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B. KOHR

JUL 15 2008

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 646808 149697A

AUTHORIZATION :

COST LIMIT :

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ORDER DATE : July 14, 2008

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ARTICLES OF MERGER

MANTOVANI PRODUCTION
ASSOCIATES, INC.

INTO

MANTOVANI PRODUCTION
ASSOCIATES, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
of
Mantovani Production Associates, Inc.
with and into
Mantovani Production Associates, LLC**

FILED
08 JUL 14 PM 2:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, Mantovani Production Associates, LLC, a Florida limited liability company (the "Surviving Company"), and Mantovani Production Associates, Inc., a New York corporation (the "Disappearing Corporation"), do hereby certify as follows with respect to the merger (the "Merger") of the Disappearing Corporation with and into the Surviving Company.

A. The following is the Plan of Merger for the Merger:

1. Name of Disappearing Corporation:

Mantovani Production Associates, Inc., a New York corporation

2. Name of Surviving Company:

Mantovani Production Associates, LLC, a Florida limited liability company

3. The terms and conditions of the Merger and the manner and basis of converting the shares of the Disappearing Corporation are as follows:

A. Certain Defined Terms. The following are definitions of capitalized terms used in this Plan of Merger:

- (a) "Agreement" means that certain Agreement and Plan of Merger made and entered into as of October 1, 2007, by and among the Surviving Company, the Disappearing Corporation, and Entertainers, Ltd.
- (b) "BCA" means the Florida Business Corporation Act.
- (c) "Constituent Corporations" means the Disappearing Corporation and the Surviving Company.
- (d) "Disappearing Corporation" means Mantovani Production Associates, Inc., a New York corporation.
- (e) "Effective Date" is defined in 3.D. below
- (f) "Shares" mean the common stock of the Disappearing Corporation

issued and outstanding immediately before the Effective Date.

(g) "Surviving Company" means Mantovani Production Associates, LLC, a Florida limited liability company.

- B. Merger. At the Effective Date and subject to the terms and conditions of the Agreement and the provisions of the BCA, the separate existence of Disappearing Corporation shall thereupon cease and the Surviving Company shall continue as the surviving company in the Merger.
- C. Effect of the Merger. The separate corporate existence of the Surviving Company, as the surviving company in the Merger, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Company shall succeed to all the assets of the Constituent Corporations and to all debts, choses in action and other interests due or belonging to the Constituent Corporations with the effect set forth in Section 607.11101 of the BCA.
- D. Effective Date. The Merger shall be effective as of October 1, 2007 (the "Effective Date"). (FOR ACCOUNTING PURPOSES.)
- E. Articles of Organization and Operating Agreement of the Surviving Company.
 - (a) At the Effective Date and without any further action on the part of the Surviving Company or Disappearing Corporation, the Articles of Organization of Surviving Company, as in effect at the Effective Date, shall be the Articles of Organization of the Surviving Company.
 - (b) At the Effective Date and without further action on the part of the Surviving Company, the Operating Agreement of Surviving Company, as in effect at the Effective Date, shall be the Operating Agreement of the Surviving Company.
- F. Members and Manager of the Surviving Company. At the Effective Date, the sole member of Surviving Company shall be Entertainers, Ltd., a United Kingdom partnership. At the Effective Date, the manager of the Surviving Company shall be Kenneth E. Moulton.
- G. Conversion of Shares. At the Effective Date and by virtue of the Merger and without any action on the part of the shareholders of the Constituent Corporations:
 - (1) The Shares shall be converted into the right to receive the Merger Consideration set forth in the Agreement, a copy of

which is on file at the Surviving Company.


H. Exchange of Certificates. At and after the Effective Date, holders of certificates representing the Shares shall cease to have any rights as shareholders of the Disappearing Corporation, except for the right to surrender such certificates in exchange for the Merger Consideration.

