

P05000160986

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08 JUL 17 AM 11:44

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Hinger  
CRB 7/21

**SHELL, FLEMING, DAVIS & MENGE**  
**ATTORNEYS AT LAW**

**BRADEN K. BALL, JR.**  
**MAUREEN DUGNAN**  
Board Certified Criminal Trial Lawyer  
Also Licensed In New York  
**THOMAS J. GILLIAM, JR.**  
**BRIAN W. HOFFMAN**  
**CHARLES L. HOFFMAN, JR.**  
J.D.M. in Taxation  
**MATTHEW C. HOFFMAN**  
Also Licensed In Alabama  
**DANNY L. KEPNER**  
Board Certified Civil Trial Lawyer  
**JILL K. SATTERWHITE**  
J.D.M. in Taxation  
Also Licensed In Alabama  
**JAMES A. SHEA, JR.**  
Also Licensed In Alabama and Georgia  
**STEPHEN B. SHELL**  
Board Certified Real Estate Lawyer  
**B. TYLER WHITE**  
**SUSAN A. WOOLF**

**BRIAN W. HOFFMAN**

**TELEPHONE ♦ (850) 434-2411 ext. 142**  
**FACSIMILE ♦ (850) 435-1074**  
**E-MAIL ♦ bhoffman@shellfleming.com**

*OF COUNSEL:*  
**THURSTON A. SHELL**  
**FLETCHER FLEMING**

**ROLLIN D. DAVIS, JR.**  
(1932-2002)  
**M.J. MENGE**  
(1936-2007)

**226 PALAFOX PLACE**  
**NINTH FLOOR, SEVILLE TOWER**  
**PENSACOLA, FLORIDA 32502**

**MAIL TO:**  
**POST OFFICE BOX 1831**  
**PENSACOLA, FLORIDA 32591-1831**

July 15, 2008

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: SDG Partners, Inc.  
Merger

To Whom It May Concern:

Please find enclosed our firm check that was inadvertently left out of the previous Federal Express with the filing in the amount of \$70.00.

If you have any questions or need any additional information, please give me a call.  
Thank you.

Sincerely,

Shell, Fleming, Davis & Menge

  
Joann Chavis, Florida Registered Paralegal for  
Brian W. Hoffman

BWH/jc

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July 15, 2008

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: SDG Partners, Inc.  
Merger

To Whom It May Concern:

Please find enclosed our Cover Letter, Articles of Merger of Harris, Mccauley, Remer, Inc., a Florida Corporation into SDG Partners, Inc., the Plan of Merger and our firm check in the amount of \$70.00.

If you have any questions or need any additional information, please give me a call.  
Thank you.

Sincerely,

Shell, Fleming, Davis & Menge

*Joan Chavis*  
Joan Chavis, Florida Registered Paralegal for  
Brian W. Hoffman

RECEIVED  
2008 JUL 17 AM 8:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*No Money received  
called 7/18*



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 18, 2008

JOANN CHAVIS, PARALEGAL FOR BRIAN HOFFMAN  
SHELL, FLEMING, DAVIS & MENGE P.A.  
226 PALAFOX PLACE, NINTH FL SEVILLE TWR  
PENSACOLA, FL 32502

SUBJECT: SDG PARTNERS, INC.  
Ref. Number: P05000160986

*sent*  
*Joann M. Fleming*  
*sent*  
*check*

We have received your document for SDG PARTNERS, INC., however, upon receipt of your document no check was enclosed. Please return your **document** along with a **check** or **money order** made payable to the Department of State for \$70.00.

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

There is a fee of \$70.00 due.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson  
Document Specialist Supervisor

Letter Number: 108A00042080

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** SDG Partners, 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:

Brian W. Hoffman

(Contact Person)

Shell, Fleming, Davis, & Menge, P.A.

(Firm/Company)

226 Palafox Place, Ninth Floor Seville Tower

(Address)

Pensacola, FL 32502

(City/State and Zip Code)

For further information concerning this matter, please call:

Brian W. Hoffman

(Name of Contact Person)

A1 ( 850 ) 434-2411

(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

HARRIS, MCCAULEY, REMER INC.  
a Florida Corporation

into

SDG PARTNERS, INC.  
a Florida Corporation

FILED  
08 JUL 17 AM 11:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of §607.1105, Florida Statutes, the undersigned corporations adopt the following Articles of Merger for exchanging shares between SDG PARTNERS, INC. and HARRIS, MCCAULEY, REMER INC.:

1. The names of the corporations which are parties to this merger are SDG PARTNERS, INC. and HARRIS, MCCAULEY, REMER, INC.. The surviving corporation is SDG PARTNERS, INC., is a Florida corporation ("Surviving Corporation") with Document Number P05000160986. The corporation is HARRIS, MCCAULEY, REMER, INC., is a Florida corporation ("Merging Corporation") with Document Number P06000036377.

