

LO10000002962

OF COUNSEL

J. RICHARD DUKE, ESQ.
BIRMINGHAM, ALABAMA

TIMOTHY D. SCRANTON, ESQ.
CHARLESTON, SOUTH CAROLINA

SUITE 1940
ONE SOUTHEAST THIRD AVENUE
MIAMI, FLORIDA 33131
TELEPHONE: (305) 375-9515
FACSIMILE: (305) 358-6541
E-MAIL: messagectr@kleinfeld.com
INTERNET: www.kleinfeld.com

LONDON REPRESENTATION

5 ST. JAMES SQUARE
P. O. BOX 33226
LONDON SW1Y4WT

TELEPHONE: (44) 207-747-8230
FACSIMILE: (44) 207-747-8231
EMAIL: law@tamossius.com

PLEASE REPLY TO:
MIAMI OFFICE

7/27

Via U.S. Mail

00855-02716-00676-00672

MJH

July 11, 2001

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

800004478518--8
-07/16/01--01138--001
*****25.00 *****25.00

800004478518--8
-07/30/01--01002--018
*****35.00 *****35.00

Re: Articles of Merger for Palmhurst, LLC (the "Surviving Company") and
Palmhurst, Inc. (the "Merging Company")

Dear Sirs,

Enclosed please find the Articles of Merger and Plan of Merger for Palmhurst, LLC, a Florida limited liability company and Palmhurst, Inc., a Florida corporation, along with a check made payable to the Department of State in the amount of \$25.00. Please provide us with a Certificate of Merger at your earliest convenience in the stamped self-addressed envelope provided. Thank you.

Very truly yours,

Lazaro Nazco

Lazaro J. Nazco, Esq.
For the Firm

Encls.

FILED
01 JUL 27 AM 9:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

July 18, 2001

LAZARO J. NAZCO, ESQ.
THE KLEINFELD LAW FIRM
ONE SOUTHEAST THIRD AVENUE, SUITE 1940
MIAMI, FL 33131

SUBJECT: PALMHURST, LLC
Ref. Number: L01000002962

We have received your document for PALMHURST, LLC and your check(s) totaling \$25.00. However, the document has not been filed and is being retained in this office for the following:

The fees to file the articles of merger are as follows:

For each Limited Partnership:	\$52.50
For each Limited Liability Company:	25.00
For each Corporation:	35.00
For each General Partnership:	25.00
All Others:	No Charge

There is a balance due of \$35.00.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Michelle Hodges
Document Specialist

Letter Number: 301A00042093

ARTICLES OF MERGER
Merger Sheet

MERGING:

PALMHURST, INC., a Florida Corporation, V06081

into

PALMHURST, LLC, a Florida entity L01000002962

File date: July 27, 2001

Corporate Specialist: Michelle Hodges

FILED
01 JUL 27 AM 9:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF
PALMHURST, LLC AND
PALMHURST, INC.**

The undersigned, being the Managing Member of **PALMHURST, LLC**, a Florida limited liability company (the "Surviving Company"), and the President of **PALMHURST, INC.**, a Florida corporation, the company being merged (the "Merging Company"), for the purpose of merging the aforesaid companies, hereby certify:

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>Vol 031</u> Palmhurst, Inc. 5002 N. Bay Road Miami, Beach, FL 33140	Florida	Corporation

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>Vol 000002912</u> Palmhurst, LLC One SE Third Avenue Suite 1940 Miami, FL 33131	Florida	LLC

3. These Articles of Merger are being filed pursuant to a plan of merger (the "Plan") which is attached hereto and made a part hereof;
4. That all of the assets of the Merging Company were assigned transferring the assets of the merging corporation to the Surviving Company;
5. The Articles of Organization of the Surviving Company were filed with the Department of State, Divisions of Corporations in the State of Florida on February 26, 2001;
6. The Articles of Incorporation of the Merging Company were filed with the Department of State, Divisions of Corporations in the State of Florida on January 15, 1992; and
7. The attached Plan meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was duly approved by the

01 JUL 27 AM 9:03
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

members and shareholders of, each constituent company respectively, in compliance with Chapter(s) 607, 617, 608, and/or 620 of the Florida Statutes.

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

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 5th day of MARCH, 2001.

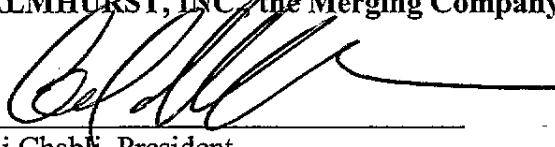
[Remainder of page intentionally left blank – Execution page follows]

PALMHURST, LLC, the Surviving Company



Adi Chabli, Managing Member

PALMHURST, INC, the Merging Company



Adi Chabli, President

PLAN AND AGREEMENT OF REORGANIZATION

by merger of
PALMHURST, INC.
with and into
PALMHURST, LLC
as surviving company

This Plan and Agreement of Merger (hereinafter referred to as the "Agreement") is made this 5th day of MARCH, 2001, by and between **PALMHURST, INC.**, a Florida corporation (hereinafter referred to as the "Merging Company"), and **PALMHURST, LLC**, a limited liability company organized and validly existing under the laws of the State of Florida (hereinafter referred to as the "Surviving Company"). The Merging and Surviving Companies are sometimes referred to in this Agreement as the "Constituent Companies."

