares of Parent Common Stock (such consideration being referred to herein as the "FBI Merger Consideration"). As of the Effective Time, all such shares of FBI Common Stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of FBI Common Stock (the "FBI Certificates") shall cease to have any rights with respect thereto, except the right to receive (i) certificates (collectively, the "Parent Certificates" or individually, a "Parent Certificate") representing the number of whole shares of Parent Common Stock into which such shares have been converted, (ii) certain dividends and other distributions in accordance with Section 2.6 and (iii) cash in lieu of fractional shares of Parent Common Stock in accordance with Section 2.7, without interest.

(c) Conversion of Common Stock of FBAC. Each issued and outstanding share of common stock, par value \$.0001 per share, of FBAC shall be converted into one fully paid and nonassessable share of common stock of FBI Surviving Corporation.

Section 2.2 Effect on FGS Stock and FGAC Stock. As of the Effective Time, by virtue of the FGS Merger and without any action on the part of FGAC, FGS or the holders of any securities of FGAC or FGS:

(a) Cancellation of Treasury Stock. Each share of FGS Common Stock, that is owned directly by FGS (but not including any such shares owned by employees or employee benefit or pension plans) shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Conversion of FGS Common Stock. Subject to Section 2.8, each issued and outstanding share of FGS Common Stock (other than shares to be canceled in accordance with Section 2.2(a)) shall be converted into 4,478.25 (the "FGS Merger Exchange Ratio") fully paid and nonassessable shares of Parent Common Stock (such consideration being referred to herein as the "FGS Merger Consideration"). As of the Effective Time, all such shares of FGS Common Stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of FGS Common Stock (the "FGS Certificates") shall cease to have any rights with

respect thereto, except the right to receive (i) Parent Certificates, (ii) certain dividends and other distributions in accordance with Section 2.6, and (iii) cash in lieu of fractional shares of Parent Common Stock in accordance with Section 2.7, without interest.

(c) Conversion of Common Stock of FGAC. Each issued and outstanding share of common stock, par value \$.0001 per share, of FGAC shall be converted into one fully paid and nonassessable share of common stock of FGS Surviving Corporation.

Section 2.3 Effect on RTL Stock and RTAC Stock. As of the Effective Time, by virtue of the RTL Merger and without any action on the part of RTAC, RTL or the holders of any securities of RTAC or RTL:

(a) Cancellation of Treasury Stock. Each share of RTL Common Stock, that is owned directly by RTL (but not including any such shares owned by employees or employee benefit or pension plans) shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Conversion of RTL Common Stock. Subject to Section 2.8, each issued and outstanding share of RTL Common Stock (other than shares to be canceled in accordance with Section 2.3(a)) shall be converted into 50 (the "RTL Merger Exchange Ratio") fully paid and nonassessable shares of Parent Common Stock (such consideration being referred to herein as the "RTL Merger Consideration"). As of the Effective Time, all such shares of RTL Common Stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of RTL Common Stock (the "RTL Certificates" and together with FBI Certificates and the FGS Certificates, the "Certificates") shall cease to have any rights with respect thereto, except the right to receive (i) Parent Certificates, (ii) certain dividends and other distributions in accordance with Section 2.6, and (iii) cash in lieu of fractional shares of Parent Common Stock in accordance with Section 2.7, without interest.

(c) Conversion of Common Stock of RTAC. Each issued and outstanding share of common stock, par value \$1.00 per share, of RTAC shall be converted into one fully paid and nonassessable share of common stock of RTL Surviving Corporation.

(d) Cancellation of Parent Common Stock Owned by FBI, FGS and RTL. Any shares of Parent Common Stock owned by FBI, FGS or RTL immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor. FGS, FBI and RTL shall take all actions reasonably necessary to accomplish the cancellation and retirement of any such shares in connection with the Closing.

Section 2.4 Shares of Dissenting Stockholders. Notwithstanding anything in this Agreement to the contrary, any issued and outstanding shares of FBI Common Stock, FGS Common Stock or RTL Common Stock held by a Person (a "Dissenting Stockholder") who objects to the FBI Merger, FGS Merger or RTL Merger, as the case may be, and complies with all the provisions of South Carolina Law and Florida Law, (as applicable), concerning the right of holders of such shares to dissent from the respective Merger and require appraisal of its shares (the "Dissenting Shares") shall not be converted as described in Sections 2.1, 2.2 or 2.3, but shall be converted into the right to receive such consideration as may be determined to be due to such Dissenting Stockholder pursuant to South Carolina Law and Florida Law, (as applicable), and the terms of any stock purchase or stockholder agreement to which such Dissenting Stockholder is a party. All payments to a Dissenting Stockholder made pursuant to this Section shall be paid by the respective Surviving Corporation out of the available funds of such corporation (and not by the Parent). If, after the Effective Time, such Dissenting Stockholder withdraws his or her demand for appraisal or fails to perfect or otherwise loses his or her right of appraisal, in any case pursuant to South Carolina Law and Florida Law, (as applicable), his or her shares shall be deemed to be converted as of the Effective Time solely into the consideration described in Sections 2.1(b), 2.2(b) or 2.3(b), as applicable, without interest thereon.

Section 2.5 Surrender of Stock Certificates.

(a) Prior to the Stockholder Meetings (as defined in Section 7.1), Parent shall mail to each

record holder of FBI Common Stock, FGS Common Stock and RTL Common Stock a letter of transmittal in form reasonably acceptable to FBI, FGS and RTL (which shall contain instructions for effecting the surrender of the Certificates in exchange for Parent Certificates and/or cash in lieu of fractional shares in accordance with this Article II and shall specify that delivery of the respective Merger Consideration shall be effected, and risk of loss shall pass, only upon proper delivery of Certificates to Parent). Upon surrender for cancellation of a Certificate, together with such letter of transmittal, duly completed and executed (and such other documents as may be reasonably requested by Parent) the holder of such Certificate shall be entitled to receive in exchange therefor (i) a Parent Certificate representing the number of full shares of Parent Common Stock into which FBI Common Stock, FGS Common Stock or RTL Common Stock, as the case may be, theretofore represented by the Certificates so surrendered shall have been converted in accordance with Section 2.1(b), 2.2(b) or 2.3(b) hereof and (ii) a cash payment in lieu of fractional shares of Parent Common Stock, if any, in accordance with Section 2.7 hereof. All shares of Parent Common Stock so issued shall be deemed to have been issued at the Effective Time. Any Certificate so surrendered shall forthwith be canceled.

(b) Subject to subsection (a) above, as soon as practicable after the Effective Time, Parent shall deliver (i) Parent Certificates representing the shares of Parent Common Stock issuable pursuant to Sections 2.1(b), 2.2(b) and 2.3(b) in exchange for Certificates representing outstanding shares of FBI Common Stock, FGS Common Stock and RTL Common Stock as the case may be and (ii) cash required to make payments in lieu of any fractional shares pursuant to Section 2.7.