2. The Plan of Merger is attached hereto.

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

4. The Plan of Merger was adopted by the board of directors and the Shareholders of the Surviving Corporation on the 5<sup>th</sup> day of June, 2008.

5. The Plan of Merger was adopted by the board of directors and the Shareholders of the Merging Corporation on the 5<sup>th</sup> day of June, 2008.

Executed this 5 day of June, 2008.

SDG PARTNERS, INC.

HARRIS, MCCAULEY, REMER, INC.

By: \_\_\_\_\_

Robert Harris, President

By: \_\_\_\_\_

Brian W. Fultz, President

Attest: \_\_\_\_\_

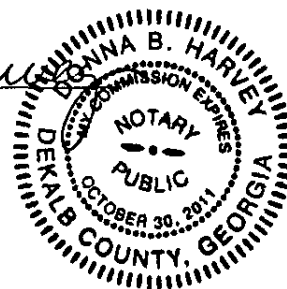
Deserie McCauley, Secretary

Attest: \_\_\_\_\_

STATE OF Georgia  
COUNTY OF DeKalb

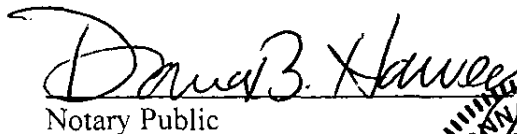
Before me, the undersigned authority, personally appeared, Brian W. Fultz, the President of SDG PARTNERS, INC., and who, after being duly sworn, states that he is authorized to sign the Articles of Merger between SDG PARTNERS, INC. and HARRIS, MCCAULEY, REMER INC., and that he signed the same on behalf of SDG PARTNERS, INC. in his capacity as President.

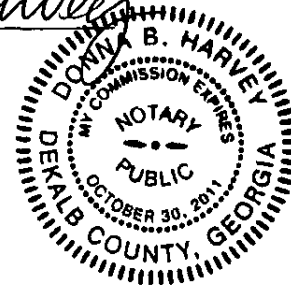
  
Notary Public



STATE OF Georgia  
COUNTY OF DeKalb

Before me, the undersigned authority, personally appeared Robert Harris, the President of HARRIS, MCCAULEY, REMER, INC., and who, after being duly sworn, states that he is authorized to sign the Articles of Merger between SDG PARTNERS, INC. and HARRIS, MCCAULEY, REMER INC., and that he signed the same on behalf of HARRIS, MCCAULEY, REMER INC. in his capacity as President.

  
Notary Public



ARTICLES OF  
MERGER

of

HARRIS, MCCAULEY, REMER INC.  
a Florida Corporation

into

SDG PARTNERS, INC.  
a Florida Corporation

FILED  
08 JUL 17 AM 11:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of §607.1105, Florida Statutes, the undersigned corporations adopt the following Articles of Merger for exchanging shares between SDG PARTNERS, INC. and HARRIS, MCCAULEY, REMER INC.:

1. The names of the corporations which are parties to this merger are SDG PARTNERS, INC. and HARRIS, MCCAULEY, REMER, INC.. The surviving corporation is SDG PARTNERS, INC., is a Florida corporation ("Surviving Corporation") with Document Number P05000160986. The corporation is HARRIS, MCCAULEY, REMER, INC., is a Florida corporation ("Merging Corporation") with Document Number P06000036377.

2. The Plan of Merger is attached hereto.

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

4. The Plan of Merger was adopted by the board of directors and the Shareholders of the Surviving Corporation on the 5<sup>th</sup> day of June, 2008.

5. The Plan of Merger was adopted by the board of directors and the Shareholders of the Merging Corporation on the 5<sup>th</sup> day of June, 2008.

Executed this 5<sup>th</sup> day of June, 2008.

SDG PARTNERS, INC.

By: \_\_\_\_\_  
Robert Harris, President

Attest: \_\_\_\_\_  
Deserie McCauley, Secretary

HARRIS, MCCAULEY, REMER, INC.