WITNESSETH

WHEREAS, the principal and registered office of the Surviving Company is One SE Third Avenue, Suite 1940, Miami, Florida 33131 and duly recorded and its Registered Agent is Filing, Inc.; and

WHEREAS, the principal and registered office of the Merging Company is 5002 N. Bay Road, Miami Beach, FL 33140, and is duly recorded since January 15, 1992; its Registered Agent is filings, Inc.; and

WHEREAS, the aggregate number of shares that the Merging Company is authorized to issue is 1,000 common shares at no par value, of which 1,000 shares are outstanding and are owned legally and beneficially by Adi Chabli; and

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

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

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of **PALMHURST, INC.** and **PALMHURST, LLC**, is adopted as follows:

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

b) The name of the Surviving Company shall be **PALMHURST, LLC**.

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

d) The Surviving Company will carry on business with the assets of **PALMHURST, INC.**, as well as with the assets of **PALMHURST, INC.**

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

f) The Articles of Organization of **PALMHURST, LLC**, as existing on the effective date of the merger, shall continue in full force and effect as the Articles of Organization of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

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

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT COMPANIES

Nonsurvivor

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

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

b) **PALMHURST, INC.** has authorized capitalization of \$ 0, consisting of 1,000 shares of common stock, each of no par value, of which 1,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

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

Survivor

2.02. As a material inducement to **PALMHURST, INC.** to execute this Agreement and perform its obligations under this Agreement, **PALMHURST, LLC** represents and warrants to **PALMHURST, INC.** as follows:

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

b) **PALMHURST, LLC** has Membership Units. As of the date of this Agreement, 1,000 Membership Units are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.03. The Constituent Companies will mutually arrange for and manage all necessary procedures under the requirements of any and all applicable securities laws and the related

supervisory commissions, if any, to the end that this plain is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

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

Interim Conduct of Business; Limitations

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

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

Submission to Shareholder

3.02. This Agreement shall be submitted to the shareholder of **PALMHURST, INC.** for approval in the manner provided by the laws of the Island of Bahamas. This Agreement shall also be submitted to the Members of **PALMHURST, LLC** for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to obligations of PALMHURST, INC.

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

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

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

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

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

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

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

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

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

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

Conditions Precedent to Obligations of PALMHURST, LLC

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

a) The representations and warranties made by **PALMHURST, INC.** to **PALMHURST, LLC** in Article 2 of this Agreement and in any document delivered pursuant to

this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **PALMHURST, INC.** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **PALMHURST, LLC** and shall either correct the error, misstatement, or omission or obtain a written waiver from **PALMHURST, LLC**

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

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

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

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

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

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

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

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

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holder of shares of **PALMHURST, INC.** shall surrender all of its shares to the Manager of the Surviving Company promptly after the Effective Date.

Shares of Survivor

4.02. The currently outstanding Membership Units of **PALMHURST, LLC** shall remain outstanding.

ARTICLE 5. DIRECTORS AND OFFICERS

Manager and Officers of Survivor

5.01. (a) The present Manager of **PALMHURST, LLC** shall continue to serve as the Manager of the Surviving Company until the next annual meeting or until his successors have been elected.

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

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

ARTICLE 6. OPERATING AGREEMENT

Operating Agreement of Survivor

6.01. The Operating Agreement of **PALMHURST, LLC**, as existing on the Effective Date of the merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

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

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of **PALMHURST, INC.**, **PALMHURST, LLC**, or the

stockholder pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under the Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the Constituent Companies or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02. **PALMHURST, INC.** agrees that on or prior to the Effective Date it shall obtain from the stockholder an agreement under which the stockholders shall indemnifies and holds harmless **PALMHURST, LLC** against and in respect of all damages (as defined in this paragraph) in excess of \$5,000.00 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **PALMHURST, LLC** from (i) any inaccurate representation made by or on behalf of **PALMHURST, INC.** or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **PALMHURST, INC.** or the stockholders, in or pursuant this Agreement; (iii) breach or default in the performance by **PALMHURST, INC.** of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholders of any of the obligations to be performed by them under any agreement delivered by them to **PALMHURST, LLC** pursuant to this Agreement. The stockholders shall reimburse **PALMHURST, LLC** on demand for any payment made or for any loss suffered by **PALMHURST, LLC** at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to **PALMHURST, LLC** by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against **PALMHURST, LLC** for which **PALMHURST, LLC** claims indemnity against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by **PALMHURST, LLC**, which approval shall not be unreasonably withhold; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the stockholders; and (iii) counsel for **PALMHURST, LLC** may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of **PALMHURST, LLC**

Expenses

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

as the stockholders and **PALMHURST, INC.** may then determine. **PALMHURST, LLC** shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8. TERMINATION

Circumstances

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

(a) By mutual consent of the Board of Directors of the Constituent Companies.

(b) At the election of the Board of Directors of either Constituent Companies if:

(1) The number of shareholders of either Constituent Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

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

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

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

Notice of and Liability on Termination

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

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

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

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

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

Notices

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

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

5002 N. Bay Road
Miami Beach, FL 33140

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

(b) In the case of **PALMHURST, LLC**, to:

One SE Third Avenue, Suite 1940
Miami, FL 33131

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

Entire Agreement; Counterparts

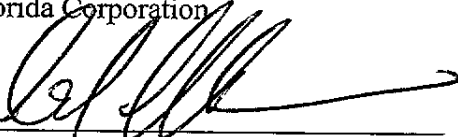
9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the Constituent Companies with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

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

IN WITNESS WHEREOF, this Agreement was executed on 5th day of MARCH, 2001.

PALMHURST, INC.,
A Florida Corporation



Adi Chabli, President

PALMHURST, LLC,
A Florida Limited Liability Company



Adi Chabli, Managing Member