Section 2.6 Dividends; Transfer Taxes; Withholding. No dividends or other distributions that are declared on or after the Effective Time on Parent Common Stock, or are payable to the holders of record thereof on or after the Effective Time, will be paid to any Person entitled by reason of the Mergers to receive a Parent Certificate until such Person surrenders the related Certificate or Certificates, as provided in Section 2.5, and no cash payment in lieu of fractional of Parent Common Stock shares will be paid to any such Person pursuant to Section 2.7 until such Person shall so surrender the related Certificate or Certificates. Subject to the effect of applicable escheat, abandoned property or similar laws, there shall be paid to each record holder of a new Parent Certificate: (i) at the time of such surrender or as promptly as practicable thereafter, the amount of any dividends or other distributions theretofore paid with respect to the shares of Parent Common Stock represented by such new Parent Certificate and having a record date on or after the Effective Time and a payment date prior to such surrender; (ii) at the appropriate payment date or as promptly as practicable thereafter, the amount of any dividends or other distributions payable with respect to such shares of Parent Common Stock and having a record date on or after the Effective Time but prior to such surrender and a payment date on or subsequent to such surrender; and (iii) at the time of such surrender or as promptly as practicable thereafter, the amount of any cash payable in lieu of fractional shares as contemplated by Section 2.7. In no event shall the Person entitled to receive such dividends or other distributions be entitled to receive interest on such dividends or other distributions. If any Parent Certificate or cash or other property is to be issued or delivered in a name other than that in which the Certificate surrendered in exchange therefor is registered, it shall be a condition of such exchange that the Certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the Person requesting such exchange shall pay to Parent any transfer or other taxes required by reason of the issuance of Parent Certificates for such shares of Parent Common Stock in a name other than that of the registered holder of the Certificate surrendered, or shall establish to the satisfaction of Parent that such tax has been paid or is not applicable. Parent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as Parent is required to deduct and withhold with respect to the making of such payment under the Code or under any provision of federal, state, local or foreign tax law. To the extent that amounts are so withheld by Parent, such 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 by Parent.

Section 2.7 No Fractional Securities. No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Certificates pursuant to this Article II, and no Parent dividend or other distribution or stock split shall relate to any such fractional share, and no such fractional share shall entitle the owner thereof to vote or to any other rights of a security holder of Parent. In lieu of any such fractional share, each holder of FBI Common Stock, FGS Common Stock or RTL Common Stock who would otherwise have been entitled to a fraction of a share of Parent Common Stock upon surrender of Certificates for exchange pursuant to this Article II will be paid an amount in cash (without interest), rounded to the nearest cent, determined by multiplying the book value of FBI Common Stock, FGS Common Stock or RTL Common Stock

immediately prior to the Effective Time, as applicable, by the fractional interest to which such holder would otherwise be entitled. For purposes of paying such cash in lieu of fractional shares, all Certificates surrendered for exchange by a stockholder shall be aggregated.

Section 2.8 Adjustment of Exchange Ratio. In the event of any reclassification, stock split or stock dividend with respect to FBI Common Stock, FGS Common Stock or RTL Common Stock, any change or conversion of FBI Common Stock, FGS Common Stock or RTL Common Stock into other securities or any other dividend or distribution with respect to FBI Common Stock, FGS Common Stock or RTL Common Stock prior to the Effective Time, appropriate and proportionate adjustments, if any, shall be made to the FBI Merger Exchange Ratio, the FGS Merger Exchange Ratio or the RTL Merger Exchange Ratio, as applicable, and all references to such exchange ratio in this Agreement shall be deemed to be to the exchange ratio as so adjusted.

Section 2.9 No Further Ownership Rights. All shares of Parent Common Stock issued and/or cash paid upon the surrender for exchange of Certificates in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to the shares of FBI Common Stock, FGS Common Stock or RTL Common Stock represented by such Certificates. From and after the Effective Time, all shares converted in accordance with this Article II shall no longer be outstanding and shall automatically be canceled and shall cease to exist.

Section 2.10 Closing of Company Transfer Books. At the Effective Time, the stock transfer books of FBI, FGS and RTL shall be closed and no transfer of shares of the capital stock of such companies shall thereafter be made on the records of such companies. If, after the Effective Time, Certificates are presented to Parent or a Surviving Corporation, such certificates shall be canceled and exchanged as provided in this Article II.

Section 2.11 Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the providing of a written indemnity against any claim that may be made against them with respect to such Certificate, Parent will issue in exchange for such lost, stolen or destroyed Certificate the shares of Parent Common Stock and/or any cash in lieu of fractional shares of Parent Common Stock to which the holders thereof are entitled pursuant to Sections 2.1, 2.2 or 2.3, as applicable, and any dividends or other distributions to which the holders thereof are entitled pursuant to Section 2.6.

Section 2.12 Stockholder. Notwithstanding anything in this Article II to the contrary, no Parent Certificate shall be issued in the Mergers to a Person who has not executed and delivered to Parent a counterpart signature page to the Stockholder Agreement substantially in the form of Exhibit B hereto.

ARTICLE III

Representations and Warranties of FBI

FBI hereby represents and warrants as of the date hereof to Parent, FGS and RTL as follows:

Section 3.1 Organization and Qualification: Subsidiaries. FBI is a corporation duly organized, validly existing and in good standing under South Carolina Law, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect (as defined in Section 10.4) on FBI. FBI has the requisite power and authority and any necessary Permit to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect on FBI. FBI does not own or control, directly or indirectly, any interest in any other corporation, association or business entity.

Section 3.2 Articles of Incorporation and Bylaws. FBI has heretofore furnished, or otherwise made available, to Parent, FGS and RTL a complete and correct copy of the Articles of Incorporation and the Bylaws (or such other organizational documents), each as amended to the date hereof, of FBI. Such Articles of Incorporation

and Bylaws (or such other organizational documents) are in full force and effect. FBI is not in violation of any of the provisions of its Articles of Incorporation or its Bylaws (or such other organizational documents), except for such violations which, when taken together with all other such violations, would not reasonably be expected to have a Material Adverse Effect on FBI.

Section 3.3 Capitalization.

(a) The authorized and outstanding capital stock of FBI and all outstanding FBI Equity Rights, each as of the date hereof, are as set forth on Schedule 3.3. For purposes of this Agreement, "FBI Equity Rights" shall mean subscriptions, options, warrants, calls, commitments, agreements, conversion rights or other rights of any character (contingent or otherwise) to purchase or otherwise acquire from FBI at any time, or upon the happening of any stated event, any shares of the capital stock or other voting or non-voting securities of FBI.

(b) There are no outstanding obligations of FBI to repurchase, redeem or otherwise acquire any shares of capital stock of FBI or FBI Equity Rights.

(c) All of the issued and outstanding shares of FBI Common Stock are validly issued, fully paid and nonassessable and have been duly authorized.

(d) No bonds, debentures, notes or other indebtedness of FBI having the right to vote on any matters on which stockholders may vote are issued or outstanding.

(e) As of the Effective Time, the number of issued and outstanding shares of FBI Common Stock will be as set forth on Schedule 3.3.

Section 3.4 Authority Relative to this Agreement. FBI has the necessary corporate power and authority to enter into this Agreement and, subject to obtaining any necessary stockholder approval of the FBI Merger, this Agreement and the transactions contemplated hereby, to carry out its obligations hereunder. The execution and delivery of this Agreement by FBI and the consummation by FBI of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of FBI, subject to the approval of this Agreement and the transactions contemplated hereby by FBI's stockholders required by South Carolina Law. This Agreement has been duly executed and delivered by FBI and, assuming the due authorization, execution and delivery thereof by the other parties, constitutes a legal, valid and binding obligation of FBI, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 3.5 No Conflict; Required Filings and Consents.

(a) Except as described in subsection (b) below, the execution and delivery of this Agreement by FBI does not, and the performance of this Agreement by FBI will not, (i) violate or conflict with the Articles of Incorporation or Bylaws of FBI, (ii) conflict with or violate any law, regulation, court order, judgment or decree applicable to FBI or by which any of its property 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 or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of FBI pursuant to, or result in the loss of any material benefit or right, or result in an acceleration of any rights or amounts due resulting from a change of control or otherwise, or require the consent of any other party to any contract, instrument, Permit, license or franchise to which FBI is a party or by which FBI or any of its property is bound or affected, except, in the case of clauses (ii) and (iii) above, for matters addressed in Section 3.5(b) or conflicts, violations, breaches, defaults, rights, results or consents which, individually or in the aggregate, would not have a Material Adverse Effect on FBI.