By: Brian W. Fultz  
Brian W. Fultz, President

Attest: Brian W. Fultz  
Secretary



STATE OF GEORGIA  
COUNTY OF FULTON

Before me, the undersigned authority, personally appeared, Brian W. Fultz, the President of SDG PARTNERS, INC., and who, after being duly sworn, states that he is authorized to sign the Articles of Merger between SDG PARTNERS, INC. and HARRIS, MCCAULEY, REMER INC., and that he signed the same on behalf of SDG PARTNERS, INC. in his capacity as President.

  
\_\_\_\_\_  
Notary Public  
**JOSEPH E. CASATELLI**  
Notary Public, Fulton County, Georgia  
My Commission Expires August 29, 2009

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared Robert Harris, the President of HARRIS, MCCAULEY, REMER, INC., and who, after being duly sworn, states that he is authorized to sign the Articles of Merger between SDG PARTNERS, INC. and HARRIS, MCCAULEY, REMER INC., and that he signed the same on behalf of HARRIS, MCCAULEY, REMER INC. in his capacity as President.

\_\_\_\_\_  
Notary Public

## Plan of Merger

This Plan of Merger dated June 5, 2008, is between **Harris, McCauley, Remer Inc.**, a Florida corporation, ("HMR" or "Disappearing"), and **SDG Partners, Inc.**, a Florida corporation ("SDG" or "Surviving"). *In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:*

### 1. Merger and Delivery of Shares.

1.1. Merger. On the Closing Date and in reliance on the representations, warranties and agreements made herein or in certificates or other instruments delivered pursuant hereto, Disappearing will merge (the "Merger") into Surviving, which shall continue as the surviving corporation under the laws of Florida as provided for in sections 607.1101 et. seq. of the Florida Statutes, pursuant to this Plan upon the filing of the Articles of Merger (the "Articles") in the form attached as Exhibit "A" hereto. Each party shall obtain within ten (10) days after the date hereof, approval of the Plan and the Articles by their respective boards of directors and shareholders. The Articles shall be filed with the Florida Department of State on the Closing Date, as hereinafter defined.

1.2. Delivery of Shares. Upon the filing of the Articles on the Closing Date and the surrender to Surviving by the shareholders of Disappearing (the "Shareholders") of certificates representing shares of Disappearing owned by each of such Shareholders, Surviving shall, pursuant to this Plan, deliver to the Shareholders certificates representing validly issued, fully paid and non-assessable shares of Common Stock of Surviving, registered in the respective names of the Shareholders as follows: for each issued and outstanding share of Disappearing, 1 (one) share or fractional equivalent of Common Stock of Surviving shall be delivered such that the Shareholders of Disappearing shall have a fifty percent (50%) interest in Surviving and the existing shareholders of Surviving shall retain the remaining fifty percent (50%) interest. Such certificates shall bear legends to the effect that the shares represented thereby are being acquired for investment and may not be transferred, sold, pledged, hypothecated or otherwise disposed of except in a manner which is, in the opinion of counsel for Surviving, consistent with applicable securities laws and regulations.

1.3 Bylaws. Surviving's Bylaws shall be replaced with the new Bylaws effective on the date of the closing.

**2. Closing.** The closing of the transactions contemplated by this Plan (the "Closing") shall take place at the offices of Shell, Fleming, Davis & Menge, P.A. on the first business day after the last of the approvals referred to in paragraph 1.1 have been obtained (the "Closing Date") but if the Closing has not occurred by July 31, 2008, then either party may terminate this Plan pursuant to Section 3 below. At the Closing, upon notification that the Articles have been filed with the Florida Department of State, the deliveries of the stock certificates, other certificates, opinions and other documents herein provided for shall be made and shall be deemed to have been made simultaneously.

**3. Termination.** This Plan may be terminated at any time prior to the Closing Date before or after shareholder approval and notwithstanding any favorable shareholder action, by notice given in writing and signed on behalf of the party exercising the power of termination, but only if the following conditions are also complied with:

3.1. By Mutual Agreement. By mutual agreement signed by the parties hereto.

3.2. By Disappearing or Surviving. At the election of Disappearing or Surviving in the event that the approvals of the Board of Directors and Shareholders of the party electing to terminate have not been obtained within ten (10) days after the date of this Plan.