B. The Effective Date is as of October 1, 2007.

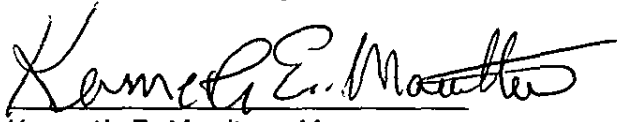
C. As of October 1, 2007, the Plan of Merger set forth in these Articles of Merger was approved (1) by the Board of Directors of the Disappearing Corporation, (2) by the sole shareholder of the Disappearing Corporation, and (3) by the sole member of the Surviving Company, each being the only shareholder or member required to act on the Plan of Merger. Accordingly, the Merger has been approved in accordance with Florida Statutes Section 607.1103.

IN WITNESS WHEREOF, these Articles of Merger are effective as of October 1, 2007.

**Mantovani Production Associates, Inc.,
a New York corporation**

By: 
Ira H. Goldberg, Treasurer

**Mantovani Production Associates, LLC,
a Florida limited liability company**

By: 
Kenneth E. Moulton, Manager

**AGREEMENT
AND
PLAN OF MERGER**

dated as of October 1, 2007

by and among

**Mantovani Production Associates, Inc.,
a New York corporation**

and

**Mantovani Production Associates, LLC,
a Florida limited liability company**

and

**Entertainers, ^{LONDON} Ltd.,
a United Kingdom partnership**

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of October 1, 2007 by and between Mantovani Production Associates, LLC, a Florida limited liability company (*the "Acquirer"*), and Mantovani Production Associates, Inc. a New York corporation (*the "Target"*) and Entertainers^(London), Ltd., a United Kingdom partnership ("Entertainers") who is the record and beneficial owner of all of the capital stock of Target.

WHEREAS, the Board of Directors of the Target, and the sole shareholder of Target, and the sole member and manager of the Acquirer desire to effect, and have approved on the terms and subject to the conditions of this Agreement, a business combination of the Target and Acquirer in which Target will merge with and into the Acquirer (such merger being referred to herein as the "Merger"), pursuant to which among other things, Acquirer will be the surviving company of the Merger, the separate existence of Target will cease, and Entertainers will receive 100% ownership of the membership interest of Acquirer as consideration for the Merger; and

WHEREAS, the parties have conducted an internal valuation of the Merger and believe that the Merger Consideration (as defined below) to be paid to Entertainers represents fair value for the Target; and

WHEREAS, the respective Manager and Board of Directors of the Acquirer and the Target have duly approved the Merger, and Entertainers has approved of the Merger as the sole shareholder of the Target.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1 Defined Terms. As used herein, the following terms shall have the following meanings:

Acquirer: Defined in the prologue of this Agreement.

Agreement: This Agreement and Plan of Merger, including the Exhibits and **Schedules** annexed hereto, if any.

Assets: All Intangible and Other Property, Tangible Property and Real Property.

BCA: The Florida Business Corporation Act, as amended and in effect from time to time.

Certificates: Defined in Section 3.7.

Code: The Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

Consents: All governmental and third party consents, permits, approvals, orders, authorizations, qualifications, and waivers necessary for the consummation of the transactions contemplated by this Agreement or that thereafter may be necessary for the Surviving Company to continue to have the same interest as the interest of the Target immediately prior to the Effective Date in any Contract, License and Permit or other license, permit, approval, order, authorization, qualification or waiver.

Constituent Corporations: Defined in Section 3.1.

Contract: Any contract, agreement, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, right, instrument or other similar document or agreement, whether written or oral.

Dollars or "\$": The legal currency of the United States of America.

Effective Date: Defined in Section 3.3.

GAAP: Generally accepted accounting principles set forth in the opinions and pronouncements of the Financial Accounting Standards Board, applied on a consistent basis and consistent with past practices.

Governmental Authority: Any United States or foreign governmental authority, including all agencies, bureaus, commissions, authorities or bodies of the federal government or any state, county, municipal or local government, including any court, judge, justice or magistrate.

Intangible and Other Property: All Contracts, certificates of deposit, bank accounts, securities, partnership or other ownership interests, rights to receive money or property by assignment, future interests, claims and rights against third parties, accounts receivable, notes receivable, Intellectual Property, Software, prepaid expenses, acquisition costs and other intangible property of any nature owned, leased, licensed, used or held for use, directly or indirectly, by, on behalf of or for the account of a Person.

