

P00000077032

PLANETLINK COMMUNICATIONS  
5040 ROSWELL RD NE STE 250  
ATLANTA, GA 30342-2258

City/State/Zip

Phone #

600008412336--7  
-10/16/02--01099--003  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. \_\_\_\_\_  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

03 AUG 18 AM 11:33

FILED

- Walk in       Pick up time       Certified Copy  
 Mail out       Will wait       Photocopy       Certificate of Status

**NEW FILINGS**

- Profit  
 Not for Profit  
 Limited Liability  
 Domestication  
 Other

**OTHER FILINGS**

- Annual Report  
 Fictitious Name

**AMENDMENTS**

- Amendment  
 Resignation of R.A., Officer/Director  
 Change of Registered Agent  
 Dissolution/Withdrawal  
 Merger

**REGISTRATION/QUALIFICATION**

- Foreign  
 Limited Partnership  
 Reinstatement  
 Trademark  
 Other

600008412336  
08/18/03--01019--010 \*\*\*8.75

8/18/03

*merge*  
*eg*

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

October 17, 2002

PLANETLINK COMMUNICATIONS  
5040 ROSWELL RD., NE, STE 250  
ATLANTA, GA 30342-2258

SUBJECT: FIFTH AVENUE ACQUISITION I CORP.  
Ref. Number: P00000077032

We have received your document for FIFTH AVENUE ACQUISITION I CORP. and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

In order to file your document, the subject entity must first be reinstated.

The fee to file the reinstatement is \$750.00. This fee is good thru 12-31-2002.

Articles of Merger for a Florida or foreign profit corporation are filed pursuant to section 607.1105, Florida Statutes. A merger form is enclosed.

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) 245-6908.

Anna Chesnut  
Document Specialist

Letter Number: 802A00057901



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

August 6, 2003

Sheryne M. Richardson  
PlanetLink Communications, inc.  
55 Fulton Street, S.E.  
Atlanta, GA 30312

SUBJECT: FIFTH AVENUE ACQUISITION I CORP.  
Ref. Number: P00000077032

We have received your document for FIFTH AVENUE ACQUISITION I CORP. and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

After several phone calls regarding the correct merger forms for filing regarding the enclosed documents, I am returning these documents as the correct articles of merger document pursuant to 607.1105, Florida Statutes, was never received. Forms are enclosed.

Please return a copy of this letter along with your document to ensure proper handling.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6901.

Susan Payne  
Senior Section Administrator

Letter Number: 503A00045085

**TRANSMITTAL LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** PlanetLink Communications, Inc.  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Sheryne M. Richardson, Esq.  
(Name of person)

PlanetLink Communications, Inc.  
(Name of firm/company)

55 Fulton Street, S.E.  
(Address)

Atlanta, Georgia 30312  
(City/state and zip code)

For further information concerning this matter, please call:

Sheryne M. Richardson at ( 404 ) 683-0199  
(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

Please note that the \$70.00 merger fee was previously paid. Attached hereto please find the front and back side of that check.

*Sheryne M. Richardson, Esq.*  
*55 Fulton Street, S.E.*  
*Atlanta, Georgia 30312*  
*404 683-0199*

August 8, 2003

Susan Payne  
Senior Section Administrator  
Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: Articles of Merger of Fifth Avenue Acquisition and PlanetLink  
Ref. Number: P00000077032

Dear Ms Payne:

Per our conversation, enclosed please find the properly executed articles of merger pursuant to 607.1105 of the Florida Statutes. I apologize for the delay in forwarding them to you. I was awaiting the signatures.

Enclosed please also find a check for \$8.75 for a certified copy of the articles of merger. Thank you for your patience and assistance in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Sheryne M. Richardson

**ARTICLES OF MERGER**  
(Profit Corporations)

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

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
PlanetLink Communications, Inc.	Georgia	

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Fifth Avenue Acquisition I Corp.	Florida	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FILED  
 08 AUG 18 AM 11:33  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

**Third:** The Plan of Merger is attached.

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

**OR** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the surviving corporation on July 11, 2001 and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on July 11, 2001

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

*(Attach additional sheets if necessary)*



AGREEMENT AND PLAN OF MERGER dated as of this 11th day of July, 2001 (the "Agreement") among FIFTH AVENUE ACQUISITION I CORP., a Florida corporation ("Fifth Avenue I"), PLANETLINK COMMUNICATIONS, INC., a Georgia corporation ("PlanetLink") and the individual shareholders of Fifth Avenue I listed in Exhibit A hereof (collectively the "Shareholders"), being the owners of record of all of the issued and outstanding stock of Fifth Avenue I.