3.3. By Surviving. At the election of Surviving in the event that:

(i) Any of the representations and warranties of Disappearing contained in this Plan or in any exhibit, list, certificate or document delivered by Disappearing to Surviving shall prove to be materially untrue;

(ii) Disappearing shall breach any covenant or agreement set forth in this Plan; or

(iii) The conditions precedent to Surviving's obligations under this Plan shall not have been fulfilled or waived in writing by Surviving on or before the Closing Date.

3.4. By Disappearing. At the election of Disappearing in the event that:

(i) Any of the representations and warranties of Surviving contained in this Plan or in any exhibit, list, certificate or document delivered by Surviving to Disappearing shall prove to be materially untrue;

(ii) Surviving shall breach any covenant or agreement set forth in this Plan; or

(iii) The conditions precedent to the obligations of Disappearing under this Plan shall not have been fulfilled or waived in writing by Disappearing on or before the Closing Date.

3.5. Effect of Termination. In the event of the termination and abandonment of this Plan, it shall become void and have no effect without any liability on the part of either of the parties hereto except that Section 9.4 shall continue in effect notwithstanding such termination or abandonment. Termination of this Plan pursuant to this Section 3 shall not in and of itself constitute a breach of this Plan.

**4. Representations and Warranties of Disappearing.** Disappearing represents and warrants to Surviving that each of the statements made below in this Article 4 is true and complete in respect to Disappearing:

4.1. Organization, Good Standing, Power. It is a corporation duly organized, validly existing and in good standing under the laws of Florida and has all requisite power to own, lease and operate its properties, and to carry on its business as now being conducted and is fully qualified in any foreign jurisdiction where its business activity requires such qualification. Copies of its Articles of Incorporation and all amendments and its Bylaws, as amended to date, which have been delivered pursuant hereto are complete and correct.

4.2. Capitalization; Absence of Options, Warrants. Its authorized, issued and outstanding capital stock is as follows: Ten Thousand (10,000) shares are authorized, one thousand (1,000) shares issued of which one thousand (1,000) are outstanding and zero (0) are held as treasury shares. All of such shares are duly authorized, validly issued, fully paid and non-assessable with no liability attaching to the ownership thereof. There are no existing options, warrants, calls, agreements, securities convertible into or commitments of any character relating to the authorized or issued shares of its capital stock.

4.3. No Subsidiaries. It has no subsidiaries and owns no shares or any other interest in any other corporation, partnership, joint venture or other business association.

4.4. Effect of Plan. Its execution, delivery and performance of this Plan does not violate, with or without the giving of notice or the passage of time, or both, any provision of law applicable to it and does not conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of its property or assets pursuant to its Articles of Incorporation or bylaws or any indenture, mortgage, deed of trust or other agreement or instrument, to which it is a party or by which it or any of its assets or properties may be bound.

4.5. Financial Statements. Its Balance Sheet as of JUNE 5, 2008 (the "Balance Sheet"), and the related Statement of Income and Retained Earnings for the twelve months then ended, including any related notes, heretofore delivered pursuant hereto, fairly present its assets, liabilities and financial position and the results of its operations as of such date, except as otherwise disclosed in writing in this Plan or pursuant hereto.

4.6. Absence of Undisclosed Liabilities. Except for obligations and liabilities otherwise disclosed in this Plan or pursuant hereto, the Balance Sheet makes full and adequate provisions for all of its material obligations and liabilities (fixed or contingent) as of the date thereof, and as of that date it had no obligations or liabilities (fixed or contingent) of a material nature except as and to the extent reflected or reserved against on the Balance Sheet or in any notes thereto.

4.7. Absence of Certain Changes or Events. Since March 31, 2008, except as otherwise disclosed in writing in this Plan or pursuant hereto, it has not:

(a) incurred any obligation or liability (fixed or contingent) except trade or business obligations incurred in the ordinary course of business, which are not (either individually or in the aggregate) materially adverse;

(b) discharged or satisfied any lien or encumbrance or paid any obligation or liability (fixed or contingent), except current liabilities included in the Balance Sheet, current liabilities incurred since the date of the Balance Sheet in the ordinary course of business, and obligations and liabilities under and reflected in contracts, leases or documents referred to in Section 4.9;

(c) mortgaged, pledged or voluntarily subjected to lien, charge, security interest or to any other encumbrance, any of its assets or properties;

(d) transferred or leased any part of its assets or properties, except for a fair consideration in the ordinary course of business;

(e) cancelled or compromised any debt or claim, except for adjustments made with respect to contracts for the purchase of supplies or for the sale of services or products in the ordinary course of business, which are not (either individually or in the aggregate) materially adverse;

(f) waived or released any rights of any material value; and

(g) transferred or granted any rights under any concessions, leases, licenses, agreements, or patents.

