

L03 000029444

(Requestor's Name)

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PICK-UP     WAIT     MAIL

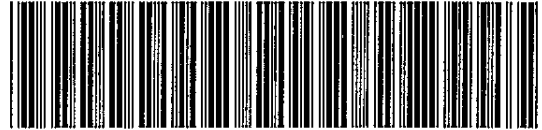
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

J. BROWN SEP 11 2003

Law Offices

**GARGANO & MARCHEWKA, L.L.P.**

2075 West First Street, Suite 203  
Fort Myers, Florida 33901

**Anthony J. Gargano, PA**

Please reply to:  
239-337-2280 ext. 3  
FAX 239-337-7705  
AJGLAW@aol.com

August 12, 2003

Florida Department of State  
Division of Corporations  
Post Office Box 6237  
Tallahassee, Florida 32314

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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**RE: Articles of Merger for Parkwoods Holdings, LLC**

Dear Sir/Madam:

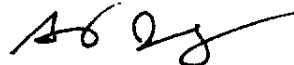
I have enclosed one (1) original and one (1) copy of the Articles of Merger for Parkwoods Holdings, LLC. I have also enclosed a check made payable to the Florida Department of State in payment of your required fees as follows:

Filing Fee: 3 x \$35.00	105.00
Certified Copy Fee:	52.50
<b>TOTAL:</b>	<b>\$ 157.50</b>

After the Articles have been filed, please furnish me with a certified copy. Thank you for your cooperation and assistance.

Sincerely,

GARGANO & MARCHEWKA, L.L.P.



Anthony J. Gargano

AJG:rds  
enclosures  
cc: client

**TRANSMITTAL LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** PARKWOODS HOLDINGS, LLC  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

ANTHONY J. GARGANO, ESQUIRE  
(Name of person)

ANTHONY J. GARGANO, PA  
(Name of firm/company)

2075 WEST FIRST STREET, #203  
(Address)

FORT MYERS, FL 33901  
(City/state and zip code)

For further information concerning this matter, please call:

ANTHONY J. GARGANO, ESQUIRE at ( 239 ) 337-2280 EXT. 3  
(Name of person) (Area code & daytime telephone number)

Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

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TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

August 20, 2003

ANTHONY J. GARGANO  
GARGANO & MARCHEWKA, L.L.P.  
2075 WEST FIRST STREET, STE. 203  
FORT MYERS, FL 33901

SUBJECT: PARKWOODS HOLDINGS, LLC  
Ref. Number: L03000029444

We have received your document for PARKWOODS HOLDINGS, LLC and your check(s) totaling \$157.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

You completed the wrong form.

We are enclosing the proper form(s) with instructions for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan  
Document Specialist

Letter Number: 403A00047287

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## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
2. Hamlet Realty and Development Company 1430 Royal Palm Square Blvd., #101 Fort Myers, FL 33919	Florida	_____
Florida Document/Registration Number: F33584		FEI Number: 59-2109378
3. Parkwoods Realty and Development Co. 1430 Royal Palm Square Blvd., #101 Fort Myers, FL 33919	Florida	_____
Florida Document/Registration Number: 501285		FEI Number: 59-1678348
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____

*(Attach additional sheet(s) if necessary)*

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Parkwoods Holdings, LLC 1430 Royal Palm Square Blvd., #101 Fort Myers, FL 33919	Florida	LLC

Florida Document/Registration Number: L03000029444 FEI Number: 20-0152178

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**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

**EIGHTH:** 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.



## PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

**FIRST:** The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Hamlet Realty and Development Company	Florida
Parkwoods Realty and Development Co.	Florida

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TALLAHASSEE, FLORIDA

**SECOND:** The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Parkwoods Holdings, LLC	Florida

**THIRD:** The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

*(Attach additional sheet(s) if necessary)*



**FOURTH:**

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:  
See attached Agreement and Plan of Merger.

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- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:  
See attached Agreement and Plan of Merger.

*(Attach additional sheet(s) if necessary)*

**FIFTH:** If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,  
Florida Document/Registration Number

N/A

**SIXTH:** If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:  
David G. Malt, Manager  
1430 Royal Palm Square Blvd., #101  
Fort Myers, FL 33919

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**SEVENTH:** All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:  
N/A

**EIGHTH:** Other provisions, if any, relating to the merger:  
See attached Agreement and Plan of Merger.

*(Attach additional sheet(s) if necessary)*

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("**Agreement**"), is made on August 15, 2003, by and between **PARKWOODS HOLDINGS, LLC**, a Florida limited liability company with its principal offices located at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901 ("**Buyer**") and **PARKWOODS REALTY AND DEVELOPMENT CO.**, a Florida corporation, with its principal offices located at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901 ("**Seller**") (collectively, the "**Parties**").