(b) Except for applicable requirements, if any, of foreign regulatory laws and commissions, the pre-merger notification requirements of the HSR Act, filing and recordation of appropriate merger or other documents as required by South Carolina Law and any filings required pursuant to any state securities or "blue sky" laws, FBI is not required to submit any notice, report or other filing with any Governmental or Regulatory Authority

in connection with the execution, delivery or performance of this Agreement. Except as set forth in the immediately preceding sentence, no waiver, consent, approval or authorization of any Governmental or Regulatory Authority is required to be obtained by FBI in connection with its execution, delivery or performance of this Agreement, other than such as would not have a Material Adverse Effect on FBI or the Parent.

Section 3.6 Board Action: Vote Required.

(a) The Board of Directors of FBI has unanimously approved this Agreement and the FBI Merger, declared its advisability and determined that the transactions contemplated by this Agreement are in the best interests of FBI and its stockholders and has resolved to recommend to such stockholders that they vote in favor thereof.

(b) The approval of this Agreement by a majority of the votes entitled to be cast by all holders of FBI Common Stock is the only vote of the holders of any class or series of the capital stock of FBI required to approve this Agreement, the FBI Merger and the other transactions contemplated hereby.

Section 3.7 Brokers. Except for the fees and expenses of TN Capital Equities, Ltd. (the "Financial Advisor"), no broker, finder or investment banker is entitled to any brokerage, finder's, investment banking or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of FBI.

ARTICLE IV

Representations and Warranties of FGS

FGS hereby represents and warrants as of the date hereof to Parent, FBI and RTL as follows:

Section 4.1 Organization and Qualification: Subsidiaries. FGS is a corporation duly organized, validly existing and in good standing under Florida Law, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect on FGS. FGS has the requisite power and authority and any necessary Permit to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect on FGS. FGS does not own or control, directly or indirectly, any interest in any other corporation, association or business entity.

Section 4.2 Articles of Incorporation and Bylaws. FGS has heretofore furnished, or otherwise made available, to Parent, FBI and RTL a complete and correct copy of the Articles of Incorporation and the Bylaws (or other such organizational documents), each as amended to the date hereof, of FGS. Such Articles of Incorporation and Bylaws (or other such organizational documents) are in full force and effect. FGS is not in violation of any of the provisions of its Articles of Incorporation or its Bylaws (or other such organizational documents), except for such violations which, when taken together with all other such violations, would not reasonably be expected to have a Material Adverse Effect on FGS.

Section 4.3 Capitalization.

(a) The authorized and outstanding capital stock of FGS and all outstanding FGS Equity Rights, each as of the date hereof, are as set forth on Schedule 4.3. For purposes of this Agreement, "FGS Equity Rights" shall mean subscriptions, options, warrants, calls, commitments, agreements, conversion rights or other rights of any character (contingent or otherwise) to purchase or otherwise acquire from FGS at any time, or upon the happening of any stated event, any shares of the capital stock or other voting or non-voting securities of FGS.

(b) There are no outstanding obligations of FGS to repurchase, redeem or otherwise acquire

any shares of capital stock of FGS or FGS Equity Rights.

(c) All of the issued and outstanding shares of FGS Common Stock are validly issued, fully paid and nonassessable and have been duly authorized.

(d) No bonds, debentures, notes or other indebtedness of FGS having the right to vote on any matters on which stockholders may vote are issued or outstanding.

(e) As of the Effective Time, the number of issued and outstanding shares of FGS Common Stock will be as set forth on Schedule 4.3.

Section 4.4 Authority Relative to this Agreement. FGS has the necessary corporate power and authority to enter into this Agreement and, subject to obtaining any necessary stockholder approval of the FGS Merger, this Agreement and the transactions contemplated hereby, to carry out its obligations hereunder. The execution and delivery of this Agreement by FGS and the consummation by FGS of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of FGS, subject to the approval of this Agreement and the transactions contemplated hereby by FGS' stockholders required by Florida Law. This Agreement has been duly executed and delivered by FGS and, assuming the due authorization, execution and delivery thereof by the other parties, constitutes a legal, valid and binding obligation of FGS, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 4.5 No Conflict; Required Filings and Consents

(a) Except as described in subsection (b) below, the execution and delivery of this Agreement by FGS does not, and the performance of this Agreement by FGS will not, (i) violate or conflict with the Articles of Incorporation or Bylaws of FGS, (ii) conflict with or violate any law, regulation, court order, judgment or decree applicable to FGS or by which its property 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 or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of FGS pursuant to, or result in the loss of any benefit or right, or result in an acceleration of any rights or amounts due resulting from a change of control or otherwise, or require the consent of any other party to, any contract, instrument, Permit, license or franchise to which FGS is a party or by which FGS or any of its property is bound or affected, except, in the case of clauses (i) and (ii) above, for matters addressed in Section 4.5(b) or conflicts, violations, breaches, defaults, rights, results or consents which, individually or in the aggregate, would not have a Material Adverse Effect on FGS.

(b) Except for applicable requirements, if any, of foreign regulatory laws and commissions, the pre-merger notification requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), filing and recordation of appropriate merger or other documents as required by Florida Law and any filings required pursuant to any state securities or "blue sky" laws, FGS is not required to submit any notice, report or other filing with any domestic or foreign, national, federal, state, county, city, local or other administrative, legislative, regulatory or other governmental authority, commission, agency, court of competent jurisdiction or other judicial entity, tribunal, arbitrator, office, principality, registry, legislative or regulatory body, instrumentality, or non-governmental, quasi-governmental, or private agency, commission or authority or any arbitral tribunal exercising any regulatory or taxing authority (a "Governmental or Regulatory Authority") in connection with the execution, delivery or performance of this Agreement. Except as set forth in the immediately preceding sentence, no waiver, consent, approval or authorization of any Governmental or Regulatory Authority is required to be obtained by FGS in connection with its execution, delivery or performance of this Agreement, other than such as would not have a Material Adverse Effect on FGS or the Parent.

Section 4.6 Board Action; Vote Required.

(a) The Board of Directors of FGS has unanimously approved this Agreement and the FGS Merger, declared its advisability and determined that the transactions contemplated by this Agreement are in the best

interests of FGS and its stockholders and has resolved to recommend to such stockholders that they vote in favor thereof.

(b) The approval of this Agreement by a majority of the votes entitled to be cast by all holders of FGS Common Stock is the only vote of the holders of any class or series of the capital stock of FGS required to approve this Agreement, the FGS Merger and the other transactions contemplated hereby.

Section 4.7 Brokers. Except for the fees and expenses of the "Financial Advisor, no broker, finder or investment banker is entitled to any brokerage, finder's, investment banking or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of FGS.

ARTICLE V

Representations and Warranties of RTL

RTL hereby represents and warrants as of the date hereof to Parent, FBI and FGS as follows:

Section 5.1 Organization and Qualification; Subsidiaries. RTL is a corporation duly organized, validly existing and in good standing under Florida Law, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect on RTL. RTL has the requisite power and authority and any necessary Permit to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failure which, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect on RTL. RTL does not own or control, directly or indirectly, any interest in any other corporation, association or business entity.

Section 5.2 Articles of Incorporation and Bylaws. RTL has heretofore furnished, or otherwise made available, to Parent, FBI and FGS a complete and correct copy of the Articles of Incorporation and the Bylaws (or other such organizational documents), each as amended to the date hereof, of RTL. Such Articles of Incorporation and Bylaws (or other such organizational documents) are in full force and effect. RTL is not in violation of any of the provisions of its Articles of Incorporation or its Bylaws (or other such organizational documents), except for such violations which, when taken together with all other such violations, would not reasonably be expected to have a Material Adverse Effect on RTL.

Section 5.3 Capitalization

(a) The authorized and outstanding capital stock of RTL and all outstanding RTL Equity Rights, each as of the date hereof, are as set forth on Schedule 5.3. For purposes of this Agreement, "RTL Equity Rights" shall mean subscriptions, options, warrants, calls, commitments, agreements, conversion rights or other rights of any character (contingent or otherwise) to purchase or otherwise acquire from RTL at any time, or upon the happening of any stated event, any shares of the capital stock or other voting or non-voting securities of RTL.