4.8. Title to Properties; Absence of Liens and Encumbrances. It has good and marketable title to its assets (including without limitation the assets reflected in the Balance Sheet, except as since sold or otherwise disposed of in the ordinary course of business), free and clear of all liens, claims and encumbrances. It is not knowingly in violation of any applicable law, ordinance, regulation, order or requirement relating to its operations or its owned or leased properties. All leases pursuant to which it leases any real or personal property are valid and binding in accordance with their respective terms and there is not under any of such leases any default or event of which it has actual knowledge and which with notice or lapse of time, or both, would constitute a default.

4.9. List of Properties, Contracts and Other Data. It has delivered hereunder correct and complete lists of the following in respect to it:

(a) any real property owned of record or beneficially and all leases of real property, with copies of said leases;

(b) all rights and licenses to which it is a party, and a brief description of the terms thereof;

(c) all policies of insurance in force (with a notation as to the status of premiums paid thereon) with respect to its properties, buildings, machinery, equipment, furniture, fixtures, operations and employees and to any Shareholder on which it is presently paying the premiums;

(d) all existing contracts and commitments (including without limitation mortgages, loan agreements and credit agreements) to which it is a party, except for contracts or commitments terminable by it without liability or expense on thirty days' notice or less and for contracts or commitments for the purchase or sale of merchandise or services entered into in the ordinary course of business, the performance of which will extend over a period of less than three months and which will not have any materially adverse effect on its properties or business;

(e) all collective bargaining agreements, employment and consulting agreements, executive compensation plans, bonus plans, deferred compensation agreements, pension or retirement plans, profit-sharing plans, stock purchase and stock option plans, hospitalization insurance and pension plans or other plans or arrangements providing for employee benefits;

(f) the names and current annual compensation rates of all employees whose current annual compensation rate is \$ \_\_\_\_\_ or more; and

(g) the names, ages and current annual unfunded pension rates of any retired employees who are receiving or are entitled to receive any payments other than pursuant to any pension plan.

True and complete copies of each of the documents referred to in such lists have either been delivered pursuant hereto or are available for inspection in the offices of the corporation to which it relates. All such rights, concessions, leases, registrations, applications, contracts and commitments referred to in such lists are valid and enforceable in accordance with their respective terms for the period stated therein and none of the parties thereto is in default of any of their respective obligations thereunder. With respect to all contracts, agreements, arrangements, or other commitments set forth in any list delivered pursuant to this Section 4.9, Disappearing further represents and warrants:

(i) that none of such contracts, agreements, arrangements, and other commitments contains any provisions, term or condition materially adverse to the corporation to which it relates which is not disclosed therein or on any such list;

(ii) that all such agreements, contracts, arrangements and other commitments which are oral contain no provision, term or condition materially adverse to the corporation to which it relates which is not disclosed on any such list; and

(iii) that there are not any existing laws, regulations or decrees which will materially and adversely affect any such rights, concessions, charters, licenses, leases, registrations, obligations, contracts or commitments.

4.10. **Litigation.** There is no material litigation, proceeding or investigation pending, threatened against or relating to it, or its properties or business, or the transactions contemplated by this Plan, which might result in any material adverse effect on its business, properties, operations, prospects, or assets, or in its condition, financial or otherwise, nor is there any fact known to it, which it reasonably believes would be the basis for any such action.

4.11. **Books and Records.** Its books and records for the last five years (or the shorter period of its corporate existence) are in all material respects complete and correct and have been maintained in accordance with good business practice.

4.12. **Other Information.** None of the representations and warranties of Disappearing in this Plan or in any of the documents required to be furnished pursuant to this Plan is false or misleading in

any material respect or contains any material misstatement of fact or omits to state any material fact required to be stated to make the statements therein not misleading.

4.13. Compliance With Applicable Laws. The conduct of its businesses does not violate or infringe any laws, statutes, ordinances or regulations or any right or concession, patent, trademark, trade name, copyright, know-how or other proprietary rights of others, the enforcement of which would materially and adversely affect its business or the value of its properties or assets.

4.14. Accounts Receivable. The accounts receivable reflected on the Balance Sheet and arising thereafter to and including the Closing Date, arose and will arise from bona fide transactions in the ordinary course of business and are fully collectible, subject to the reserve for doubtful accounts on the Balance Sheet. The amount reflected on the Balance Sheet is accurately reflected in the invoices and statements rendered by Disappearing.