Whereas, PlanetLink wishes to acquire and the Shareholders wish to transfer all of the issued and outstanding securities of Fifth Avenue I, in a transaction intended to qualify as a reorganization within the meaning of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended.

Now, therefore, Fifth Avenue I, PlanetLink and the Shareholders adopt this agreement and plan of merger and agree as follows:

## 1. EXCHANGE OF STOCK

1.1. NUMBER OF SHARES. The Shareholders agree to transfer to PlanetLink at the Closing (defined below) the number of shares of common stock of Fifth Avenue I, \$.001 par value per share (the "Fifth Avenue Shares"), shown opposite their names in Exhibit A, in an exchange for an aggregate of 456,107 shares of voting common stock of PlanetLink, \$.01 par value per share ("PlanetLink Shares"), which shall equal five (5%) percent of the total number of PlanetLink Shares to be issued and outstanding following this Agreement, as provided in Section 2 below.

1.2. EXCHANGE OF CERTIFICATES. Each Shareholder of an outstanding certificate or certificates theretofore representing Fifth Avenue I Shares shall surrender such certificate(s) for cancellation to PlanetLink, and shall receive in exchange a certificate or certificates representing the number of PlanetLink Shares into which the Fifth Avenue I Shares represented by the certificate or certificates so surrendered shall have been converted, as provided in Section 1.1 above and Section 2 below. The transfer of Fifth Avenue I Shares by the Shareholders shall be effected by the delivery to PlanetLink at the Closing of certificates representing the transferred Shares endorsed in blank or accompanied by stock powers executed in blank.

1.3. FRACTIONAL SHARES. Fractional PlanetLink Shares shall not be issued, but in lieu thereof PlanetLink shall round up fractional PlanetLink Shares to the next highest whole number.

1.4. FURTHER ASSURANCES. At the Closing and from time to time thereafter, the Shareholders shall execute such additional instruments and take such other action as PlanetLink may request in order more effectively to sell, transfer, and assign the transferred stock to PlanetLink and to confirm PlanetLink's title thereto. It is understood and agreed that the Shareholders shall not resign as officers and directors of Fifth Avenue I and the corporate existence of Fifth Avenue I shall not cease until the satisfaction of the obligations of PlanetLink under a separate secured promissory note dated July 11, 2001 (the "Note") payable to CR Capital Services, Inc. ("CRCS")

## 2. RATIO OF EXCHANGE.



The securities of Fifth Avenue I owned by the Shareholders, and the relative securities of PlanetLink for which they will be exchanged, are set out opposite their names in Exhibit A. The parties hereto acknowledge and understand that at the date of this Agreement, there are 9,122,143 PlanetLink Shares issued and outstanding and that the number of PlanetLink Shares issuable to the Shareholders under Section 1.1 of this Agreement shall equal to five (5%) percent of the PlanetLink Shares issued and outstanding upon the execution and delivery of this Agreement and the completion of the Merger.

### 3. CLOSING.

3.1. TIME AND PLACE. The Closing contemplated herein shall be held as soon as possible at the offices of CR Capital Services, Inc. at 301 Clematis Street, Suite 3000, West Palm Beach, FL 33401 unless another place or time is agreed upon in writing by the parties without requiring the meeting of the parties hereof. All proceedings to be taken and all documents to be executed at the Closing shall be deemed to have been taken, delivered and executed simultaneously, and no proceeding shall be deemed taken nor documents deemed executed or delivered until all have been taken, delivered and executed. The date of Closing may be accelerated or extended by the written agreement of the parties.