(b) There are no outstanding obligations of RTL to repurchase, redeem or otherwise acquire any shares of capital stock of RTL or RTL Equity Rights.

(c) All of the issued and outstanding shares of RTL Common Stock are validly issued, fully paid and nonassessable and have been duly authorized.

(d) No bonds, debentures, notes or other indebtedness of RTL having the right to vote on any matters on which stockholders may vote are issued or outstanding.

(e) As of the Effective Time, the number of issued and outstanding shares of RTL Common

Stock will be as set forth on Schedule 5.3.

Section 5.4 **Authority Relative to this Agreement.** RTL has the necessary corporate power and authority to enter into this Agreement and, subject to obtaining any necessary stockholder approval of the RTL Merger, this Agreement and the transactions contemplated hereby, to carry out its obligations hereunder. The execution and delivery of this Agreement by RTL and the consummation by RTL of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of RTL, subject to the approval of this Agreement and the transactions contemplated hereby by RTL's stockholders required by Florida Law. This Agreement has been duly executed and delivered by RTL and, assuming the due authorization, execution and delivery thereof by the other parties, constitutes a legal, valid and binding obligation of RTL, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 5.5 **No Conflict Required Filings and Consents**

(a) Except as as described in subsection (b) below, the execution and delivery of this Agreement by RTL does not, and the performance of this Agreement by RTL will not, (i) violate or conflict with the Articles of Incorporation or Bylaws of RTL, (ii) conflict with or violate any law, regulation, court order, judgment or decree applicable to RTL or by which its property 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 or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of RTL pursuant to, or result in the loss of any benefit or right, or result in an acceleration of any rights or amounts due resulting from a change of control or otherwise, or require the consent of any other party to, any contract, instrument, Permit, license or franchise to which RTL is a party or by which RTL or any of its property is bound or affected, except, in the case of clauses (ii) and (iii) above, for matters addressed in Section 5.5(b) or conflicts, violations, breaches, defaults, rights, results or consents which, individually or in the aggregate, would not have a Material Adverse Effect on RTL.

(b) Except for applicable requirements, if any, of foreign regulatory laws and commissions, the pre-merger notification requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), filing and recordation of appropriate merger or other documents as required by Florida Law and any filings required pursuant to any state securities or "blue sky" laws, RTL is not required to submit any notice, report or other filing with any domestic or foreign, national, federal, state, county, city, local or other administrative, legislative, regulatory or other governmental authority, commission, agency, court of competent jurisdiction or other judicial entity, tribunal, arbitrator, office, principality, registry, legislative or regulatory body, instrumentality, or non-governmental, quasi-governmental, or private agency, commission or authority or any arbitral tribunal exercising any regulatory or taxing authority (a "Governmental or Regulatory Authority") in connection with the execution, delivery or performance of this Agreement. Except as set forth in the immediately preceding sentence, no waiver, consent, approval or authorization of any Governmental or Regulatory Authority is required to be obtained by RTL in connection with its execution, delivery or performance of this Agreement, other than such as would not have a Material Adverse Effect on RTL or the Parent.

Section 5.6 **Board Action: Vote Required.**

(a) The Board of Directors of RTL has unanimously approved this Agreement and the RTL Merger, declared its advisability and determined that the transactions contemplated by this Agreement are in the best interests of RTL and its stockholders and has resolved to recommend to such stockholders that they vote in favor thereof.

(b) The approval of this Agreement by a majority of the votes entitled to be cast by all holders of RTL Common Stock is the only vote of the holders of any class or series of the capital stock of RTL required to approve this Agreement, the RTL Merger and the other transactions contemplated hereby.

Section 5.7 **Brokers.** Except for the fees and expenses of the Financial Advisor, no broker, finder or investment banker is entitled to any brokerage, finder's, investment banking or other fee or commission in

connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of RTL.

ARTICLE VI

Conduct of Independent Businesses Pending the Merger

Section 6.1 Conduct of Business in the Ordinary Course. Each of FBI, FGS and RTL covenants and agrees that, between the date hereof and the Effective Time, and except as hereafter agreed in writing by all of the parties hereto or as otherwise expressly contemplated hereby, the business of such party shall be conducted only in, and such entities shall not take any action except in, the ordinary course of business and in a manner consistent with past practice and all Legal Requirements and Permits; and each of FBI, FGS and RTL will use their commercially reasonable efforts to preserve substantially intact their business organizations, to keep available the services of those of their present officers, employees and consultants who are integral to the operation of their businesses as presently conducted and to preserve their present relationships with significant clients and suppliers and with other Persons with whom they have significant business relations. By way of amplification and not limitation, and except as hereafter agreed in writing by all of the parties hereto or as otherwise expressly contemplated by this Agreement, each of FBI, FGS and RTL agrees that they will not, between the date hereof and the Effective Time, directly or indirectly, do any of the following:

- (a) (i) issue, sell, pledge, dispose of, encumber, authorize, or propose the issuance, sale, pledge, disposition, encumbrance or authorization of any shares of capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock of, or any other ownership interest in, such party;
- (ii) amend or propose to amend the Articles of Incorporation or Bylaws (or other comparable organizational document) of such party, or adopt, amend or propose to amend any stockholder rights plan or related rights agreement;
- (iii) split, combine or reclassify any outstanding shares of capital stock of FBI, FGS or RTL, or declare, set aside or pay any dividend or distribution payable in cash, stock, property or otherwise with respect to shares of FBI Common Stock, FGS Common Stock or RTL Common Stock; or
- (iv) redeem, purchase or otherwise acquire or offer to redeem, purchase or otherwise acquire any shares of its capital stock; or
- (v) authorize or propose or enter into any contract, agreement, commitment or arrangement with respect to any of the matters prohibited by this Section 6.1(a); or
- (b) (i) acquire (by merger, consolidation, or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof or make or increase any investment in another entity (other than an entity which is a wholly-owned Subsidiary of such party as of the date hereof and other than incorporation of a wholly-owned Subsidiary) or joint ventures;
- (ii) except in the ordinary course of business and in a manner consistent with past practice sell, pledge, dispose of, or encumber or authorize or propose the sale, pledge, disposition or encumbrance of any assets of such party;
- (iii) except in the ordinary course of business and in a manner consistent with past practice, authorize or make capital expenditures not set forth in the most recent budgets presented to the other party prior to the date hereof;
- (iv) enter into any other agreement, contract or commitment except in the ordinary course of business of operating the existing businesses of FBI, FGS, or RTL, as the case may be; or

(v) authorize or enter into any contract, agreement, commitment or arrangement with respect to any of the matters prohibited by this Section 6.1(b);

(c) incur or assume indebtedness or assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person;

(d) take any action with respect to (i) the grant of any severance or termination pay, or stay, bonus, or other incentive arrangements (otherwise than pursuant to Benefit Plans and policies of such party in effect on the date hereof or in the ordinary course of such party's business), (ii) the payment (except in the ordinary course of business and in amounts and in a manner consistent with past practice or as otherwise required by Legal Requirements or the provisions of any FBI Benefit Plan, FGS Benefit Plan or RTL Benefit Plan, as the case may be) under any FBI Benefit Plan, FGS Benefit Plan or RTL Benefit Plan, as the case may be, to any director or officer of, or independent contractor or consultant to, such party, (iii) adopt or otherwise materially amend (except for amendments required or made advisable by Legal Requirements) any FBI Benefit Plan, FGS Benefit Plan or RTL Benefit Plan, as the case may be, or (iv) grant or establish any new awards under any such existing FBI Benefit Plan, FGS Benefit Plan or RTL Benefit Plan or (except in the ordinary course of business and in amounts and in a manner consistent with past practice);

(e) file any material amended Tax Returns, settle any material Tax audits or other proceedings, other than a settlement of currently pending proceedings or subsequent related proceedings for an immaterial amount, or change in any material respect (i) its method of tax accounting or tax practice or (ii) its accounting policies, methods or procedures, except as required by GAAP;

(f) take any action that would prevent or impede the Mergers, taken together, from qualifying for U.S. federal income tax purposes as a transaction having the effects described under Sections 351 and 368 of the Code;

(g) (i) issue SARs, new performance shares, restricted stock, or similar equity based rights;

(ii) materially modify any actuarial cost method, assumption or practice used in determining benefit obligations, annual expense and funding for any Benefit Plan, except to the extent required by GAAP;

(iii) materially modify the investment philosophy of the Benefit Plan trusts or maintain an asset allocation which is not consistent with such philosophy, subject to any ERISA fiduciary obligation;

(iv) subject to any ERISA fiduciary obligation, enter into any outsourcing agreement, or any other material contract relating to the Benefit Plans or management of the Benefit Plan trusts; or

(h) authorize or enter into any contract, agreement, commitment or arrangement with respect to any of the matters prohibited by this Section 6.1.