### RECITALS

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

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

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

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

### SECTION 1. Plan of Merger.

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

### SECTION 2. Closing.

Closing shall take place at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901, at 2:00 P.M. on August 25, 2003 (the "**Closing Date**"), or at another time, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by Buyer and Seller of Articles of Merger in accordance with F.S. Chapters 607 and 608 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the closing. The Articles of Merger shall specify the effective date and time of the Merger.

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

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

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STATE, FLORIDA

3.1.1 Capital Structure. The capitalization of Seller is 1000 shares of common stock that is authorized, issued, and outstanding and owned by Robert C. Malt 665 shares, David G. Malt 175 shares, and C. Richard Malt 165 shares. All of the issued and outstanding capital stock of Seller has been duly authorized and validly issued, and is fully paid and non-assessable, free of preemptive rights, and not subject to any restriction on transfer under the Articles of Incorporation or Bylaws of Seller or any agreement to which Seller is a party or of which Seller has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of capital stock or other securities of Seller, or obligating Seller to transfer any additional shares of its capital stock of any class or any other securities.

3.1.2 Ownership of the Shares. The 1000 shares of common stock are duly authorized, validly issued, fully paid, and non-assessable and are free and clear of any interests, security interests, claims, liens, pledges, options, penalties, charges, other encumbrances, buy-sell agreements, or rights of any party whatsoever.

3.1.3 Organization and Good Standing.

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

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

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

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

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

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

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

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

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

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

##### 4.1.1 Organization and Good Standing.

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

A true and complete copy of the Articles of Organization and Operating Agreement of Buyer, has been delivered or made available to Buyer. The minute books of Buyer are current as required by law, contain the minutes of all meetings of the Members from the date of organization to this date, and adequately reflect all material actions taken by the Buyer. Buyer has no subsidiaries.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3.2 Consents. Consents, if any, are furnished.

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

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

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

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

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

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

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

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

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

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

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

7.2.2 Consents. Consents, if any, are furnished.

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

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

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

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

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

**SECTION 8. Notices.**

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

**SECTION 9. Miscellaneous.**

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

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

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

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

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

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DELAHASSIE, FLORIDA

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

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

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

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

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

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

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

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

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

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

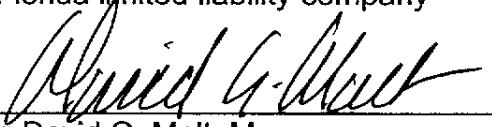
9.15 Expenses. Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

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

**PARKWOODS REALTY AND DEVELOPMENT CO.**  
a Florida corporation

  
By: David G. Malt, President

**PARKWOODS HOLDINGS, LLC**  
a Florida limited liability company

  
By: David G. Malt, Manager

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OFFICE OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*Exhibit A*

**PLAN OF MERGER**

Merger between **Parkwoods Realty And Development Co.**, a Florida corporation of 1430 Royal Palm Square Blvd., Suite 101, Fort Myers, FL 33919 (the "**Disappearing Entity**") and **Parkwoods Holdings, LLC**, a Florida limited liability company, (the "**Surviving Entity**") (collectively the "**Constituent Entities**"). This Merger is being effected under this Plan of Merger ("**Plan**") in accordance with 607.1101 et seq. of the Florida Business Corporation Act and 608.438 et. seq. of the Florida Limited Liability Company Act (the "**Acts**").

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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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

2. **Distribution to Shareholders of the Disappearing Entity**. On the Effective Date, each share of Disappearing Entity's common stock that shall be issued and outstanding at that time, without further action or documentation, shall be converted into and exchanged for one Member's Capital Interest share of the Surviving Entity, according to this Plan. Each share of Surviving Entity's stock that is issued and outstanding on the Effective Date shall continue as an outstanding Member's Capital Interest share of the Surviving Entity.

3. **Satisfaction of Rights of Disappearing Corp. Shareholders**. The Member's Capital Interest of the Surviving Entity into which shares of Disappearing Entity's stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of the converted shares.

