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TALLAHASSEE, FLORIDA

Merger
5-7-07
DC

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Caraway, Grammel,Goldman, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Dennis Blackburn
(Contact Person)

Blackburn and Company
(Firm/Company)

5150 Belfort Road South, Building 500
(Address)

Jacksonville, Florida 32256
(City/State and Zip Code)

For further information concerning this matter, please call:

Dennis Blackburn At (904) 296-7713
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☐ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

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

ARTICLES OF MERGER
OF
CARAWAY GRAMMEL GOLDMAN, INC.

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

ARTICLE I – SURVIVING CORPORATION

The name of the surviving corporation is CARAWAY GRAMMEL GOLDMAN, INC., which was formed under the laws of and is subject to the jurisdiction of Florida.

ARTICLE II – MERGING CORPORATION

The name of the merging corporation is J. HEADLEY GROUP, INC., which was formed under the laws of and is subject to the jurisdiction of Florida.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE III – PLAN OF MERGER

The Plan of Merger is attached.

ARTICLE IV – EFFECTIVE DATE

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

ARTICLE V- ADOPTION OF MERGER BY SURVIVING CORPORATION

The Plan of Merger was adopted by the shareholders of the surviving corporation on October 26, 2006.

ARTICLE VI – ADOPTION OF MERGER BY MERGING CORPORATION

The Plan of Merger was adopted by the shareholders of the merging corporations on October 26, 2006.

CARAWAY GRAMMEL
GOLDMAN, INC.
a Florida corporation

By: _____
Its: President

J. HEADLEY GROUP, INC.,
a Florida corporation

By: _____
Its: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of October 26, 2006, by and among CARAWAY GRAMMEL GOLDMAN, INC., a Florida corporation ("CGG"), J. HEADLEY GROUP, INC., a Florida corporation ("Company"), and each of the persons listed under the caption "Signing Stockholders" on the signature page hereof, such persons being certain of the stockholders of the Company (each a "Signing Stockholder" and, collectively, the "Signing Stockholders."

RECITALS

A. Upon the terms and subject to the conditions of this Agreement and Plan of Merger ("Agreement"), and in accordance with Chapter 607 of the Florida Statutes (the "Florida Corporate Statutes"), CGG and Company intend to enter into a business combination transaction by means of a merger between CGG and the Company in which the Company will merge with and into CGG with CGG being the surviving entity, through an exchange of all the issued and outstanding shares of capital stock of the Company for shares of common stock CGG.

B. The Boards of Directors of CGG and the Company, respectively, have determined that the Merger (as defined in Section 1.1) is fair to, and in the best interests of, their respective companies and their respective stockholders.

C. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Florida Corporate Statutes, the Company shall be merged with and into CGG (the "Merger"), the separate corporate existence of the Company shall cease and CGG shall continue as the surviving corporation. CGG as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 Effective Time; Closing. Subject to the conditions of this Agreement, the parties hereto shall cause the Merger to be consummated by filing with the Secretary of State of the State of Florida in accordance with the relevant provisions of the Florida Corporate Statutes a Certificate of Merger (the "Certificate of Merger") (the time of such filing with the Secretary of State of the State of Florida, or such later time as may be agreed in writing by Company and CGG and specified in the Certificate of Merger, being the "Effective Time") as soon as practicable on or after the Closing Date (as herein defined). The term "Agreement" as used herein refers to this Agreement and Plan of Merger, as the same may be amended from time to time, and all schedules hereto. Unless this Agreement shall have been terminated pursuant to Section 8.1, the closing of the Merger (the "Closing") shall take place at such place as the parties shall agree but no later than March 1, 2007 (the "Closing Date"). Closing signatures may be transmitted by facsimile.

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the Florida Corporate Statutes. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Effect on Capital Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and this Agreement and without any action on the part of CGG, the Company or the holders of any of the securities of the Company, the following shall occur:

Each share of common stock, par value $1.00, of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time will be automatically converted into twenty-five (25) shares of CGG common stock, $1.00 par value ("CGG Common Stock"), which initial shares shall represent twenty percent (20%) of the issued and outstanding CGG Common Stock ("Initial Shares"), plus the right to receive, one year after the Closing Date, twenty-five (25) additional shares of CGG Common Stock (which additional shares shall represent thirteen and one-third percent (13.3333%)) of the then issued and outstanding CGG Common Stock. The shares of CGG Common Stock to be issued to the Company shareholders in the Merger shall be referred to as the "Merger Shares".