Section 6.2 Control of Operations. FBI shall not have, directly or indirectly, the right to control or direct FGS' nor RTL's business, operations or affairs prior to the Effective Time. FGS shall not have, directly or indirectly, the right to control or direct FBI's nor RTL's business, operations or affairs prior to the Effective Time. RTL shall not have, directly or indirectly, the right to control or direct FBI's nor FGS's business, operations or affairs prior to the Effective Time. Prior to the Effective Time, each of FBI, FGS and RTL shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over their respective business, operations and affairs.

ARTICLE VII

Additional Agreements

Section 7.1 Stockholder Meetings. As promptly as practicable after the execution of this Agreement, each of FBI, FGS and RTL shall duly give notice of, convene and hold a meeting of its respective stockholders (the "Stockholders Meetings") in accordance with South Carolina Law and Florida Law (as the case may be) for the purposes of obtaining the approval of their respective stockholders required to approve this Agreement and the other transactions contemplated hereby or, in the alternative, obtain the unanimous written consent of their respective stockholders (the "Stockholder Approvals"). Each of FBI, FGS and RTL shall use their commercially reasonable efforts to obtain the Stockholder Approval from their respective stockholders. The board of directors of each of FBI, FGS and RTL shall unanimously recommend to their respective stockholders the adoption of this Agreement and declare the approval of this Agreement advisable. Notwithstanding the previous sentence, the board of directors of each of FBI, FGS and RTL may withdraw or modify its recommendation that its stockholders approve this Agreement and its finding that such approval is advisable if such board of directors, after having consulted with outside counsel, determines that the refusal to do so would constitute a breach by such board of directors of their fiduciary duties under applicable laws; provided, further, that the respective board of directors shall continue to take all action necessary to seek their respective Stockholder Approvals and shall submit for (or shall not withdraw from) the consideration of such stockholders the adoption of this Agreement (even if such board of directors is permitted to withdraw or modify its approval with respect to this Agreement).

Section 7.2 Closing; Regulatory Approvals.

(a) Upon the terms and subject to the conditions hereof and as soon as practicable after the conditions set forth in Article VII hereof have been fulfilled or waived, each of the parties shall execute in the manner required by South Carolina Law and Florida Law and deliver to and file with the Secretary of State of the South Carolina and Florida, such certificates, instruments and agreements as may be required by South Carolina Law or Florida Law, and the parties shall take all such other and further actions as may be required by law, to make the Mergers effective. Prior to the filings referred to in this Section 7.2(a), a closing (the "Closing") will be held at the offices of Pryor Cashman Sherman & Flynn, LLP in New York (or such other place as the parties may agree) for the purpose of confirming all the foregoing. The Closing will take place upon the later to occur of May 27, 2004 and two business days after the fulfillment or waiver of all of the conditions to closing set forth in Article VII of this Agreement, unless otherwise agreed to by the parties (the date of the Closing being herein referred to as the "Closing Date").

(b) Each of FBI, FGS and RTL shall use all commercially reasonable efforts to take or cause to be taken and do or cause to be done prior to the Effective Time all things necessary, proper or advisable to ensure compliance with all Legal Requirements and Permits, and to obtain in a timely manner all necessary Permits or waivers from, approvals or consents of, or declarations, registrations or filings with, and all expirations of waiting periods imposed by, any Governmental or Regulatory Authority, including without limitation compliance with the HSR Act, which are necessary for the consummation of the transactions contemplated hereby (the "Required Regulatory Approvals").

(c) In connection with and without limiting the foregoing, FBI, FGS and RTL shall (i) take all action necessary to ensure that no state takeover statute or similar statute or regulation is or becomes applicable to the Mergers, this Agreement or any of the other transactions contemplated hereby and (ii) if any state takeover statute or similar statute or regulation becomes applicable to the Mergers, this Agreement or any of the other transactions contemplated hereby, take all action necessary to ensure that the Mergers and the other transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on the Mergers and the other transactions contemplated by this Agreement.

Section 7.3 Access to Information. From the date hereof to the Effective Time, each of FBI, FGS and RTL shall, and shall cause its respective officers, directors, employees, auditors, counsel and agents to afford the officers, employees, auditors, counsel and agents of the other party reasonable access during regular business hours to such party's and to all of their respective books and records, and shall furnish the other with all financial, operating and other data and information as such other party may reasonably request.

Section 7.4 Public Announcements. FBI, FGS and RTL shall develop a joint communications plan and each party shall use all commercially reasonable efforts to ensure that all press releases and other public statements with respect to the transactions contemplated hereby shall be consistent with such joint communications plan or, to the extent inconsistent therewith, shall have received the prior written approval of the other party.

Section 7.5 Cooperation. Upon the terms and subject to the conditions hereof, each of the parties agrees to cooperate with each other (i) to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement and (ii) to obtain all necessary waivers, consents and approvals from any Governmental or Regulatory Authority or other Person, including Required Regulatory Approvals. Nothing in this Agreement shall require FBI, FGS or RTL to enter into any sale or divestiture of assets related to obtaining antitrust approval. The parties shall (i) cooperate in responding to inquiries from, and making presentations to, Governmental or Regulatory Authorities; (ii) promptly inform the other party of any material oral or written communication received by such party from, or given by such party to any Governmental or Regulatory Authority and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby; and (iii) consult with each other in advance of any meeting or conference with, or of making any filing or other written submission to, any such Governmental or Regulatory Authority or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by the applicable Governmental or Regulatory Authority or other Person, give the other party the opportunity to attend and participate in such meetings and conferences, or to review and approve any such filing or other written submission, in each case regarding the Mergers.

Section 7.6 Indemnification, Directors' and Officers' Insurance. For a period of five (5) years after the Effective Time, (a) the Surviving Corporations shall maintain in effect the provisions regarding indemnification of officers and directors in the articles of incorporation and bylaws of FBI, FGS and RTL, if any, which are no less advantageous to such officers and directors and any director, officer or employee indemnification agreements of FBI, FGS and RTL, (b) the Surviving Corporations shall maintain in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by FBI, FGS and RTL, as the case may be (provided that Parent may substitute therefor policies of at least the same coverage and amounts containing terms and conditions which are, in the aggregate, no less advantageous to the insured in any material respect) with respect to claims arising from facts or events which occurred on or before the Effective Time, and (c) the Surviving Corporations shall indemnify the directors and officers of FBI, FGS or RTL, as the case may be, to the fullest extent to which they are permitted to indemnify such officers and directors under their respective charters and bylaws and applicable law.

Section 7.7 Employee Benefit Plans. Unless and until otherwise determined by the Parent's Board of Directors, FBI, FGS and RTL agree that the Surviving Corporations shall maintain the FBI Benefit Plans, FGS Benefit Plans and RTL Benefit Plans as separate plans after the Effective Time with respect to employees covered by such plans immediately prior to the Effective Time.