4. **Effect of Merger**. On the Effective Date, the separate existence of the Disappearing Entity shall cease, and the Surviving Entity shall be fully vested in the Disappearing Entity's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in 607.1106 and 608.4383 of the Acts. The name and address of the Manager of Parkwoods Holdings, LLC, shall be David G. Malt of 1430 Royal Palm Square Blvd., Suite 101, Fort Myers, FL 33919.

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

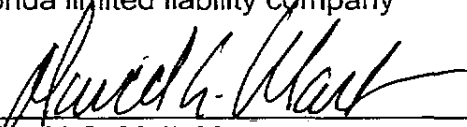
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MIDDLESEX COUNTY  
NEW JERSEY

6. **Filing with the Florida Secretary of State and Effective Date.** On the Closing, as provided in the Agreement of Merger of which this Plan is a part, the Disappearing Entity shall cause its president, and the Surviving Entity shall cause its Manager, to execute the Articles of Merger in the form attached to this Agreement and upon execution, this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in those Articles of Merger, and shall become an exhibit to those Articles of Merger. Thereafter, the Articles of Merger shall be delivered for filing by Surviving Entity to the Florida Secretary of State. In accordance with 607.1105(1)(b) and 608.4382 (1) (f) of the Acts, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles.

7. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Entities which is, or the shareholders or Members of which are, entitled to the benefit thereof by action taken by the Board of Directors or Members/Manager, as the case may be, of that entity, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Disappearing Entity or the Members of the Surviving Entity, by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as the change is in accordance with 607.1103 and 608. 4382 of the Acts.

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

**PARKWOODS HOLDINGS, LLC,**  
a Florida limited liability company

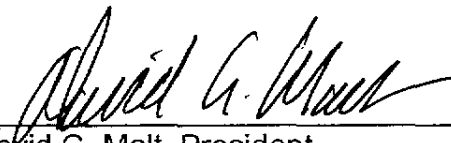


By: David G. Malt, Manager

**PARKWOODS REALTY AND DEVELOPMENT CO.**  
a Florida corporation

ATTEST:

\_\_\_\_\_  
(Corporate Seal)



By: David G. Malt, President

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("**Agreement**"), is made on August ~~15~~<sup>25</sup>, 2003, by and between **PARKWOODS HOLDINGS, LLC**, a Florida limited liability company with its principal offices located at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901 ("**Buyer**") and **HAMLET REALTY AND DEVELOPMENT COMPANY**, a Florida corporation, with its principal offices located at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901 ("**Seller**") (collectively, the "**Parties**").

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OFFICE OF CORPORATIONS  
TALLAHASSEE, FLORIDA

### RECITALS

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

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

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

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

### SECTION 1. Plan of Merger.

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

### SECTION 2. Closing.

Closing shall take place at 1430 Royal Palm Square Boulevard, Suite 101, Fort Myers, Florida 33901, at 2:00 P.M. on August ~~25~~<sup>25</sup>, 2003 (the "**Closing Date**"), or at another time, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by Buyer and Seller of Articles of Merger in accordance with F.S. Chapters 607 and 608 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the closing. The Articles of Merger shall specify the effective date and time of the Merger.

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

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

3.1.1 Capital Structure. The capitalization of Seller is 1000 shares of common stock that is authorized, issued, and outstanding and owned by Robert C. Malt 665 shares, David G. Malt 175 shares, and C. Richard Malt 165 shares. All of the issued and outstanding capital stock of Seller has been duly authorized and validly issued, and is fully paid and non-assessable, free of preemptive rights, and not subject to any restriction on transfer under the Articles of Incorporation or Bylaws of Seller or any agreement to which Seller is a party or of which Seller has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of capital stock or other securities of Seller, or obligating Seller to transfer any additional shares of its capital stock of any class or any other securities.

3.1.2 Ownership of the Shares. The 1000 shares of common stock are duly authorized, validly issued, fully paid, and non-assessable and are free and clear of any interests, security interests, claims, liens, pledges, options, penalties, charges, other encumbrances, buy-sell agreements, or rights of any party whatsoever.

3.1.3 Organization and Good Standing.

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

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

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

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

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

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

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

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

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

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

4.1.1 Organization and Good Standing.

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

A true and complete copy of the Articles of Organization and Operating Agreement of Buyer, has been delivered or made available to Buyer. The minute books of Buyer are current as required by law, contain the minutes of all meetings of the Members from the date of organization to this date, and adequately reflect all material actions taken by the Buyer. Buyer has no subsidiaries.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3.2 Consents. Consents, if any, are furnished.