1.5 Surrender of Certificates. The certificates representing the Merger Shares issuable to holders of the Company Common Stock with respect to certificates for shares of Company Common Stock ("Company Certificates") shall be issued to the holders of Company Certificates upon surrender of the Company Certificates in the manner provided in this Section 1.5. Upon surrender of Company Certificates for cancellation to CGG or to

such other agent or agents as may be appointed by CGG, the holders of such Company Certificates shall be entitled to receive in exchange therefore the Initial Shares. One year after the Effective Time, the holders of the Company Certificates shall be entitled to receive the remaining Merger Shares.

1.6 Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Income Tax Regulations.

1.7 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company, the officers and directors of the Company will take all such lawful and necessary action.

1.8 Signing Stockholder Matters.

(a) By execution of this Agreement, shareholders of the Company signing this Agreement ("Signing Stockholders"), in his, her or its capacity as a stockholder of the Company, hereby approves and adopts this Agreement and authorizes the Company, its directors and officers to take all actions necessary for the consummation of the Merger and the other transactions contemplated hereby pursuant to the terms of this Agreement and its exhibits. Such execution shall be deemed to be action taken by the irrevocable written consent of each Signing Stockholder for purposes of Florida Corporate Statutes.

(b) Each Signing Stockholder, for itself only, represents and warrants as follows: (i) all Merger Shares to be acquired by such Signing Stockholder pursuant to this Agreement will be acquired for his, her or its account and not with a view towards distribution thereof; (ii) it understands that he, she or it must bear the economic risk of the investment in the Merger Shares, which cannot be sold by he, she or it unless it is registered under the Securities Act, or an exemption therefrom is available thereunder and then only in accordance with the terms of this Agreement; (iii) he, she or it has had both the opportunity to ask questions and receive answers from the officers and directors of CGG and all persons acting on its behalf concerning the business and operations of CGG and to obtain any additional information to the extent CGG possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of such information; (iv) that he, she or it is either (A) an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act or (B) a person possessing sufficient knowledge and experience in financial and business matters to

enable it to evaluate the merits and risks of an investment in CGG; and (v) he, she or it understands that the certificates representing the Merger Shares to be received by he, she or it may bear legends to the effect that the Merger Shares may not be transferred except upon compliance with (C) the registration requirements of the Securities Act (or an exemption therefrom) and (D) the provisions of this Agreement.

(c) Each Signing Stockholder, for himself, herself or itself, represents and warrants that: (A) such Signing Stockholder owns its Company Common Stock free and clear of all liens, claims, debts, charges and encumbrances; and that (B) the execution and delivery of this Agreement by such Signing Stockholder does not, and the performance of his, her or its obligations hereunder will not, require any consent, approval, authorization or permit of, or filing with or notification to, any court, administrative agency, commission, governmental or regulatory authority, domestic or foreign.

1.9 Name Change Amendment. CGG filed an amendment to its articles of incorporation on October 26, 2006, to change its name to: CARAWAY GRAMMEL GOLDMAN, INC.

1.10 Employment Agreement with J. Headley Goldman. Effective October 1, 2006, CGG entered into an employment agreement with JEANNE HEADLEY GOLDMAN, principal shareholder of the Company.

ARTICLE II
REPRESENTATIONS AND WARRANTIES AS TO COMPANY

The Company and the Signing Shareholders hereby, jointly and severally, represent and warrant to, and covenant with CGG as follows:

2.1 Organization and Qualification. (a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being or currently planned by the Company to be conducted. The Company is in possession of all franchises, grants, authorizations, licenses, permits, easements, consents, certificates, approvals and orders ("Approvals") necessary to own, lease and operate the properties it purports to own, operate or lease and to carry on its business as it is now being or currently planned by the Company to be conducted.

(b) Complete and correct copies of the certificate of incorporation and by-laws (or other comparable governing instruments with different names) (collectively referred to herein as "Charter Documents") of the Company, as amended and currently in effect,

have been heretofore delivered to CGG or CGG's counsel. The Company is not in violation of any of the provisions of the Company's Charter Documents.