Intellectual Property: All patents, trademarks, trademark rights, trade names, product designations, service marks, copyrights, and applications for any of the foregoing, used, licensed, leased or owned, directly or indirectly, by, on behalf of or for the account of a Person.

Judgment: Any judgment, writ, order, injunction, determination, award or decree of or by any Governmental Authority.

Law: Any statute, ordinance, code, rule, regulation, order or other law enacted, adopted, promulgated or applied by any Governmental Authority.

Lien: Any security agreement, financing statement (whether or not filed), security or other like interest, conditional sale or other title retention agreement, lease or consignment or bailment given for security purposes, lien, mortgage, deed of trust, indenture, pledge, constructive or other trust or attachments.

Material Adverse Effect: An adverse change in the financial condition, business or results of operations of the Target, or Acquirer, as the case may be, which is material to the Target and Acquirer, taken as a whole, as the case may be.

Merger: Defined in the prologue of this Agreement.

Person: Any individual, trustee, corporation, general or limited partnership, limited liability partnership, limited liability Target, joint venture, joint stock Target, bank, firm, Governmental Authority, trust, association, organization or unincorporated entity of any kind or nature whatsoever.

Real Property: All realty, fixtures, easements, rights-of-way and other interests (excluding Tangible Property) in real property, buildings, improvements and construction-in-progress.

Securities Act: The Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Software: All electronic data processing systems, information systems, computer software programs, program specifications, designs, charts, procedures, input data, routines, data basis, report layouts, formats, record file layouts, written manifestations (in both source code and object code form), diagrams, functional specifications, narrative descriptions and flow charts, and other related material, used, licensed, leased or owned, directly or indirectly, by, on behalf of or for the account of a Person.

Subsidiary: With respect to any Person, any corporation, association or other business entity of which more than fifty percent (50%) of the issued and outstanding stock or equivalent thereof having ordinary voting power is owned or controlled by such Person, by one or more Subsidiaries or by such Person and one or more subsidiaries or which a Person otherwise has the power to control the management thereof.

Surviving Company: Defined in Section 3.1.

Tangible Property: All cash, furnishings, machinery, equipment, computer systems (hardware only), supplies, inventories, vehicles, books and records and other tangible property and facilities of any kind or nature whatsoever.

Target: Defined in the prologue to this Agreement.

Target Board: The Board of Directors of the Target.

SECTION 1.2 **Use of Defined Terms.** Any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any one or more of the members of the relevant class.

SECTION 1.3 **Accounting Terms.** All accounting terms not otherwise defined in this Agreement shall be construed in conformity with, and all financial data required to be submitted by this Agreement shall be prepared in conformity with, GAAP, except as expressly permitted by this Agreement.

SECTION 1.4 **Sections and Exhibits.** References in this Agreement to Sections and Exhibits are to Sections and Exhibits of and to this Agreement. The Exhibits to this Agreement are hereby incorporated herein by this reference as if fully set forth herein.

SECTION 1.5 **Miscellaneous Terms.** The term "or" shall not be exclusive. The terms "herein," "hereof," "hereto," "hereunder" and other terms similar to such terms shall refer to this Agreement as a whole and not merely to the specific article, section, paragraph or clause where such terms may appear. The term "including" shall mean "including, but not limited to."

ARTICLE II APPROVAL OF THE MERGER

SECTION 2.1 **Approvals have Been Obtained.** The respective Member and Board of Directors of the Acquirer and the Target have duly approved the Merger, and Entertainers has approved the Merger as the sole shareholder of the Target.

ARTICLE III MERGER

SECTION 3.1 **Merger.** At the Effective Date and subject to the terms and conditions of this Agreement and the provisions of the BCA, the separate existence of Target shall thereupon cease and the Acquirer shall continue as the surviving company (the "*Surviving Company*"). Acquirer and the Target are sometimes hereinafter referred to collectively as the "*Constituent Corporations*."

SECTION 3.2 **Effect of the Merger.** The separate corporate existence of the Acquirer, as the Surviving Company, with all its purposes, objects, rights, privileges,

powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Company shall succeed to all the Assets of the Constituent Corporations and to all debts, choses in action and other interests due or belonging to the Constituent Corporations and shall be subject to, and responsible for, all the debts, liabilities, obligations and duties of the Constituent Corporations with the effect set forth in Section 607.11101 of the BCA.