4.15. Condition of Machinery and Equipment. The property, plant and equipment owned, leased or operated by it are, and as of Closing will be, in good, safe and operable condition or repair, reasonable wear and tear excepted, duly licensed or permitted and suitable for the uses for which intended. The same has been maintained in accordance with manufacturers' recommendations and maintenance policies and procedures of Disappearing. The operators of same are duly licensed, trained and qualified as such.

4.16. Authority Relative to the Plan. The execution, delivery and performance of this Plan and Articles of Merger have been duly and validly authorized by all necessary corporate action. It is not subject to any charter, bylaw, mortgage, lien, lease, agreement, instrument, order, judgment, decree, law, statute, ordinance or regulation or any other restriction of any kind or character which would prevent it from entering into this Plan or the Articles of Merger, or from consummating the transactions contemplated hereby and thereby, in accordance with the terms hereof and thereof.

4.17. Environmental.

(a) Disappearing represents and warrants to Surviving that no pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively "Materials") have been discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape (collectively referred to as the "Incident") on or from any of the Premises or disposed of by Disappearing or any of its subsidiaries, in connection with the Business or, to the best of knowledge of Disappearing, any person acting on Disappearing's behalf at any other property or location (a "Site") in violation of any federal, state or local statutes, laws or regulations.

(b) To the best of Disappearing's knowledge after due inquiry, no asbestos or asbestos-containing materials have been installed (and have not since been removed), used, incorporated into, or disposed of on any of the Premises or in connection with the Business, and Disappearing

has not installed, used, incorporated into, or disposed of any asbestos or asbestos-containing materials on any Site or in connection with the Business.

(c) To the best of Disappearing's knowledge and its subsidiaries no polychlorinated biphenyls ("PCBs") are located on or in any of the Premises in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device. Disappearing has not installed, used, incorporated into, or disposed of any PCBs or PCB-containing equipment or materials on or in any of the Premises or any Site, or in connection with the Business in violation of any federal, state or local statutes, laws or regulations.

(d) To the best of the knowledge of Disappearing and its subsidiaries, each of the Premises has at all times been in compliance with all applicable federal, state and local statutes, laws and regulations relating to the environment. No notice has been served on Disappearing, from any entity, governmental body, or individual claiming any violation of any law, regulation, ordinance or code, or requiring compliance with any law, regulation, ordinance or code, or demanding payment or contribution for environmental damage or injury to natural resources.

**5. Representations and Warranties of Surviving.** Surviving represents and warrants to Disappearing that each of the statements made below in this Article 5 is true and complete in respect to Surviving:

5.1. Organization, Good Standing, Power. It is a corporation duly organized, validly existing and in good standing under the laws of Florida and has all requisite power to own, lease and operate its properties, and to carry on its business as now being conducted and is fully qualified in any foreign jurisdiction where its business activity requires such qualification. Copies of the Articles of Incorporation and all amendments and the Bylaws, as amended to date, which have been delivered pursuant hereto are complete and correct.

5.2. Capitalization; Absence of Options, Warrants. Its authorized, issued and outstanding capital stock is as follows: One Thousand (1000) shares authorized, One Thousand (1000) shares issued of which One Thousand (1000) are outstanding and zero (0) are held as treasury shares. All of such shares are, and the shares of Common Stock of Surviving to be issued hereunder will be, duly authorized, validly issued, fully paid and non-assessable with no liability attaching to the ownership thereof. There are no existing options, warrants, calls, agreements, securities convertible into or commitments of any character relating to the authorized or issued shares of its capital stock.

5.3. No Subsidiaries. It has no subsidiaries and owns no shares or any other interest in any other corporation, partnership, joint venture or other business association.

5.4. Effect of Plan. Its execution, delivery and performance of this Plan does not violate, with or without the giving of notice or the passage of time, or both, any provision of law applicable to it and does not conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of its property or assets pursuant to its Articles of Incorporation or bylaws or any indenture, mortgage,



deed of trust or other agreement or instrument, to which it is a party or by which it or any of its assets or properties may be bound.

5.5. Financial Statements. Its Balance Sheet as of March 31, 2008 (the "Surviving Balance Sheet"), and the related Statement of Income and Retained Earnings for the 12 months then ended, including any related notes, heretofore delivered pursuant hereto, fairly present its assets, liabilities and financial position and the results of its operations as of such date, except as otherwise disclosed in writing in this Plan or pursuant hereto.