(c) The minute books of the Company contain true, complete and accurate records of all meetings and consents in lieu of meetings of its Board of Directors (and any committees thereof), similar governing bodies and stockholders ("Corporate Records") since the time of the Company's organization. Copies of such Corporate Records of the Company have been heretofore delivered to CGG or its counsel.

(d) The stock transfer and ownership records of the Company contain true, complete and accurate records of the securities ownership as of the date of such records and the transfers involving the capital stock and other securities of the Company since the time of the Company's organization. Copies of such records of the Company have been heretofore delivered to CGG or CGG's counsel.

2.2 Capitalization.

(a) The authorized capital stock of the Company consists of 10,000 shares of authorized Company Common Stock, of which 500 shares (100 voting and 400 nonvoting) are issued and outstanding as of the date of this Agreement, all of which are validly issued, fully paid and nonassessable.

(b) As of the date of this Agreement: (i) no shares of Company Common Stock are reserved for issuance upon the exercise of outstanding options to purchase Company Common Stock granted to employees of Company or other parties ("Company Stock Options; and (ii) all outstanding shares of Company Common Stock have been issued and granted in compliance with all applicable securities laws and (in all material respects). The Company has heretofore delivered to CGG true and accurate copies of a list of the holders of Company Common Stock, including their names and the numbers of shares of Company Common Stock underlying such holders' Company Common Stock.

(c) There are no registration rights, and there is no voting trust, proxy, rights plan, anti-takeover plan or other agreement or understanding to which the Company is a party or by which the Company is bound with respect to any equity security of any class of the Company.

2.3 Authority Relative to this Agreement. The Company has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, to consummate the transactions contemplated hereby (including the Merger). The execution and delivery of this Agreement and the consummation by the Company of the transactions contemplated hereby (including the Merger) have been duly

and validly authorized by all necessary corporate action on the part of the Company (including the approval by its Board of Directors and stockholders, subject in all cases to the satisfaction of the terms and conditions of this Agreement), and no other corporate proceedings on the part of the Company or its stockholders are necessary to authorize this Agreement or to consummate the transactions contemplated hereby pursuant to the Florida Corporate Statutes. This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery thereof by the other parties hereto, constitutes the legal and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

2.4 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by the Company do not, and the performance of this Agreement by the Company shall not, (i) conflict with or violate the Company's Charter Documents, (ii) conflict with or violate any legal requirements, (iii) result in any breach of or constitute a default under, or materially impair the Company's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of the Company pursuant to, any Company Contracts or (iv) result in the triggering, acceleration or increase of any payment to any person pursuant to any Company Contract, including any "change in control" or similar provision of any Company Contract.

(b) The execution and delivery of this Agreement by the Company does not, and the performance of its obligations hereunder will not, require any consent, approval, authorization or permit of, or filing with or notification to, any governmental entity or other third party.

2.5 Compliance. The Company has complied with and is not in violation of any legal requirements with respect to the conduct of its business, or the ownership or operation of its business, except for failures to comply or violations which, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the Company. The Company is not in default or violation of any term, condition or provision of any applicable Charter Documents. No written notice of non-compliance with any legal requirements has been received by the Company.

2.6 Financial Records.

(a) The Company has made available to CGG its books of account, minute books, stock certificate books and stock transfer ledgers and other similar books and records of the Company ("Company Records") which have been maintained in accordance with good business practice, are complete and correct in all material respects and there have been no material transactions that are required to be set forth therein and which have not been so set forth.

(b) The Company has no liabilities (absolute, accrued, contingent or otherwise) of a nature which are, individually or in the aggregate, material to the business, except: (i) liabilities provided for in or otherwise disclosed in the Company Records, and (ii) such liabilities arising in the ordinary course of the Company's business since the date of CGG's inspection of the Company Records which liabilities have been disclosed to CGG.

2.7 Employee Benefit Plans. The Company does not maintain any employee benefit plans except those disclosed in writing to CGG.

2.8 Taxes. Definition of Taxes. For the purposes of this Agreement, "Tax" or "Taxes" refers to any and all federal, state, local and foreign taxes, including, without limitation, gross receipts, income, profits, sales, use, occupation, value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, assessments, governmental charges and duties together with all interest, penalties and additions imposed with respect to any such amounts and any obligations under any agreements or arrangements with any other Person with respect to any such amounts and including any liability of a predecessor entity for any such amounts.