Section 7.8 Blue Sky. FBI, FGS and RTL will use their commercially reasonable efforts to obtain prior to the Effective Time any necessary foreign and state securities or "blue sky" and other such Permits and approvals required to permit the distribution of the shares of Parent Common Stock to be issued in accordance with the provisions of this Agreement.

Section 7.9 Tax-Free Reorganization: Other Matters. Each of the parties will use its commercially reasonable efforts, and each agrees to cooperate with the other parties and provide one another with such documentation, information and materials, as may be reasonably necessary, proper or advisable, to cause the Mergers to qualify for U.S. federal income tax purposes as being a transaction described in Sections 351 and 368 of the Code. Parent and the Surviving Corporations shall use all commercially reasonable efforts to oppose and defend against any challenge to the tax treatment of the redemptions or the Mergers by the Internal Revenue Service or any other applicable taxing authority.

Section 7.10 Notice of Developments. Each of FBI, FGS and RTL will give prompt written notice to the other of any development causing a breach of any of its representations and warranties in this Agreement. No disclosure pursuant to this Section, however, shall be deemed to amend or supplement any schedule or disclosure schedule or to prevent or cure any misrepresentation, breach of warranty or breach of covenant.

Section 7.11 Further Assurances. At and after the Effective Time, the officers and directors of each of the Surviving Corporations will be authorized to execute and deliver, in the name and on behalf of FBI or FBAC or FGS or FGAC or RTL or RTAC, as the case may be, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf such entity, any other actions and things to vest, perfect or confirm of record or otherwise in the respective Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of such entity acquired or to be acquired by the respective Surviving Corporation as a result of, or in connection with, the respective Merger.

ARTICLE VIII

Conditions to the Mergers

Section 8.1 Conditions to Obligations of Each Party to Effect the Mergers. The respective obligations of each party to effect their respective Mergers shall be subject to the following conditions:

(a) Stockholder Approval. The FBI Merger, this Agreement and the transactions contemplated hereby shall have been approved and adopted by the requisite vote of the stockholders of FBI in accordance with South Carolina Law and the organizational documents of FBI. The FGS Merger, this Agreement and the transactions contemplated hereby shall have been approved and adopted by the requisite vote of the stockholders of FGS in accordance with Florida Law and the organizational documents of FGS. The RTL Merger, this Agreement and the transactions contemplated hereby shall have been approved and adopted by the requisite vote of the stockholders of RTL in accordance with Florida Law and the organizational documents of RTL.

(b) Legality. No federal, state or foreign statute, rule, regulation, executive order, decree or injunction shall have been enacted, entered, promulgated or enforced by any Governmental or Regulatory Authority which is in effect and has the effect of (i) making either Merger illegal in the United States or otherwise prohibiting the consummation of either Merger in the United States, or (ii) creating a Material Adverse Effect on either Surviving Corporation or Parent; provided that the closing condition as to the receipt of Required Regulatory Approvals shall be governed by Section 8.1(c) below.

(c) Regulatory Matters. All Required Regulatory Approvals shall be in full force and effect, except those (i) as to which appropriate interim or transitional arrangements have been made or (ii) which are not material to either Surviving Corporation or Parent.

Section 8.2 Additional Conditions to Obligations of FBI. The obligations of FBI to effect the FBI Merger are also subject to the fulfillment of the following conditions:

(a) Representations and Warranties of FGS and RTL. The representations and warranties of FGS and RTL set forth in this Agreement shall be true and correct (without giving effect to any qualifications as to Material Adverse Effect, materiality or similar qualifications) at and as of the Effective Time as if made at and as of the Effective Time, taking into account the effects of actions contemplated herein or permitted hereunder, except for such failures to be true and correct which in the aggregate would not reasonably be expected to result in a Material Adverse Effect on FGS or RTL, or a material adverse effect on the consummation of the transactions contemplated hereby.

(b) Representation and Warranties of Parent. The representations and warranties regarding Parent set forth in Section 1.7(c) of this Agreement shall be true and correct at and as of the Effective Time as if made at and as of the Effective Time, except as a result of actions which Parent is permitted or required to take under the terms of this Agreement.

(c) FGS and RTL Outstanding Shares. The representations of FGS and RTL contained in Sections 4.3(e) and 5.3(e), respectively shall be true and correct in all respects at and as of the Effective Time.

(d) Agreements and Covenants. FGS and RTL shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with

by it on or before the Effective Time.

(c) Consents Under FGS Agreements and RTL Agreements. FGS and RTL shall have obtained the consent or approval of any Person whose consent or approval shall be required under any agreement or instrument in order to permit the consummation of the transactions contemplated hereby, except those which the failure to obtain would not, individually or in the aggregate, have a Material Adverse Effect on either Surviving Corporation or Parent.

Section 8.3 Additional Conditions to Obligations of FGS. The obligations of FGS to effect the FGS Merger are also subject to the fulfillment of the following conditions:

(a) Representations and Warranties of FBI and RTL. The representations and warranties of FBI and RTL set forth in this Agreement shall be true and correct (without giving effect to any qualifications as to Material Adverse Effect, materiality or similar qualifications) at and as of the Effective Time as if made at and as of the Effective Time, taking into account the effects of actions contemplated herein or permitted hereunder, except for such failures to be true and correct which in the aggregate would not reasonably be expected to result in a Material Adverse Effect on FBI or RTL, or a material adverse effect on the consummation of the transactions contemplated hereby.

(b) Representations and Warranties of Parent. The representations and warranties regarding Parent set forth in Section 1.7(c) of this Agreement shall be true and correct at and as of the Effective Time as if made at and as of the Effective Time, except as a result of actions which Parent is permitted or required to take under the terms of this Agreement.

(c) FBI and RTL Outstanding Shares. The representation of FBI and RTL contained in Sections 3.3(c) and 5.3(e), respectively shall be true and correct at and as of the Effective Time.

(d) Agreements and Covenants. FBI and RTL shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or before the Effective Time.

(e) Consents Under FBI Agreements and RTL Agreements. FBI and RTL shall have obtained the consent or approval of any Person whose consent or approval shall be required under any agreement or instrument in order to permit the consummation of the transactions contemplated hereby, except those which the failure to obtain would not, individually or in the aggregate, have a Material Adverse Effect on either Surviving Corporation or Parent.

Section 8.4 Additional Conditions to Obligations of RTL. The obligations of RTL to effect the RTL Merger are also subject to the fulfillment of the following conditions:

(a) Representations and Warranties of FBI and FGS. The representations and warranties of FBI and FGS set forth in this Agreement shall be true and correct (without giving effect to any qualifications as to Material Adverse Effect, materiality or similar qualifications) at and as of the Effective Time as if made at and as of the Effective Time, taking into account the effects of actions contemplated herein or permitted hereunder, except for such failures to be true and correct which in the aggregate would not reasonably be expected to result in a Material Adverse Effect on FBI or FGS, or a material adverse effect on the consummation of the transactions contemplated hereby.

(b) Representation and Warranties of Parent. The representations and warranties regarding Parent set forth in Section 1.7 (c) of this Agreement shall be true and correct at and as of the Effective Time as if made at and as of the Effective Time, except as a result of actions which Parent is permitted or required to take under the terms of this Agreement.

(c) FBI and FGS Outstanding Shares. The representations of FBI and FGS contained in Sections 3.3(e) and 4.3(e), respectively shall be true and correct in all respects at and as of the Effective Time.

(d) Agreements and Covenants. FBI and FGS shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or before the Effective Time.

(e) Consents Under FBI Agreements and FGS Agreements. FBI and FGS shall have obtained the consent or approval of any Person whose consent or approval shall be required under any agreement or instrument in order to permit the consummation of the transactions contemplated hereby, except those which the failure to obtain would not, individually or in the aggregate, have a Material Adverse Effect on either Surviving Corporation or Parent.