5.6. Absence of Undisclosed Liabilities. Except for obligations and liabilities otherwise disclosed in this Plan or pursuant hereto, the Surviving Balance Sheet makes full and adequate provisions for all of its material obligations and liabilities (fixed or contingent) as of the date thereof, and as of that date it had no obligations or liabilities (fixed or contingent) of a material nature except as and to the extent reflected or reserved against on the Surviving Balance Sheet or in any notes thereto.

5.7. Absence of Certain Changes or Events. Since December 16, 2007, except as otherwise disclosed in writing in this Plan or pursuant hereto, it has not:

(a) incurred any obligation or liability (fixed or contingent) except trade or business obligations incurred in the ordinary course of business, which are not (either individually or in the aggregate) materially adverse;

(b) discharged or satisfied any lien or encumbrance or paid any obligation or liability (fixed or contingent), except current liabilities included in the Surviving Balance Sheet, current liabilities incurred since the date of the Surviving Balance Sheet in the ordinary course of business, and obligations and liabilities under and reflected in contracts, leases or documents referred to in Section 5.9;

(c) mortgaged, pledged or voluntarily subjected to lien, charge, security interest or to any other encumbrance, any of its assets or properties;

(d) transferred or leased any part of its assets or properties, except for a fair consideration in the ordinary course of business;

(e) cancelled or compromised any debt or claim, except for adjustments made with respect to contracts for the purchase of supplies or for the sale of services or products in the ordinary course of business, which are not (either individually or in the aggregate) materially adverse;

(f) waived or released any rights of any material value; and

(g) transferred or granted any rights under any concessions, leases, licenses, agreements, or patents.

5.8. Title to Properties; Absence of Liens and Encumbrances. It has good and marketable title to its assets (including without limitation the assets reflected in the Surviving Balance Sheet, except as since sold or otherwise disposed of in the ordinary course of business), free and clear of all liens, claims and encumbrances. It is not knowingly in violation of any applicable law, ordinance, regulation, order or requirement relating to its operations or its owned or leased properties. All leases pursuant to which it leases any real or personal property are valid and binding in accordance with their respective terms and there is not under any of such leases any default or event of which it has actual knowledge and which with notice or lapse of time, or both, would constitute a default.

5.9. List of Properties, Contracts and Other Data. It has delivered hereunder correct and complete lists of the following in respect to it:

(a) any real property owned of record or beneficially and all leases of real property, with copies of said leases;

(b) all rights and licenses to which it is a party, and a brief description of the terms thereof;

(c) all policies of insurance in force (with a notation as to the status of premiums paid thereon) with respect to its properties, buildings, machinery, equipment, furniture, fixtures, operations and employees and to any Shareholder on which it is presently paying the premiums;

(d) all existing contracts and commitments (including without limitation mortgages, loan agreements and credit agreements) to which it is a party, except for contracts or commitments terminable by it without liability or expense on thirty days' notice or less and for contracts or commitments for the purchase or sale of merchandise or services entered into in the ordinary course of business, the performance of which will extend over a period of less than three months and which will not have any materially adverse effect on its properties or business;

(e) all collective bargaining agreements, employment and consulting agreements, executive compensation plans, bonus plans, deferred compensation agreements, pension or retirement plans, profit-sharing plans, stock purchase and stock option plans, hospitalization insurance and pension plans or other plans or arrangements providing for employee benefits;

(f) the names and current annual compensation rates of all employees whose current annual compensation rate is \$ \_\_\_\_\_ or more; and

(g) the names, ages and current annual unfunded pension rates of any retired employees who are receiving or are entitled to receive any payments not covered by any pension plan.

True and complete copies of each of the documents referred to in such lists have either been delivered pursuant hereto or are available for inspection in the offices of the corporation to which it relates. All such rights, concessions, leases, registrations, applications, contracts and commitments referred to in such lists are valid and enforceable in accordance with their respective terms for the period stated therein and none of the parties thereto is in default of any

of their respective obligations thereunder. With respect to all contracts, agreements, arrangements, or other commitments set forth in any list delivered pursuant to this Section 5.9, Surviving further represents and warrants:

- (i) that none of such contracts, agreements, arrangements, and other commitments contains any provisions, term or condition materially adverse to the corporation to which it relates which is not disclosed therein or on any such list;
- (ii) that all such agreements, contracts, arrangements and other commitments which are oral contain no provision, term or condition materially adverse to the corporation to which it relates which is not disclosed on any such list; and
- (iii) that there are not any existing laws, regulations or decrees which will materially and adversely affect any such rights, concessions, charters, licenses, leases, registrations, obligations, contracts or commitments.