(a) The Company has timely filed all federal, state, local and foreign returns, estimates, information statements and reports relating to Taxes ("Returns") required to be filed by the Company with any Tax authority prior to the date hereof, except such Returns which are not material to Company. All such Returns are true, correct and complete in all material respects. The Company has paid all Taxes shown to be due and payable on such Returns.

(b) All Taxes that the Company is required by law to withhold or collect have been duly withheld or collected, and have been timely paid over to the proper governmental authorities to the extent due and payable.

(c) The Company has not been delinquent in the payment of any material Tax nor is there any material Tax deficiency outstanding, proposed or assessed against the Company, nor has the Company executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(d) To the knowledge of the Company, no audit or other examination of any Return of the Company by any Tax authority is presently in progress, nor has the Company been notified of any request for such an audit or other examination.

(e) No adjustment relating to any Returns filed by the Company has been proposed in writing, formally or informally, by any Tax authority to the Company or any representative thereof.

(f) The Company has no liability for any material unpaid Taxes.

(g) The Company has not taken any action and does not know of any fact, agreement, plan or other circumstance that is reasonably likely to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

2.9 Agreements, Contracts and Commitments.

(a) The Company has provided a written list to CGG of Company's material contracts ("Company Contract"). Each Company Contract was entered into at arms' length and in the ordinary course, is in full force and effect and is valid and binding upon and enforceable against each of the parties thereto.

(b) Neither the Company nor, to the best of Company's knowledge, any other party thereto is in breach of or in default under, and no event has occurred which with notice or lapse of time or both would become a breach of or default under, any Company Contract, and no party to any Company Contract has given any written notice of any claim of any such breach, default or event, which, individually or in the aggregate, are reasonably likely to have a material adverse effect on the Company. Each agreement, contract or commitment to which the Company is a party or by which it is bound that has not expired by its terms is in full force and effect. The Company has not received any notice, written or oral, of anticipated termination of any Affiliation Agreement by any other party thereto.

(c) Except as disclosed in writing to CGG, the Company has no indebtedness for borrowed money.

2.10 Board Approval. The board of directors of the Company has, as of the date of this Agreement, duly approved this Agreement and the transactions contemplated hereby.

2.11 Signing Stockholder Approval. The shares of Company Common Stock owned by the Signing Stockholders constitute, in the aggregate, the requisite amount of

shares necessary for the adoption of this Agreement and the approval of the Merger by the stockholders of the Company in accordance with the Florida Corporate Statutes.

2.12 Representations and Warranties Complete. The representations and warranties of the Company included in this Agreement and any list, statement, document or information set forth in, or attached to, any Schedule provided pursuant to this Agreement or delivered hereunder, are true and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, under the circumstance under which they were made.

2.13 Survival of Representations and Warranties. The representations and warranties of the Company set forth in this Agreement shall survive the Closing.

CONDUCT PRIOR TO CLOSING

3.1 Conduct of Business. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Closing, each of the Company and CGG shall, except to the extent that the other party shall otherwise consent in writing, carry on its business in the usual, regular and ordinary course consistent with past practices, in substantially the same manner as heretofore conducted and in compliance with all applicable laws and regulations (except where noncompliance would not have a material adverse effect), pay its debts and taxes when due subject to good faith disputes over such debts or taxes, pay or perform other material obligations when due, and use its commercially reasonable efforts consistent with past practices and policies to (i) preserve substantially intact its present business organization, (ii) keep available the services of its present officers and employees and (iii) preserve its relationships with customers, suppliers, distributors, licensors, licensees, and others with which it has significant business dealings. Notwithstanding the foregoing, CGG may make distributions to its shareholders of cash reserves accumulated from operations prior to Closing.

ARTICLE IV
CONDITIONS TO OBLIGATIONS TO CLOSE

The obligations on the Effective Date of the parties contained herein are subject to the satisfaction or waiver of the following conditions precedent on or prior to the Closing:

4.1 Truth of Representations and Warranties. The representations and warranties of the other party contained in this Agreement shall be true and correct on and

as of the Closing with the same effect as though such representations and warranties had been made on and as of such date.

4.2 Performance of Agreements. All of the acts of the other party to be performed on or before the Closing pursuant to the terms hereof shall have been duly performed.

4.3 No Proceedings. No action or proceeding shall have been instituted or, to the best knowledge, information and belief of the other party, threatened before or by a governmental body or agency or by any third party to restrain or prohibit any of the transactions contemplated hereby, and there shall not be in effect any injunction or order enjoining or restraining the consummation of the transactions contemplated hereby.