3.2. FORM OF DOCUMENTS. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission required by this Agreement or any signature required thereon may be used in lieu of an original writing or transmission or signature for any and all purposes for which the original could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission or original signature.

4. UNEXCHANGED CERTIFICATES. Until surrendered, each outstanding certificate that prior to the Closing represented Fifth Avenue I Shares shall be deemed for all purposes, other than the payment of dividends or other distributions, to evidence ownership of the number of PlanetLink Shares into which it was converted. No dividend or other distribution shall be paid to the Shareholders of Fifth Avenue I Shares until presented for exchange at which time any outstanding dividends or other distributions shall be paid.

### 5. REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

The Shareholders, individually and separately, represent and warrant as follows:

5.1. TITLE TO SHARES. The Shareholders, and each of them, are the owners, free and clear of any liens and encumbrances, of the number of Fifth Avenue I Shares which are listed in the attached schedule A and which they have contracted to exchange.

5.2. LITIGATION. There is no litigation or proceeding pending, or to any Shareholder's knowledge threatened, against or relating to the Fifth Avenue I Shares held by the Shareholders.

6. REPRESENTATIONS AND WARRANTIES OF FIFTH AVENUE I. Fifth Avenue I represents and warrants that:

6.1. CORPORATE ORGANIZATION AND GOOD STANDING. Fifth Avenue I is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

6.2. REPORTING COMPANY STATUS. Fifth Avenue I has filed with the Securities and Exchange Commission ("SEC") a registration statement on Form 10-SB which became effective on December 11, 2000 pursuant to the Securities Exchange Act of 1934 (the "Exchange Act") and is a reporting company pursuant to Section 12(g) thereunder.

6.3. REPORTING COMPANY FILINGS. Fifth Avenue I has timely filed and is current on all reports required to be filed by it pursuant to Section 13 of 15(d) of the Exchange Act.

6.4. CAPITALIZATION. The authorized capital stock of Fifth Avenue I consists of 20,000,000 shares of Common Stock, \$.001 par value per share ("Fifth Avenue I Shares"), of which 1,000,000 Fifth Avenue I Shares are issued and outstanding and are owned of record and beneficially by the Shareholders listed on Exhibit A hereto.

6.5. ISSUED STOCK. All the outstanding Fifth Avenue Shares are duly authorized and validly issued, fully paid and non-assessable.

6.6. STOCK RIGHTS. Except as set out by schedule attached hereto, there are no stock grants, options, rights, warrants or other rights to purchase or obtain Fifth Avenue I Shares or any preferred stock issued or committed to be issued. Fifth Avenue I has adopted a Stock Option Agreement for up to 1,000,000 Fifth Avenue I Shares, which was filed with the SEC under the Exchange Act as an exhibit to the Form 10-KSB annual report for the year ended December 31, 2000. The parties agree that no options have been granted under this Stock Option Plan nor will any be granted without the prior agreement of the parties hereto.

6.7. CORPORATE AUTHORITY. Fifth Avenue I has all requisite corporate power and authority to own, operate and lease its properties, to carry on its business as it is now being conducted and to execute, deliver, perform and conclude the transactions contemplated by this Agreement and all other agreements and instruments related to this Agreement.

6.8. AUTHORIZATION. Execution of this Agreement has been duly authorized and approved by Fifth Avenue I's board of directors.

6.9. SUBSIDIARIES. Except as set out by the schedule attached hereto, Fifth Avenue I has no subsidiaries.

6.10. FINANCIAL STATEMENTS. The financial statements of Fifth Avenue I dated as of December 31, 2000, which are part of the Form 10-KSB annual report of Fifth Avenue I for its year ended December 31, 2000, copies of which have been delivered by Fifth Avenue I to PlanetLink prior to the Closing Date (the "Fifth Avenue I Financial Statements"), fairly present the financial condition of Fifth Avenue I as of the date therein and the results of its operations for the period then ended in conformity with generally accepted accounting principles consistently applied.