ARTICLE IX

Termination, Amendment and Waiver

Section 9.1 Termination. This Agreement may be terminated at any time before the Effective Time, in each case as authorized by the respective Board of Directors of FBI, FGS or RTL:

(a) By mutual written consent of each of FBI, FGS and RTL;

(b) By either FBI, FGS or RTL if the Mergers shall not have been consummated on or before June 30, 2004 (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur on or before the Termination Date;

(c) By either FBI, FGS or RTL if any Governmental or Regulatory Authority shall have issued an order, decree or ruling or taken any other action (which order, decree or ruling the parties shall use their commercially reasonable efforts to lift), in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable;

(d) (i) By FBI, if FGS or RTL shall have breached any of its representations or warranties or breached or failed to perform any of its covenants or other agreements contained in this Agreement, which breach or failure to perform (a) is incapable of being cured by FGS or RTL prior to the Termination Date, and (b) renders any condition under Sections 8.1 or 8.2 incapable of being satisfied prior to the Termination Date; or

(ii) By FGS, if FBI or RTL shall have breached any of its representations or warranties or breached or failed to perform any of its covenants or other agreements contained in this Agreement, which breach or failure to perform (a) is incapable of being cured by FBI or RTL prior to the Termination Date, and (b) renders any condition under Sections 8.1 or 8.3 incapable of being satisfied prior to the Termination Date; or

(iii) By RTL, if FBI or FGS shall have breached any of its representations or warranties or breached or failed to perform any of its covenants or other agreements contained in this Agreement, which breach or failure to perform (a) is incapable of being cured by FBI or FGS prior to the Termination Date, and (b) renders any condition under Sections 8.1 or 8.4 incapable of being satisfied prior to the Termination Date;

(e) (i) By FBI, if the board of directors of FBI acting in good faith is not satisfied with its business, financial, operational, legal and other due diligence regarding FGS or RTL, including without limitation contingent liabilities relating to tax matters; or

(ii) By FGS, if the board of directors of FGS acting in good faith is not satisfied with its business, financial, operational, legal and other due diligence regarding FBI or RTL, including without limitation contingent liabilities relating to tax matters; or

(iii) By RTL, if the board of directors of RTL acting in good faith is not satisfied

with its business, financial, operational, legal and other due diligence regarding FBI or FGS, including without limitation contingent liabilities relating to tax matters;

(f) By either FBI, FGS or RTL if either Stockholder Approval shall fail to have been obtained prior to the Termination Date.

Section 9.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 9.1 hereof, this Agreement shall forthwith become void and there shall be no liability on the part of any of the parties, except as set forth in Sections 3.7, 4.7, 5.7 and 10.7 hereof.

Section 9.3 Amendment. This Agreement may be amended by the parties pursuant to a writing executed and delivered by all of the parties at any time before the Effective Time; provided, however, that, after Stockholder Approval of this Agreement has been obtained by either FBI, FGS or RTL, no amendment may be made which would (a) alter or change the amount or kind of consideration to be received by the holders of FBI Common Stock, FGS Common Stock or RTL Common Stock upon consummation of the Mergers or (b) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of securities of FBI, FGS or RTL. This Agreement may not be amended except by an instrument in writing signed by the parties.

Section 9.4 Waiver. At any time before the Effective Time, any party may, as to itself only, (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party to any such extension or waiver shall be valid only as against such party and only if set forth in an instrument in writing signed by such party.

ARTICLE X

General Provisions

Section 10.1 Non-Survival of Representations and Warranties. The representations and warranties in this Agreement shall terminate at the Effective Time.

Section 10.2 "Knowledge" Defined. Where any representation and warranty contained in this Agreement is expressly specified by reference to the knowledge of any party, such term shall be limited to the actual knowledge of the senior executive officers of such party and unless otherwise stated, such knowledge that would have been discovered by such executive officers after reasonable inquiry.

Section 10.3 "Person" Defined. "Person" shall mean and include an individual, a company, a joint venture, a corporation (including any non-profit corporation), an estate, an association, a trust, a general or limited partnership, a limited liability company, a limited liability partnership, an unincorporated organization and a government or other department or agency thereof.

Section 10.4 "Material Adverse Effect" Defined. "Material Adverse Effect" shall mean any change in or effect on the referenced Person that is or will be materially adverse to the business, operations, results of operations or financial condition of such referenced corporation taken as a whole, but shall not include the effects of changes that are generally applicable in (i) the transportation logistics industry, (ii) the United States economy, or (iii) the United States securities markets.

Section 10.5 "Permits" Defined. "Permits" shall mean any permits, franchises, licenses, privileges, immunities, approvals, certificates, orders, authorizations or consents that are granted by any Governmental or Regulatory Authority.

Section 10.6 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date of receipt and shall be delivered personally or mailed by registered or certified mail (postage prepaid, return receipt requested), sent by overnight

courier or sent by telecopy, to the parties at the following addresses or telecopy numbers (or at such other address or telecopy number for a party as shall be specified by like notice):

- (a) if to FBI, FBAC, RTL or RTAC, to:

Fulmer Brothers, Inc.
1895 90th Avenue
Vero Beach, Florida 32966
Attention: Zack G. Fulmer
Facsimile: (772) 569-0758

with copies to:

Pryor Cashman Sherman & Flynn LLP
410 Park Avenue
New York, NY 10022
Attention: Eric M. Hellige
Facsimile: (212) 326-0806

- (b) if to FGS or to FGAC, to:

Fleet Global Systems, Inc.
119 Gatlin Avenue
Orlando, Florida 32806
Attention: Mack Fulmer
Facsimile: (407) 240-1715

with a copy to:

Pryor Cashman Sherman & Flynn LLP
410 Park Avenue
New York, NY 10022
Attention: Eric M. Hellige
Facsimile: (212) 326-0806

- (c) if to Parent, to each of the addressees set forth in (a) and (b) above.

Section 10.7 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, and other Required Regulatory Approval, shall be shared equally by FGS, on the one hand, and FBI and RTL, on the other hand.

Section 10.8 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.9 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, then 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 contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

Section 10.10 Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire agreement and, except as expressly set forth herein, supersedes any and all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and, except for

Section 7.6 (Indemnification, Directors' and Officers' Insurance), is not intended to confer upon any Person other than FBI, FGS, and RTL and, after the Effective Time, their respective stockholders, any rights or remedies hereunder.

Section 10.11 Assignment. No party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

Section 10.12 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that State, without regard to the conflicts of laws provisions thereof.

Section 10.13 Submission to Jurisdiction; Waivers. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by the other party hereto or its successors or assigns may be brought and determined in the courts of the State of Florida, County of Orange, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the nonexclusive jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 10.13, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by the applicable law, that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 10.14 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The word "including" shall mean including without limitation. The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warrant or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

Section 10.15 Incorporation of Schedules and Exhibits. The exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 10.16 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Parent, FBI, FGS, RTL, FBAC, FGAC and RTAC have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

FULMER LOGISTICS CORPORATION

By: _____
Name: Zackariah G. Fulmer
Title: President

FULMER BROTHERS, INC.

By: _____
Name: Zackariah G. Fulmer
Title: President

FLEET GLOBAL SERVICES, INC.

By: _____
Name: Mackariah B. Fulmer
Title: President

RIDGE TRANSPORTATION LOGISTICS, INC.

By: _____
Name: Zackariah G. Fulmer
Title: President

FBI ACQUISITION CORP.

By: _____
Name: Zackariah G. Fulmer
Title: President

FGS ACQUISITION CORP.

By: _____
Name: Mackariah B. Fulmer
Title: President

RTL ACQUISITION CORP.

By: _____
Name: Zackariah G. Fulmer
Title: President

CERTIFICATE OF INCORPORATION
OF
FULMER LOGISTICS CORPORATION

PURSUANT TO SECTION 102
OF THE DELAWARE GENERAL CORPORATIONS LAW

FIRST: The name of the corporation is Fulmer Logistics Corporation (hereinafter referred to as the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at that address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is: to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law.