SECTION 3.3 Effective Date. Subject to the terms and conditions hereof, the Merger shall be consummated as promptly as practicable after the satisfaction or waiver of the conditions of this Agreement by duly filing an appropriate Articles of Merger in such form as is required by, and executed in accordance with, the relevant provision of the BCA. The Merger shall be effective as of October 1, 2007 (the "*Effective Date*").

SECTION 3.4 Articles of Organization and Operating Agreement of the Surviving Company.

(a) At the Effective Date and without any further action on the part of the Target or Acquirer, the Articles of Organization of Acquirer, as in effect at the Effective Date, shall be the Articles of Organization of the Surviving Company.

(b) At the Effective Date and without further action on the part of the Target or Acquirer, the Operating Agreement of Acquirer, as in effect at the Effective Date, shall be the Operating Agreement of the Surviving Company.

SECTION 3.5 Member and Manager of the Surviving Company. At the Effective Date, the sole member of the Surviving Company shall be Entertainers, ^(London) Ltd., a United Kingdom partnership, and Kenneth E. Moulton shall be the manager. *sl*

SECTION 3.6 Conversion of Shares. At the Effective Date and by virtue of the Merger and without any action on the part of the holders thereof:

(a) All of the shares of the capital stock of the Target ("*Target Shares*") outstanding at the Effective Date, collectively (all of which are held by Entertainers, there being no treasury or other shares that were previously issued but not outstanding, and there being no options, warrants, rights or other securities convertible into or otherwise providing any Person the right to acquire Target capital stock), shall be converted into the right to receive 100% ownership of the membership interest of Acquirer (the "*Merger Shares*").

SECTION 3.7 Exchange of Certificates.

Upon the surrender by Entertainers of the certificate or certificates (the "*Target Certificates*") representing all of the Target Shares, the Acquirer shall issue to Entertainers a certificate representing 100% ownership of the membership interest of Acquirer (the "*Certificate*"). Each Target Certificate shall forthwith be cancelled. After

the Effective Date and until so surrendered and exchanged, the Target Certificates, collectively, shall represent solely the right to receive the Merger Consideration.

SECTION 3.8 At and after the Effective Date, Entertainers shall cease to have any rights as shareholder of the Target, except for the right to surrender the Target Shares in exchange for the Merger Consideration.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE TARGET

The Target and Entertainers, jointly and severally, hereby represent and warrant to the Acquirer as follows:

SECTION 4.1 Organization and Qualification. The Target is a corporation duly incorporated, organized, validly existing and in good standing under the Laws of New York, and the Target has the requisite corporate power to own its properties and carry on its businesses as now being conducted. The Target does not control, directly or indirectly, or have any direct or indirect equity participation in, any Person.

SECTION 4.2 Capitalization. The authorized capital stock of the Target consists of ~~ONE HUNDRED~~ (100) Target Shares. Immediately prior to the Effective Date, ~~SIXTY SEVEN~~ (67) Target Shares will have been issued and be outstanding. All Target Shares outstanding on the date hereof are duly authorized, validly issued, fully paid, non-assessable and free of preemptive rights. There are no existing options, warrants or other rights, agreements or commitments of any character relating to the issued or unissued capital stock or other securities of the Target.

SECTION 4.3 Authority Relative to this Agreement. The Target has all requisite corporate power and authority to enter into this Agreement and to perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Target. This Agreement has been duly executed and delivered by the Target and assuming due authorization, execution and delivery by the Acquirer, this Agreement constitutes the valid and binding agreement of the Target enforceable in accordance with its terms except as may be limited by bankruptcy, moratorium and insolvency Laws and other Laws affecting the rights of creditors' generally and except as may be limited by the availability of equitable remedies.

SECTION 4.4 Compliance. Neither the execution and delivery of this Agreement by the Target, nor the consummation by the Target of the transactions contemplated hereby, nor compliance by the Target with any of the provisions hereof will (i) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required

by, or result in a right of termination or acceleration under, or result in the creation of any Lien upon any of the Assets of the Target under, any of the terms, conditions or provisions of (x) the charter or Bylaws of the Target, or (y) any Contracts to which the Target is a party or to which any of them or any of its Assets is subject; or (ii) violate any Judgment applicable to the Target or any of its Assets.