6.11. **ABSENCE OF UNDISCLOSED LIABILITIES.** Except to the extent reflected or reserved against in the Fifth Avenue I Financial Statements, Fifth Avenue I did not have at that date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

6.12. **NO MATERIAL CHANGES.** Except as set out by attached schedule, there has been no material adverse change in the business, properties, or financial condition of Fifth Avenue I since the date of the Fifth Avenue I Financial Statements.

6.13. **LITIGATION.** Except as set out by attached schedule, there is not, to the knowledge of Fifth Avenue I, any pending, threatened, or existing litigation, bankruptcy, criminal, civil, or regulatory proceeding or investigation, threatened or contemplated against Fifth Avenue I.

6.14. **CONTRACTS.** Except as set out by attached schedule, Fifth Avenue I is not a party to any material contract not in the ordinary course of business that is to be performed in whole or in part at or after the date of this Agreement other than a services agreement dated September 10, 2000 with CR Capital Services, Inc., a Florida corporation ("CRCS"), which the parties agree shall be amended in connection with this Agreement and shall be assumed as amended by PlanetLink and shall be enforceable in accordance with the terms of the amended services agreement, as amended.

6.15. **TITLE.** Except as set out by attached schedule, Fifth Avenue I has good and marketable title to all the real property and good and valid title to all other property included in the Fifth Avenue I Financial Statements. Except as set out in the balance sheet thereof, the properties of Fifth Avenue I are not subject to any mortgage, encumbrance, or lien of any kind except minor encumbrances that do not materially interfere with the use of the property in the conduct of the business of Fifth Avenue I.

6.16. **TAX RETURNS.** Except as set out by attached schedule, all required tax returns or federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by Fifth Avenue I for all years for which such returns are due unless an extension for filing any such return has been filed. Any and all federal, state, county, municipal, local, foreign and other taxes and assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. The provisions for federal and state taxes reflected in the Fifth Avenue I Financial Statements are adequate to cover any such taxes that may be assessed against Fifth Avenue I in respect of its business and its operations during the periods covered by the Fifth Avenue I Financial Statements and all prior periods.

6.17. **NO VIOLATION.** The Closing will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Fifth Avenue I is subject or by which Fifth Avenue I is bound.

7. **REPRESENTATIONS AND WARRANTIES OF PLANETLINK.** PlanetLink represents and warrants that:

7.1. CORPORATE ORGANIZATION AND GOOD STANDING. PlanetLink is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

7.2. CAPITALIZATION. PlanetLink's authorized capital stock consists of 10,000,000 shares of Common Stock, \$.01 par value per share ("PlanetLink Shares"), of which 9,122,143 PlanetLink Shares have been issued and are outstanding.

7.3. ISSUED STOCK. All the outstanding PlanetLink Shares are duly authorized and validly issued, fully paid and non-assessable.

7.4. STOCK RIGHTS. Except as set out by attached schedule, there are no stock grants, options, rights, warrants or other rights to purchase or obtain PlanetLink Shares nor are any PlanetLink Shares committed to be issued except under this Agreement.

7.5. CORPORATE AUTHORITY. PlanetLink has all requisite corporate power and authority to own, operate and lease its properties, to carry on its business as it is now being conducted and to execute, deliver, perform and conclude the transactions contemplated by this Agreement and all other agreements and instruments related to this Agreement.

7.6. AUTHORIZATION. Execution of this Agreement has been duly authorized and approved by PlanetLink's board of directors.

7.7. SUBSIDIARIES. PlanetLink has no wholly owned active and/or inactive subsidiaries, except as disclosed to Fifth Avenue I and Shareholders in writing.

7.8. FINANCIAL STATEMENTS. PlanetLink's financial statements dated as of December 31, 2000 and 1999, copies of which will have been delivered by PlanetLink to Fifth Avenue I prior to the Closing Date, shall be audited by independent public accountants according the requirements of Regulation S-X promulgated by the SEC, and shall fairly present the financial condition of PlanetLink as of the date therein and the results of its operations for the periods then ended in conformity with generally accepted accounting principles consistently applied (the "PlanetLink Financial Statements"). PlanetLink acknowledges and agrees that as a condition to the Closing of this Agreement on the Closing Date, that the audited PlanetLink Financial Statements for such periods must satisfy the requirements under the Exchange Act. The failure of PlanetLink to provide audited PlanetLink Financial Statements that fairly present the financial condition of PlanetLink as of the date therein and the results of its operations for the periods then ended in conformity with generally accepted accounting principles consistently applied within a date not more than sixty (60) days from the Closing Date, unless the parties shall mutually agree in writing to an extension of such date, shall constitute a breach of Section 9.5 below and shall be a basis for the termination of this Agreement as set forth under Section 13 hereto.

