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PICK-UP WAIT MAIL

(Business Entity Name)

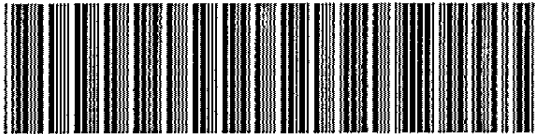
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TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: XPAND GROUP, LLC.
(Name of Limited Liability Company)

The enclosed Articles of Dissolution and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

KIRSTY BARANY
(Name of Person)

XPAND GROUP LLC.
(Firm/Company)

800 CRANDON BLV STE 210
(Address)

KEY BISCAVNE, FL. 33149
(City/State and Zip Code)

For further information concerning this matter, please call:

KIRSTY BARANY at (305) 3617854
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$25.00 Filing Fee
- \$30.00 Filing Fee & Certificate of Status
- \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



**ARTICLES OF DISSOLUTION
FOR
A FLORIDA LIMITED LIABILITY COMPANY**

1. The name of the limited liability company is

XPAND GROUP, LLC.

2. The date the dissolution was approved: 12 DAY OF JULY 2004.

3. A description of the occurrence that resulted in the limited liability company's dissolution pursuant to section 608.441, Florida Statutes, (copy of 608.441 on back of cover letter).

(C) THE PARTIES MEMBERS OF XPAND GROUP HAVE DETERMINED THAT IT IS NOT IN THEIR INDIVIDUAL OR MUTUAL BEST INTEREST TO MAINTAIN JOINT INTEREST IN THE COMPANY, AND FUTHER TO DATE THE PARTIES HAVE NOT MUTUALLY IDENTIFIED AND AGREED UPON A PROYECT, SO THE MEMBERS OF LIMITED LIABILITY COMPANY DESIRE TO DISOLVE THE COMPANY.

4. **CHECK ONE:**

All debts, obligations and liabilities of the limited liability company have been paid or discharged.
-OR-

Adequate provision has been made for the debts, obligations and liabilities pursuant to s. 608.4421.

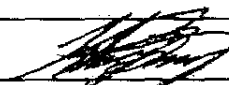
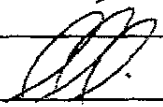
5. All remaining property and assets have been distributed among its members in accordance with their respective rights and interests.

6. **CHECK ONE:**

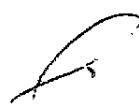
There are no suits pending against the company in any court.
-OR-

Adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suit.

Signatures of the members having the same percentage of membership interests necessary to approve the dissolution :

Signature



Typed or Printed name
XPAND CONSULTING GROUP, LLC.
BY KIRSTY BARANY TITLE: MANAGER
INSYS AMERICA CORP.
BY JULIO CESAR OVALLE JAIME
TITLE: PRESIDENT OF BOARD OF DIRECTORS



**AGREEMENT TO TERMINATE ALLIANCE AGREEMENT
AND OPERATING AGREEMENT OF
XPAND GROUP, LLC**

This **AGREEMENT TO TERMINATE ALLIANCE AGREEMENT AND OPERATING AGREEMENT OF XPAND GROUP, LLC** (the "Agreement") is made and entered as of the 12 day of July 2004 (the "Effective Date") among **XPAND CONSULTING GROUP, LLC**, a Florida company ("Xpand"), **INSYS AMERICA CORP.** a Delaware company ("Insys"), (Xpand, and Insys are hereinafter each referred to as the "Party", and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into that certain Strategic Alliance Agreement, dated November 14, 2003 (the "Alliance Agreement"), and that certain Limited Liability Operating Agreement of Xpand Group, LLC, dated November 14, 2003 (the "Operating Agreement") whereby the Parties intended form a limited liability company (the "Company") for the purpose of identifying mutually agreed upon projects from time-to-time, which could be implemented through the Company for strategic purposes;

B. The Parties have determined that it is not in their individual or mutual best interest to maintain joint interest in the Company, and further to date the Parties have not mutually identified and agreed upon a Project;



C. The Parties desire to dissolve the Company, and terminate the Alliance Agreement and Operating Agreement in their entirety, subject to and in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree that immediately as of the Effective Date, (i) Xpand shall file Articles of Dissolution with the Florida Department of State, Division of Corporations, terminating the Company and obtain the Certificate of Cancellation; (ii) each of the Alliance Agreement and Operating Agreement shall be deemed terminated, cancelled, null and void in its entirety, and shall have no further effect, notwithstanding any terms and covenants in such agreements that expressly or impliedly survive termination of such agreement. Furthermore, the Parties agree that this Agreement is the sole and exclusive agreement governing the termination of the Alliance Agreement and Operating Agreement.

2. None of the Parties shall be entitled to any distributions or return of Capital Contribution(s). Each of the parties shall be responsible solely for its own tax obligations. The Parties acknowledge that Insys has funded the Company to date in the amount of \$15,000 cash, which has been allocated to its Capital Contribution.