SECTION 4.5 Consents. No notice to, filing with, or Consent of, any Person is necessary for the consummation by the Target of the transactions contemplated by this Agreement (except for the approval of the Merger by Entertainers, which has been obtained). Prior to the Closing, the Target shall have given all notices, made all filings and obtained all Consents necessary for the consummation by the Target of the transactions contemplated by this Agreement.

SECTION 4.6 Assets and Liabilities. The Assets represent all of the assets used by the Target to operate its business, and the Assets are and at the Effective Date will be free and clear of all Liens. Immediately prior to and at the Effective Date, Target will have no obligations or liabilities (whether or not accrued, contingent or otherwise and whether or not required to be disclosed, including those related to environmental and occupational safety and health matters), Judgments or claims (pending or threatened).

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE ACQUIRER

The Acquirer hereby represent and warrant to the Target as follows:

SECTION 5.1 Organization and Qualification. The Acquirer is a company duly incorporated, organized, validly existing and in good standing under the Laws of the State of Florida. The Acquirer has the requisite company power to own its properties and carry on its business as now being conducted. The Acquirer is duly qualified as a Florida limited liability company to do business, and is in good standing, in the jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except to the extent that any such failure so to qualify is not reasonably likely, individually or in the aggregate, to have a material adverse effect on the business, Assets, operations or financial condition of the Acquirer.

SECTION 5.2 Authority Relative to this Agreement. The Acquirer has all requisite corporate power and authority to enter into this Agreement and to perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary company action on the part of Acquirer. This Agreement has been duly executed and delivered by the Acquirer and assuming due authorization, execution and delivery by the Target, this Agreement constitutes the valid and binding agreement of

the Acquirer enforceable in accordance with its terms, except as may be limited by bankruptcy, moratorium and insolvency Laws and other Laws affecting the rights of creditors' generally and except as may be limited by the availability of equitable remedies.

SECTION 5.3 Compliance. Neither the execution and delivery of this Agreement by the Acquirer, nor the consummation by the Acquirer of the transactions contemplated hereby, nor compliance by the Acquirer with any of the provisions hereof will (i) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any Lien upon any of the Assets of the Acquirer under, any of the terms, conditions or provisions of (x) the charter or Operating Agreement of the Acquirer, or (y) any Contracts to which the Acquirer is a party or to which the Acquirer or its respective Assets may be subject; or (ii) violate any Judgment applicable to the Acquirer or its respective Assets.

SECTION 5.4 Consents. No notice to, filing with, or Consent of, any Person is necessary for the consummation by the Acquirer of the transactions contemplated by this Agreement. Prior to the Closing, the Acquirer shall have given all notices, made all filings and obtained all required Consents.

ARTICLE VI RESERVED

ARTICLE VII CONDITIONS PRECEDENT TO THE ACQUIRER'S OBLIGATIONS

The obligations of the Acquirer are subject to the satisfaction, at or before the Closing, of the conditions set forth below.

SECTION 7.1 Accuracy of the Target's and Entertainers' Representations and Warranties. The representations and warranties of the Target and Entertainers set forth herein are true and correct in all material respects as of the date hereof and as of the Effective Date. Any matter which would otherwise constitute a failure to comply with or conform to a representation or warranty by the Target hereunder shall not be deemed to be such a failure if the Acquirer has consented to the same in writing.

SECTION 7.2 Performance by the Target. The Target shall have performed, satisfied and complied with all covenants, agreements, and conditions required to be performed by it.