7.9. ABSENCE OF UNDISCLOSED LIABILITIES. Except to the extent reflected or reserved against in the PlanetLink Financial Statements, PlanetLink did not have at that date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

7.10. NO MATERIAL CHANGES. Except as set out by attached schedule, there has been no material adverse change in the business, properties, or financial condition of PlanetLink since the date of the PlanetLink Financial Statements.

7.11. LITIGATION. Except as set out by attached schedule, there is not, to the knowledge of PlanetLink, any pending, threatened, or existing litigation, bankruptcy, criminal, civil, or regulatory proceeding or investigation, threatened or contemplated against PlanetLink.

7.12. CONTRACTS. Except as set out by attached schedule, PlanetLink is not a party to any material contract not in the ordinary course of business that is to be performed in whole or in part at or after the date of this Agreement, other than as provided under this Agreement.

7.13. TITLE. Except as set out by attached schedule, PlanetLink has good and marketable title to all the real property and good and valid title to all other property included in the PlanetLink Financial Statements. Except as set out in the balance sheet thereof, the properties of PlanetLink are not subject to any mortgage, encumbrance, or lien of any kind except minor encumbrances that do not materially interfere with the use of the property in the conduct of the business of PlanetLink.

7.14. TAX RETURNS. Except as set out by attached schedule, all required tax returns for federal, state, county, municipal, local, foreign and other taxes and assessments have been properly prepared and filed by PlanetLink for all years for which such returns are due unless an extension for filing any such return has been filed. Any and all federal, state, county, municipal, local, foreign and other taxes and assessments, including any and all interest, penalties and additions imposed with respect to such amounts have been paid or provided for. The provisions for federal and state taxes reflected in the PlanetLink Financial Statements are adequate to cover any such taxes that may be assessed against PlanetLink in respect of its business and its operations during the periods covered by the PlanetLink Financial Statements and all prior periods.

7.15. NO VIOLATION. The Closing will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of PlanetLink is subject or by which PlanetLink is bound.

## 8. CONDUCT PENDING THE CLOSING

Fifth Avenue I, PlanetLink and the Shareholders covenant that between the date of this Agreement and the Closing as to each of them:

8.1. No change will be made in the charter documents, by-laws, or other corporate documents of Fifth Avenue I.

8.2. Fifth Avenue I will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not enter into any material commitment except in the ordinary course of business.

8.3. No change will be made in the charter documents, by-laws, or other corporate documents of PlanetLink.

8.4. PlanetLink will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not enter into any material commitment except in the ordinary course of business.

8.5 PlanetLink shall have prepared and delivered to the Shareholders and Fifth Avenue I the PlanetLink Financial Statements as proved in Section 7.8 above.

8.6. None of the Shareholders will sell, transfer, assign, hypothecate, lien, or otherwise dispose or encumber the Fifth Avenue I shares of common stock owned by them.

#### 9. CONDITIONS PRECEDENT TO OBLIGATION OF THE SHAREHOLDERS

The Shareholder's obligation to consummate this exchange shall be subject to fulfillment on or before the Closing of each of the following conditions, unless waived in writing by the Shareholders as appropriate:

9.1. PLANETLINK'S REPRESENTATIONS AND WARRANTIES. The representations and warranties of PlanetLink set forth herein shall be true and correct at the Closing as though made at and as of that date, except as affected by transactions contemplated hereby.

9.2. PLANETLINK'S COVENANTS. PlanetLink shall have performed all covenants required by this Agreement to be performed by it on or before the Closing.