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

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

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DEPARTMENT OF REVENUE  
TALLAHASSEE, FLORIDA

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

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

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

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

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

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

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

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

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

7.2.2 Consents. Consents, if any, are furnished.

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

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

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

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TALLAHASSEE FLORIDA

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

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

#### **SECTION 8. Notices.**

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

#### **SECTION 9. Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

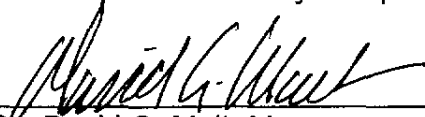
9.15 Expenses. Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

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

**HAMLET REALTY AND DEVELOPMENT COMPANY**  
a Florida corporation

  
By: David G. Malt, President

**PARKWOODS HOLDINGS, LLC**  
a Florida limited liability company

  
By: David G. Malt, Manager

FILED  
2009 SEP -8 AM 9:08  
CLERK OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*Exhibit A*

**PLAN OF MERGER**

Merger between **Hamlet Realty and Development Company**, a Florida corporation of 1430 Royal Palm Square Blvd., Suite 101, Fort Myers, FL 33919 (the "**Disappearing Entity**") and **Parkwoods Holdings, LLC**, a Florida limited liability company, (the "**Surviving Entity**") (collectively the "**Constituent Entities**"). This Merger is being effected under this Plan of Merger ("**Plan**") in accordance with 607.1101 et seq. of the Florida Business Corporation Act and 608.438 et. seq. of the Florida Limited Liability Company Act (the "**Acts**").

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TALLAHASSEE, FLORIDA

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

2. **Distribution to Shareholders of the Disappearing Entity**. On the Effective Date, each share of Disappearing Entity's common stock that shall be issued and outstanding at that time, without further action or documentation, shall be converted into and exchanged for one Member's Capital Interest share of the Surviving Entity, according to this Plan. Each share of Surviving Entity's stock that is issued and outstanding on the Effective Date shall continue as an outstanding Member's Capital Interest share of the Surviving Entity.

3. **Satisfaction of Rights of Disappearing Corp. Shareholders**. The Member's Capital Interest of the Surviving Entity into which shares of Disappearing Entity's stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of the converted shares.

4. **Effect of Merger**. On the Effective Date, the separate existence of the Disappearing Entity shall cease, and the Surviving Entity shall be fully vested in the Disappearing Entity's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in 607.1106 and 608.4383 of the Acts. The name and address of the Manager of Parkwoods Holdings, LLC, shall be David G. Malt of 1430 Royal Palm Square Blvd., Suite 101, Fort Myers, FL 33919.

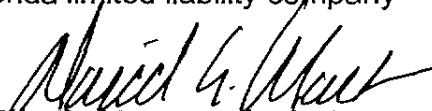
5. **Supplemental Action**. If at any time after the Effective Date, the Surviving Entity shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the Manager or Members of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

6. **Filing with the Florida Secretary of State and Effective Date.** On the Closing, as provided in the Agreement of Merger of which this Plan is a part, the Disappearing Entity shall cause its president, and the Surviving Entity shall cause its Manager, to execute the Articles of Merger in the form attached to this Agreement and upon execution, this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in those Articles of Merger, and shall become an exhibit to those Articles of Merger. Thereafter, the Articles of Merger shall be delivered for filing by Surviving Entity to the Florida Secretary of State. In accordance with 607.1105(1)(b) and 608.4382 (1) (f) of the Acts, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles.

7. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Entities which is, or the shareholders or Members of which are, entitled to the benefit thereof by action taken by the Board of Directors or Members/Manager, as the case may be, of that entity, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Disappearing Entity or the Members of the Surviving Entity, by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as the change is in accordance with 607.1103 and 608. 4382 of the Acts.

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

**PARKWOODS HOLDINGS, LLC,**  
a Florida limited liability company

  
By: David G. Malt, Manager

FILED  
2008 SEP -8 AM 9:08  
OFFICE OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**HAMLET REALTY AND DEVELOPMENT COMPANY**  
a Florida corporation

ATTEST:

\_\_\_\_\_  
(Corporate Seal)

  
By: David G. Malt, President