SECTION 7.3 Deliveries by the Target. The Target shall have delivered to the Acquirer (or, in the case of clauses (c), (e) and (f) below, have made available to the Acquirer at the offices of the Target) all of the following:

(a) evidence of the filing with the office of the Secretary of State of the State of Florida of the Articles of Merger, pursuant to Section 607.1105 of the BCA, with respect to the Merger of Target with and into the Acquirer, in the form annexed hereto as "**Exhibit A;**"

(b) resolutions duly adopted by the Target Board and Entertainers, Target's sole shareholder, authorizing the transactions which are the subject of this Agreement, certified by the Secretary of the Target;

(c) a copy of the Articles of Organization or other applicable charter instruments and all amendments thereto of the Target;

(d) certificates executed by the Secretary of the Target to the effect that there have been no amendments to the charter documents since the date of this Agreement;

(e) the original books of account, minute books, minutes and other records of all meetings of the Target; and

(f) the corporate seal of the Target and such other documents, records, and other items as shall be necessary for the operation of the businesses of the Target.

ARTICLE VIII CONDITIONS PRECEDENT TO THE TARGET'S OBLIGATIONS

The obligations of the Target and Entertainers are subject to the satisfaction of the conditions set forth below. The benefit of these conditions is for the Target Entertainers and may be waived by the Target or Entertainers in writing at any time in their sole discretion.

SECTION 8.1 Accuracy of the Acquirer's Representations and Warranties. The representations and warranties of the Acquirer set forth herein are true and correct in all material respects as of the date hereof and the Effective Date.

SECTION 8.2 Performance by the Acquirer. The Acquirer shall have performed, satisfied and complied with all covenants, agreements and conditions required to be performed by it.

SECTION 8.3 Deliveries by the Acquirer. The Acquirer shall deliver to Entertainers the following:

(a) Certificate of membership in Acquirer evidencing Entertainers' 100% ownership of the membership interest of Acquirer;

(b) evidence of the filing with the Office of the Secretary of State of the State of Florida of the Articles of Merger, pursuant to Section 607.1105 of the BCA, with respect to the Merger of the Target with and into the Acquirer, in the form annexed hereto as **Exhibit "A;"**

(c) resolutions adopted by the Member of the Acquirer authorizing the transactions contemplated hereby;

(d) copies of the Articles of Organization or other applicable charter instruments and all amendments thereto of Acquirer;

(e) certificates executed by the Member of Acquirer to the effect that there have been no amendments to the charter documents since the date of the certifications referred to in such subsection; and

(f) copies of the Operating Agreement including all amendments thereto, of Acquirer.

ARTICLE IX INTENTIONALLY DELETED

ARTICLE X SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION FOR BREACHES

SECTION 10.1 Survival. Except as expressly set forth herein, the representations, warranties and covenants contained in this Agreement shall expire at the Effective Date.

SECTION 10.2 Indemnification of Acquirer by Entertainers. Subject to the following sentence, Entertainers will indemnify and hold harmless Acquirer for any damages incurred by Acquirer as a result of (a) any Person claiming to have an interest in any of the capital stock of Target, (b) any Lien on any of the Target's Assets acquired by Acquirer by operation of the Merger Person, or (c) any Target obligations, liabilities, judgments or claims required to be paid by Acquirer as a result of the assumption thereof by Acquirer by operation of the Merger.

SECTION 10.3 Indemnification of Entertainers. Acquirer will indemnify and hold harmless Entertainers for any damages incurred by Entertainers as a result of any claim that any Merger Certificate is not duly and validly issued, fully paid and non assessable.

ARTICLE XI MISCELLANEOUS

SECTION 11.1 Headings. Section headings contained in this Agreement are included for convenience only and shall not affect the interpretation of any provisions of this Agreement.

SECTION 11.2 Notices. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing (including facsimile or similar writing) and shall be deemed to have been duly given (i) on the date of service if personally served, (ii) on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered, return receipt requested, postage prepaid or (iii) on the date sent if sent by facsimile, to the parties at the following addresses or facsimile numbers with a copy sent by mail as aforesaid on the same date (or at such other address or facsimile number for a party as shall be specified by like notice):

If to the Target or Entertainers to:

c/o Ira H. Goldberg, CPA
Gettry, Marcus, Stern & Lehrer
220 Fifth Avenue, 4th Floor
New York, New York 10001

If to the Acquirer, to:

Mantovani Production Associates, LLC
7255 Moss Leaf Lane
Orlando, Florida 32819
Attention: Kenneth E. Moulton

with a copy to:

Ralph V. Hadley, Esquire
Swann & Hadley, P.A.
1031 West Morse Boulevard
Suite 350
Winter Park, Florida 32789

SECTION 11.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the parties hereto shall assign any rights or delegate any duties hereunder without the prior written consent of the Target, and any assignment made without such consent shall be void and constitute a default hereunder.