9.3. BOARD OF DIRECTOR APPROVAL. This Agreement shall have been approved by the Board of Directors of PlanetLink.

9.4. SUPPORTING DOCUMENTS OF PLANETLINK. PlanetLink shall have delivered to the Shareholders supporting documents in form and substance reasonably satisfactory to the Shareholders, to the effect that:

(a) A good standing certificate from the jurisdiction of PlanetLink's state of organization stating that PlanetLink is a corporation duly organized, validly existing, and in good standing;

(b) Secretary's certificate stating that PlanetLink is authorized capital stock is as set forth herein;

(c) Certified copies of the resolutions of the board of directors of PlanetLink authorizing the execution of this Agreement and the consummation hereof;

(d) Secretary's certificate of incumbency of the officers and directors of PlanetLink;

(e) PlanetLink's Financial Statements; and

(f) Any document as may be specified herein or required to satisfy the conditions, representations and warranties enumerated elsewhere herein.

## 10. CONDITIONS PRECEDENT TO OBLIGATION OF PLANETLINK

PlanetLink's obligation to consummate this exchange shall be subject to fulfillment on or before the Closing of each of the following conditions, unless waived in writing by PlanetLink:

10.1. **SHAREHOLDERS' REPRESENTATIONS AND WARRANTIES.** The representations and warranties of the Shareholders set forth herein shall be true and correct at the Closing as though made at and as of that date, except as affected by transactions contemplated hereby.

10.2. **SHAREHOLDERS' COVENANTS.** The Shareholders shall have performed all covenants required by this Agreement to be performed by them on or before the Closing.

10.3. **FIFTH AVENUE I'S REPRESENTATIONS AND WARRANTIES.** The representations and warranties of Fifth Avenue I set forth herein shall be true and correct at the Closing as though made at and as of that date, except as affected by transactions contemplated hereby.

10.4. **FIFTH AVENUE I'S COVENANTS.** Fifth Avenue I shall have performed all covenants required by this Agreement to be performed by them on or before the Closing.

10.5. **BOARD OF DIRECTOR APPROVAL.** This Agreement shall have been approved by the Board of Directors of Fifth Avenue I.

10.6. **SUPPORTING DOCUMENTS OF FIFTH AVENUE I.** Fifth Avenue I shall have delivered to PlanetLink supporting documents in form and substance reasonably satisfactory to PlanetLink, to the effect that:

(a) A good standing certificate from the jurisdiction of Fifth Avenue I's state of organization stating that Fifth Avenue I is a corporation duly organized, validly existing, and in good standing;

(b) Secretary's certificate stating that Fifth Avenue I is authorized capital stock is as set forth herein;

(c) Certified copies of the resolutions of the board of directors of Fifth Avenue I authorizing the execution of this Agreement and the consummation hereof;

(d) Secretary's certificate of incumbency of the officers and directors of Fifth Avenue I;

(e) Fifth Avenue I's Financial Statements; and

(f) Any document as may be specified herein or required to satisfy the conditions, representations and warranties enumerated elsewhere herein.

## 11. POST-CLOSING CONDUCT AND COVENANTS

For the period of two years following the Closing:

(a) PlanetLink shall take all reasonable efforts and action necessary for PlanetLink to be current under the reporting requirements of the Exchange Act and for PlanetLink Shares to remain subject to quotation on the OTC:BB or other national exchanges;

(b) PlanetLink will take no action to terminate its registration under Section 12 the Exchange Act;

(c) PlanetLink shall utilize the services of a recognized stock transfer agent and shall execute and deliver all necessary and proper documentation to effect in an expeditious manner the transfer of the PlanetLink Shares, including any Pledged PlanetLink Shares in the event of a default on the Secured Promissory Note payable to CRCS, subject to the requirements of the Federal securities laws; and

(d) The PlanetLink Shares issued to the Shareholders under this Agreement shall be subject to "piggy-back" registration rights. PlanetLink undertakes to include Shareholders PlanetLink Shares in any registration statement filed by PlanetLink under the Act, if such registration statement shall include any other persons PlanetLink Shares for registration and resale, as selling shareholders. If the registration statement under the Act is solely for the purpose of PlanetLink issuing and selling its securities to the public ("IPO"), then the Shareholders agree that this piggy-back registration right shall be deferred until selling shareholders shall be included in a registration statement under the Act.