4.4 Proceedings. All proceedings to be taken in connection with the transactions contemplated by this Agreement, and all documents incident hereto and thereto, shall be reasonably satisfactory in form and substance to each party and its counsel, and each party shall have received copies of all such documents and other evidence as it or its counsel reasonably may request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith.

ARTICLE V
SURVIVAL OF REPRESENTATIONS; INDEMNITY

5.1 Survival of Representations. The respective representations and warranties of the parties contained in this Agreement shall survive the consummation of the transactions contemplated hereby for a period of two (2) years after the Closing Date.

5.2 Indemnification. The parties, respectively, shall each indemnify the other party against and hold them harmless from all damages, losses, expenses, claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees and court costs, assessed, incurred or sustained by or against the other party with respect to or arising out of (i) the failure of any representation or warranty made by the other party in this Agreement to be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, or (ii) the failure of the other party to fulfill any of the other party's covenants or agreements hereunder.

5.3 Notice. Each party hereto shall give the indemnifying party prompt written notice of any claim, assertion, event or proceeding by or in respect of a third party of which it has knowledge concerning any liability or damage as to which it may request indemnification hereunder. The party providing indemnification shall have the obligation, if

requested by the indemnified party, at all times to defend any such claim or proceeding. All indemnification payments required to be made pursuant to this Article shall be made promptly after demand for payment has been made by the indemnified party upon the indemnifying party.

ARTICLE VI
MISCELLANEOUS

6.1 Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

6.2 Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered or mailed by registered or certified mail postage prepaid, or if sent by telex or telefax (in each case promptly confirmed by registered or certified mail postage prepaid), or by overnight courier, addressed as follows:

If to CGG, to:
John Caraway
c/o 1510 South Second St. Ste.A
Jacksonville Beach, FL 32250

If to Company, to:
Jeanne Headley Goldman
160 Cattail Circle
Jacksonville, FL 32259

or such other address as any party hereto shall have designated by notice in writing to the other parties hereto. Unless otherwise provided herein, all notices, demands, and requests sent in the manner provided herein shall be effective upon the earlier of delivery thereof or three days after the mailing thereof by registered or certified mail.

6.3 Waivers. Either party hereto may, by written notice to the other parties hereto, (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the conditions to its obligations contained in this Agreement; or (d) waive or modify performance of any of the obligations of the other party under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation any investigation by or on behalf of either party, shall be deemed to constitute a waiver by either party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any party hereto of a breach of

any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

6.4 Specific Performance. Each party hereto acknowledges and agrees that the remedy at law for any breach of this Agreement would be inadequate, and agrees and consents that temporary and permanent injunctive and other relief may be granted without proof of actual damage or inadequacy of legal remedy in any proceeding that may be brought to enforce any of the provisions of this Agreement.

6.5 Entire Agreement. This Agreement, together with the Exhibits hereto and documents executed in conjunction herewith, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, oral and written, by or among the parties hereto with respect to the subject matter hereof.

6.6 Interpretation. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and performed in Florida. The parties acknowledge and agree that they have been represented by counsel and that they have participated in the drafting of this Agreement. Accordingly, the parties agree that the language, terms and conditions in this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities of the parties in connection with the preparation of this Agreement.

6.7 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

6.8 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6.9 Assignability. Neither this Agreement nor any of the parties' rights or obligations hereunder shall be assignable by any party hereto without the prior written consent of the other parties hereto.

6.10 Expenses. Except as otherwise provided herein, the parties hereto shall pay all of their own expenses relating to the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of their respective attorneys, accountants and financial advisers. In the event of litigation or other adversary proceeding with respect to this Agreement or the transactions contemplated hereby, the nonprevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and court costs incurred in connection therewith.

6.11 Amendments. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto.

6.12 No Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to create any rights in any person other than Purchaser and Seller.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been duly executed and delivered as of the date first above written.

CARAWAY GRAMMEL GOLDMAN, INC.

By: John C. Caraway
Its: President

J. HEADLEY GROUP, INC.

By: Jeanne Headley Goldman
Its: President

SIGNING SHAREHOLDER OF COMPANY:

Jeanne Headley Goldman
Jeanne Headley Goldman