SECTION 11.4 Governing Law. This Agreement shall be construed in accordance with, and governed by, the internal laws of the State of Florida, without giving effect to the principles of conflict of laws thereof. Any action, claim or other proceeding which arises out of or in connection with this Agreement or the matters contained herein shall be resolved by binding arbitration conducted under the commercial arbitration rules of the American Arbitration Association conducted in Orange County, Florida. All of the parties hereto hereby waive any objection that they may have to such venue for arbitration, including, without limitation, an objection based on an assertion that such venue constitutes an inconvenient forum. Any such arbitration proceeding shall be conducted by a panel of three arbitrators, all of whom have experience in connection with agreements similar to this Agreement and its subject matter. The Acquirer shall designate one arbitrator, the Target shall designate one arbitrator, and these two arbitrators shall designate the third arbitrator. The first two arbitrators shall be designated within thirty (30) days after the first written notice regarding the existence of an action, claim or proceeding hereunder is received by the other party. The third arbitrator will be designated within fifteen (15) days after the date that the second arbitrator is designated. Each party shall be responsible for the costs of the arbitrator designated by it, and they shall equally split the costs of the third arbitrator. The arbitrators shall make a decision regarding the action, claim or proceeding within forty five (45) days after the date of the designation of the third arbitrator. As part of their decision, the arbitrators shall allocate responsibility for the payment of the parties' attorneys' fees associated with the action, claim or proceeding. The arbitrators' decision shall be final and binding on all parties hereto in all respects, and shall not be appealable to any entity. Any party hereto may file any such arbitration award with any court of competent jurisdiction for enforcement of such arbitration award.

SECTION 11.5 Entire Agreement. This Agreement, including the Exhibits and the **Schedules** sets forth the entire understanding and agreement of the parties with respect to their subject matter and supersedes any and all prior understandings, negotiations or agreements among the parties hereto, both written and oral, with respect to such subject matter.

SECTION 11.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

SECTION 11.7 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, in whole or in part, the validity of the remaining provisions shall not be affected and the remaining portion of any provision held to be invalid, illegal or unenforceable shall in no way be affected, prejudiced or disturbed thereby.

SECTION 11.8 No Prejudice. This Agreement has been jointly prepared and negotiated by the parties hereto and the terms hereof shall not be construed in favor of or against any party on account of its participation in such preparation.

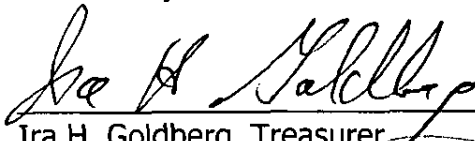
SECTION 11.9 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

SECTION 11.10 Amendment and Modification. This Agreement, including the **Schedules** hereto, may be amended or modified only by written agreement executed by all parties hereto; *provided, however,* that after adoption and approval of this Agreement by the shareholders of the Target, no amendment shall be made which changes the consideration payable in the Merger or adversely affects the rights of the Target's shareholders hereunder without the approval of such shareholders.

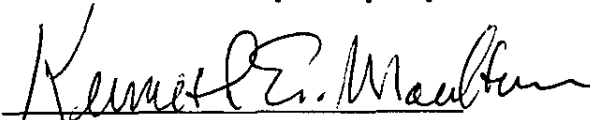
SECTION 11.11 Waiver. At any time prior to the Closing, each of the parties hereto may (i) extend the time for the performance of any of the obligations or other acts of any other party hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (iii) waive compliance with any of the covenants, agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed by the party granting such waiver. Such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or future failure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**Mantovani Production Associates, Inc.,
a New York corporation**

By: 
Ira H. Goldberg, Treasurer

**Mantovani Production Associates, LLC,
a Florida limited liability company**

By: 
Kenneth E. Moulton, Manager

(London) *KL*
Entertainers, Ltd.
a United Kingdom partnership

By: *KL*

Printed Name: Ken Mantovani

Office Held: DIRECTOR