12. SHAREHOLDER REPRESENTATIVE. The Shareholders hereby irrevocably designate and appoint Thomas J. Craft, Jr., P.A., 301 Clematis Street, Suite 3000, West Palm Beach, FL 33401, as their agent and attorney in fact (the "Shareholders' Representative") with full power and authority until the Closing to execute, deliver, and receive on their behalf all notices, requests, and other communications hereunder; to fix and alter on their behalf the date, time, and place of the Closing; to waive, amend, or modify any provisions of this Agreement, and to take such other action on their behalf in connection with this Agreement, the Closing, and the transactions contemplated hereby as such agent or agents deem appropriate; provided, however, that no such waiver, amendment, or modification may be made if it would decrease the number of PlanetLink Shares to be issued to the Shareholders hereunder or increase the extent of their obligations to indemnify PlanetLink hereunder.

13. TERMINATION. This Agreement may be terminated by: (i) mutual consent in writing; (ii) Shareholders, PlanetLink or Fifth Avenue I if there has been a material misrepresentation or material breach of any warranty or covenant by any other party, specifically including the requirement that PlanetLink satisfy its obligations to deliver PlanetLink Financial Statements as required under this Agreement or the failure of PlanetLink to fulfill its obligations to Shareholders's affiliate, CRCS, under the Note; or (iii) by any of the Shareholders, PlanetLink or Fifth Avenue I if the SEC does not "clear comments" with regard to the Form 8-K or amendment relating to the business combination of PlanetLink and Fifth Avenue I as required under the Services Agreement and therefor the Closing shall not have occurred.

14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Shareholders, PlanetLink and Fifth Avenue I set out herein shall survive the Closing.



## 15. ARBITRATION.

15.1. SCOPE. The parties hereby agree that any and all claims (except only for requests for injunctive or other equitable relief or under the terms and conditions of the securities compliance services agreement dated as of July 11, 2001 between CRCS and PlanetLink and the Secured Note and Pledge Agreement attached thereto) under the terms of this Agreement will be resolved by arbitration before the American Arbitration Association within the County of Palm Beach, State of Florida.

15.2. CONSENT TO JURISDICTION, SITUS AND JUDGEMENT. The parties hereby irrevocably consent to the jurisdiction of the American Arbitration Association and the situs of the arbitration (and any requests for injunctive or other equitable relief) shall rest in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, State of Florida. Any award in arbitration may be entered in any domestic or foreign court having jurisdiction over the enforcement of such awards.

15.3. APPLICABLE LAW. The law applicable to the arbitration and this Agreement shall be that of the State of Florida, determined without regard to its provisions which would otherwise apply to a question of conflict of laws.

15.4. DISCLOSURE AND DISCOVERY. The arbitrator may, in its discretion, allow the parties to make reasonable disclosure and discovery in regard to any matters which are the subject of the arbitration and to compel compliance with such disclosure and discovery order. The arbitrator may order the parties to comply with all or any of the disclosure and discovery provisions of the Federal Rules of Civil Procedure, as they then exist, as may be modified by the arbitrator consistent with the desire to simplify the conduct and minimize the expense of the arbitration.

15.5. RULES OF LAW. Regardless of any practices of arbitration to the contrary, the arbitrator will apply the rules of contract and other law of the jurisdiction whose law applies to the arbitration so that the decision of the arbitrator will be, as much as possible, the same as if the dispute had been determined by a court of competent jurisdiction.

15.6. FINALITY AND FEES. Any award or decision by the American Arbitration Association shall be final, binding and non-appealable except as to errors of law or the failure of the arbitrator to adhere to the arbitration provisions contained in this Agreement. Each party to the arbitration shall pay its own costs and counsel fees except as specifically provided otherwise in this Agreement.

15.7. MEASURE OF DAMAGES. In any adverse action, the parties shall restrict themselves to claims for compensatory damages and/or securities issued or to be issued and no claims shall be made by any party or affiliate for lost profits, punitive or multiple damages.