FOURTH:

A. **Authorized Stock.** The aggregate number of shares of all classes of capital stock which the Corporation shall have authority to issue is Thirty-two Million Five Hundred Thousand (32,500,000), consisting of Twenty-five Million (25,000,000) shares of Common Stock, par value \$0.001 per share (the "Common Stock") and Seven Million Five Hundred Thousand (7,500,000) shares of preferred stock, par value \$0.001 per share (the "Preferred Stock").

B. **Common Stock.**

Section 1. **Voting Rights.** On all matters requiring the vote of the holders of Common Stock each holder of Common Stock shall be entitled to one vote for each share of Common Stock held by such holder.

Section 2. **Dividends.** The holders of shares of Common Stock shall be entitled to receive dividends, when and if declared by the Board of Directors of the Corporation (the "Board"), out of funds legally available for the payment of dividends.

Section 3. **Liquidation.** The holders of shares of Common Stock shall be entitled to participate pro rata out of the remaining assets of the Corporation available for distribution to the holders of the shares of Common

Stock in all distributions in any liquidation, dissolution or winding up of the Corporation.

C. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. The Board is hereby expressly vested with the authority to fix by resolution or resolutions the designations and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation, the voting powers, if any, the dividend rate, conversion rights, redemption price, or liquidation preference, of any series of Preferred Stock, and to fix the number of shares constituting any such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding). In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution or resolutions originally fixing the number of shares of such series. The number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the holders of the Common Stock without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holder is required pursuant to the terms of any series of Preferred Stock.

FIFTH: The name and address of the incorporator is as follows:

Elizabeth Feeney
Pryor, Cashman, Sherman & Flynn LLP
410 Park Avenue
New York, New York 10022

SIXTH: (a) A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the Delaware General Corporation Law or any amendment thereto or successor provision thereto; or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any

right or protection of a director of the Corporation existing at the time of such repeal or modification.

(b) The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

SEVENTH: The Board, by majority vote, shall have to power to adopt, amend or repeal the bylaws of the Corporation.

EIGHTH: The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders, directors and officers are subject to this reservation.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore

named, has executed, signed and acknowledged this Certificate of Incorporation this 21st day of April, 2004.

/s/ Elizabeth Feeney
Elizabeth Feeney
Incorporator

courier or sent by telecopy, to the parties at the following addresses or telecopy numbers (or at such other address or telecopy number for a party as shall be specified by like notice):

- (a) if to FBI, FBAC, RTL or RTAC, to:

Fulmer Brothers, Inc.
1895 90th Avenue
Vero Beach, Florida 32966
Attention: Zack G. Fulmer
Facsimile: (772) 569-0758

with copies to:

Pryor Cashman Sherman & Flynn LLP
410 Park Avenue
New York, NY 10022
Attention: Eric M. Hellige
Facsimile: (212) 326-0806

- (b) if to FGS or to FGAC, to:

Fleet Global Systems, Inc.
119 Gatlin Avenue
Orlando, Florida 32806
Attention: Mack Fulmer
Facsimile: (407) 240-1715

with a copy to:

Pryor Cashman Sherman & Flynn LLP
410 Park Avenue
New York, NY 10022
Attention: Eric M. Hellige
Facsimile: (212) 326-0806

- (c) if to Parent, to each of the addressees set forth in (a) and (b) above.

Section 10.7 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, and other Required Regulatory Approval, shall be shared equally by FGS, on the one hand, and FBI and RTL, on the other hand.

Section 10.8 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.9 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, then 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 contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

Section 10.10 Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire agreement and, except as expressly set forth herein, supersedes any and all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and, except for

Section 7.6 (Indemnification, Directors' and Officers' Insurance), is not intended to confer upon any Person other than FBI, FGS, and RTL and, after the Effective Time, their respective stockholders, any rights or remedies hereunder.

Section 10.11 Assignment. No party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

Section 10.12 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that State, without regard to the conflicts of laws provisions thereof.

Section 10.13 Submission to Jurisdiction; Waivers. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by the other party hereto or its successors or assigns may be brought and determined in the courts of the State of Florida, County of Orange, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the nonexclusive jurisdiction of the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 10.13, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by the applicable law, that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 10.14 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The word "including" shall mean including without limitation. The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

Section 10.15 Incorporation of Schedules and Exhibits. The exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 10.16 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Parent, FBI, FGS, RYL, FBAC, FGAC and RTAC have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

FULMER LOGISTICS CORPORATION

By: Zachariah H. Fulmer
Name: Zachariah G. Fulmer
Title: President

FULMER BROTHERS, INC.

By: Zach H. Fulmer
Name: Zachariah G. Fulmer
Title: President

FLEET GLOBAL SERVICES, INC.

By: Mackariah B. Fulmer
Name: Mackariah B. Fulmer
Title: President

RIDGE TRANSPORTATION LOGISTICS, INC.

By: Zachariah H. Fulmer
Name: Zachariah G. Fulmer
Title: President

FBI ACQUISITION CORP.

By: Zachariah H. Fulmer
Name: Zachariah G. Fulmer
Title: President

FGS ACQUISITION CORP.

By: Mackariah B. Fulmer
Name: Mackariah B. Fulmer
Title: President

RIL ACQUISITION CORP.

By: Zachariah G. Fulmer
Name: Zachariah G. Fulmer
Title: President

CERTIFICATE OF INCORPORATION
OF
FULMER LOGISTICS CORPORATION
PURSUANT TO SECTION 102
OF THE DELAWARE GENERAL CORPORATIONS LAW

FIRST: The name of the corporation is Fulmer Logistics Corporation (hereinafter referred to as the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at that address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is: to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law.

FOURTH:

A. Authorized Stock. The aggregate number of shares of all classes of capital stock which the Corporation shall have authority to issue is Thirty-two Million Five Hundred Thousand (32,500,000), consisting of Twenty-five Million (25,000,000) shares of Common Stock, par value \$0.001 per share (the "Common Stock") and Seven Million Five Hundred Thousand (7,500,000) shares of preferred stock, par value \$0.001 per share (the "Preferred Stock").

B. Common Stock.

Section 1. Voting Rights. On all matters requiring the vote of the holders of Common Stock each holder of Common Stock shall be entitled to one vote for each share of Common Stock held by such holder.

Section 2. Dividends. The holders of shares of Common Stock shall be entitled to receive dividends, when and if declared by the Board of Directors of the Corporation (the "Board"), out of funds legally available for the payment of dividends.

Section 3. Liquidation. The holders of shares of Common Stock shall be entitled to participate pro rata out of the remaining assets of the Corporation available for distribution to the holders of the shares of Common

Stock in all distributions in any liquidation, dissolution or winding up of the Corporation.

C. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. The Board is hereby expressly vested with the authority to fix by resolution or resolutions the designations and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation, the voting powers, if any, the dividend rate, conversion rights, redemption price, or liquidation preference, of any series of Preferred Stock, and to fix the number of shares constituting any such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding). In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution or resolutions originally fixing the number of shares of such series. The number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the holders of the Common Stock without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holder is required pursuant to the terms of any series of Preferred Stock.

FIFTH: The name and address of the incorporator is as follows:

Elizabeth Feeney
Pryor, Cashman, Sherman & Flynn LLP
410 Park Avenue
New York, New York 10022

SIXTH: (a) A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the Delaware General Corporation Law or any amendment thereto or successor provision thereto; or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any

right or protection of a director of the Corporation existing at the time of such repeal or modification.

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SEVENTH: The Board, by majority vote, shall have to power to adopt, amend or repeal the bylaws of the Corporation.

EIGHTH: The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders, directors and officers are subject to this reservation.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore

named, has executed, signed and acknowledged this Certificate of Incorporation this 21st
day of April, 2004.

/s/ Elizabeth Feeney
Elizabeth Feeney
Incorporator