2.a Both parties declares since constitution, after today, there are not: assets, pendent payments, demands, pendent taxes, all time that the company never operate, sell, loan, purchase, assign, or assume any compromise, for that reason it is not applicable Section 1.3.1. of the Limited Liability Company Operating Agreement.

3. Each of the Parties, on behalf of itself and himself, and its/his parent, subsidiary, affiliates, successors, heirs, assigns, attorneys, agents and representatives, and all other persons who could assert a claim based upon the relationship and/or dealings among the Parties in connection with the Alliance Agreement and/or Operating Agreement, hereby unconditionally and forever waives, releases, acquits and discharges each of the other Parties, its parent, subsidiaries, affiliates, and predecessor entities, including without limitation, all current, former and future officers, directors, members, shareholders, employees, agents and advisors, and further promises never to institute, assert, prosecute or pursue, any and all debts, complaints, claims, charges, liabilities, claims for relief, demands, suits action or causes of action, which have arisen or could have arisen prior to the date of this Agreement, whether now known or unknown, suspected or unsuspected, arising out of or related to the Company, Alliance Agreement and/or Operating Agreement, including, without limitation, the termination thereof.

4. After the Effective Date, each of the Parties shall be free to conduct itself without regard to the terms and conditions of the Alliance Agreement and/or Operating Agreement; provided, however, each of the Parties covenants and agrees not to make any statement, which, in such other Party's reasonable judgment, may diminish or otherwise damage the reputation or goodwill of such other Party or its affiliates, or its respective officers, directors, members, shareholders, employees, agents, advisors, products or services.

5. None of the Insys Parties or its affiliates shall use the name "Xpand" or any other name which could be confusing.

6. Each of the Parties agrees that its non-compliance with the terms of Sections 3, 4 or 5 of this Agreement would cause the other Party to suffer irreparably, and that it is difficult to estimate the actual damages likely to be suffered in the event such party or its affiliate violates any provision of this Agreement. Accordingly, each of the Parties agrees that in the event of a breach or threatened breach of this Agreement, the other Party shall be entitled to obtain preliminary and permanent injunctive relief, in addition to other remedies available at law or in equity.

7. Each of the Parties represents and warrants that it is not in violation of any applicable laws or in breach of any third party obligations, and it has all necessary power and authority to enter into this Agreement, and to carry out its obligations hereunder. This Agreement has been duly executed and delivered by each of the Parties and their representatives, and constitutes the legal, valid and binding obligation thereof, enforceable in accordance with its terms. Each of the Parties further represents and warrants that it has not assigned any rights, nor does any third party claim any interest in the Company, Alliance Agreement or Operating Agreement.

8. This Agreement may be executed in counterparts and has the same force and effect as if all the signatures were obtained in one document. Each of the Parties acknowledges and agrees that it has read this Agreement, is aware of its contents and freely and voluntarily

agrees to all of its terms and conditions. All of the recitals set forth above are incorporated into this Agreement. If any provision or portion of this Agreement shall be held for any reason to be unenforceable or invalid, that provision shall be severed from this Agreement and the remainder of the Agreement be valid and enforceable among the Parties as if the provision held to be illegal or unenforceable had never been included in this Agreement.


9. This Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their successors, assigns, heirs and descendants, as applicable.

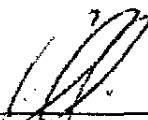
10. The laws of the State of Florida shall govern this Agreement without regard to conflict of laws principles. In connection with any legal proceeding arising from or relating to this Agreement, the parties agree and consent to the exclusive jurisdiction and venue in the state and federal courts located in Miami-Dade, County, Florida. The parties waive rights to trial by jury.

11. Definitions used herein shall have the meaning ascribed in the Alliance Agreement and/or Operating Agreement, as applicable. This Agreement expresses the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior oral or written understandings or agreements regarding that subject matter.


AGREED TO AND ACCEPTED on this 12 day of July 2004.

XPAND CONSULTING GROUP, LLC

By: 
Name: Kristi Prady
Title: Manager

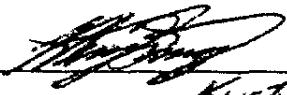
By: 
Name: Julio Cesar Ovalle Jaime
Title: President of Board of Directors

JULIO CESAR OVALLE JAIME

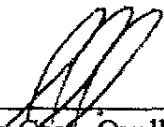
Sign: 

XPAND GROUP, LLC, hereby acknowledges the terms of this Agreement and agrees that it shall hold harmless the Parties from and against any and all claims arising from the Alliance Agreement or Operating Agreement.

XPAND CONSULTING GROUP, LLC
As a Member of Company

By: 
Name: Kusti Barany
Title: Manager

INSYS AMERICA CORP.
As a Member of Company

By: 
Name: Julio César Ovalle Jaime
Title: President of Board of Directors