15.8. COVENANT NOT TO SUE. The parties covenant that under no conditions will any party or any affiliate file any action against the other (except only requests for injunctive or other equitable relief) in any forum other than before the American Arbitration Association, and the parties agree that any such action, if filed, shall be dismissed upon application and shall be referred for arbitration hereunder with costs and attorney's fees to the prevailing party.

15.9. INTENTION. It is the intention of the parties and their affiliates that all disputes of any nature between them, whenever arising, under this Agreement based on whatever law, rule or regulation, whether statutory or common law, and however characterized, be decided by arbitration as provided herein and that no party or affiliate be required to litigate in any other forum any disputes or other matters except for requests for injunctive or equitable relief, or rights of affiliates of the Shareholders under a separate securities compliance services agreement or a secured note and pledge agreement executed in connection with the securities compliance services agreement.

15.10. SURVIVAL. The provisions for arbitration contained herein shall survive the termination of this Agreement for any reason.

## 16. GENERAL PROVISIONS.

16.1. FURTHER ASSURANCES. From time to time, each party will execute such additional instruments and take such actions as may be reasonably required to carry out the intent and purposes of this Agreement.

16.2. WAIVER. Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

16.3. BROKERS. Each party agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by the indemnifying party.

16.4. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or sent by prepaid first-class certified mail, return receipt requested, or recognized commercial courier service, as follows:

If to Fifth Avenue I, to:

Fifth Avenue I Acquisition Corporation  
301 Clematis Street, Suite 3000  
West Palm Beach, FL 33401

If to PlanetLink, to:

PlanetLink Communications, Inc.  
165 West Wieuca Road, Suite 205  
Atlanta, Georgia 30342

If to the Shareholders, to:

Thomas J. Craft, Jr.  
301 Clematis Street, Suite 3000  
West Palm Beach, FL 33401

and

Richard Rubin and Ivo Heiden  
730 Fifth Avenue, Suite 911  
New York, NY 10019

16.5. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

16.6. ASSIGNMENT. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by either party of its rights under this Agreement without the written consent of the other party shall be void.

16.7. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission shall be deemed to be evidence of the original execution thereof.

16.8. REVIEW OF AGREEMENT. Each party acknowledges that it has had time to review this Agreement and, as desired, consult with counsel. In the interpretation of this Agreement, no adverse presumption shall be made against any party on the basis that it has prepared, or participated in the preparation of, this Agreement.

16.9. SCHEDULES. All schedules attached hereto, if any, shall be acknowledged by each party by signature or initials thereon and shall be dated.

16.10. EFFECTIVE DATE. This effective date of this Agreement shall be \_\_\_\_\_, 2001.

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER AMONG FIFTH AVENUE I, PLANETLINK AND THE SHAREHOLDERS OF FIFTH AVENUE I IN WITNESS WHEREOF, the parties have executed this Agreement.


FIFTH AVENUE I ACQUISITION CORP.

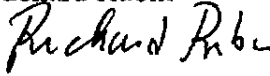
By: \_\_\_\_\_  
Thomas J. Craft, Jr., President

PLANETLINK COMMUNICATIONS, INC.

By:   
Kayode A. Aladestuyi, President/CEO

SHAREHOLDERS OF FIFTH AVENUE I ACQUISITION CORP.

Thomas J. Craft, Jr.  
  
By: Thomas J. Craft, Jr.

Richard Rubin  
  
By: Richard Rubin

Ivo Heiden  
  
By: Ivo Heiden

Exhibit A

Number of Fifth Avenue I Shares to be Surrendered	Number of Planet Link Shares to be Issued	Name of Shareholder	Address of Shareholder
400,000 Shares	182,443 Shares	Thomas J. Craft, Jr.	301 Clematis Street, Suite 3000, West Palm Beach, FL 33401
400,000 Shares	182,443 Shares	Richard Rubin	730 Fifth Avenue, Suite 911, New York, NY 10019
200,000 Shares	91,221 Shares	Ivo Heiden	730 Fifth Avenue, Suite 911, New York, NY 10019