5.10. **Litigation.** There is no material litigation, proceeding or investigation pending, threatened against or relating to it, or its properties or business, or the transactions contemplated by this Plan, which might result in any material adverse effect on its business, properties, operations, prospects, or assets, or in its condition, financial or otherwise, nor is there any fact known to it, which it reasonably believes would be the basis for any such action.

5.11. **Books and Records.** Its books and records for the last five years (or the shorter period of its corporate existence) are in all material respects complete and correct and have been maintained in accordance with good business practice.

5.12. **Other Information.** None of the representations and warranties of Surviving in this Plan or in any of the documents required to be furnished pursuant to this Plan is false or misleading in any material respect or contains any material misstatement of fact or omits to state any material fact required to be stated to make the statements therein not misleading.

5.13. **Compliance With Applicable Laws.** The conduct of its businesses does not violate or infringe any laws, statutes, ordinances or regulations or any right or concession, patent, trademark, trade name, copyright, know-how or other proprietary rights of others, the enforcement of which would materially and adversely affect its business or the value of its properties or assets.

5.14. **Accounts Receivable.** The accounts receivable reflected on the Surviving Balance Sheet and arising thereafter to and including the Closing Date, arose and will arise from bona fide transactions in the ordinary course of business and are fully collectible, subject to the reserve for doubtful accounts on the Surviving Balance Sheet. The amount reflected on the Surviving Balance Sheet is accurately reflected in the invoices and statements rendered by Surviving.

5.16. **Authority Relative to the Plan.** The execution, delivery and performance of this Plan and Articles of Merger have been duly and validly authorized by all necessary corporate action. It is not subject to any charter, bylaw, mortgage, lien, lease, agreement, instrument, order, judgment,

decree, law, statute, ordinance or regulation or any other restriction of any kind or character which would prevent it from entering into this Plan or the Articles of Merger, or from consummating the transactions contemplated hereby and thereby, in accordance with the terms hereof and thereof.

#### 5.17. Environmental.

(a) Surviving warrants and represents to Disappearing that no pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively "Materials") have been discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape on or from any of the Premises or disposed of by Disappearing or any of its subsidiaries, in connection with the Business or, to the best of knowledge of Surviving and its subsidiaries, any person acting on Surviving's behalf at any other property or location (a "Site") in violation of any federal, state or local statutes, laws or regulations.

(b) To the best of the knowledge of Surviving and its subsidiaries after due inquiry, no asbestos or asbestos-containing materials have been installed (and have not since been removed), used, incorporated into, or disposed of on any of the Premises or in connection with the Business, and Surviving has not installed, used, incorporated into, or disposed of any asbestos or asbestos-containing materials on any Site or in connection with the Business.

(c) To the best of the knowledge of Surviving and its subsidiaries no polychlorinated biphenyls ("PCBs") are located on or in any of the Premises in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device. Surviving has not installed, used, incorporated into, or disposed of any PCBs or PCB-containing equipment or materials on or in any of the Premises or any Site, or in connection with the Business in violation of any federal, state or local statutes, laws or regulations.

(d) To the best of the knowledge of Surviving and its subsidiaries, each of the Premises has at all times been in compliance with all applicable federal, state and local statutes, laws and regulations relating to the environment. No notice has been served on Surviving, from any entity, governmental body, or individual claiming any violation of any law, regulation, ordinance or code, or requiring compliance with any law, regulation, ordinance or code, or demanding payment or contribution for environmental damage or injury to natural resources.

**6. Conduct of Disappearing's Business Pending Closing.** Prior to Closing, except as contemplated by this Plan or as otherwise consented to or approved in writing by Surviving, Disappearing will:

6.1. Access to and Information Concerning Properties and Records. Give to Surviving and its counsel, accountants, engineers and other representatives full access, during normal business hours throughout the period prior to Closing, to all of its property, books, contracts, commitments and records and will furnish during such period all such information concerning its affairs as they may reasonably request, all information so obtained to be held confidential.

6.2. Operations. Operate its business, only in the usual ordinary manner and, to the extent consistent with such operation, will use its best efforts to: (i) preserve its present business organization intact; (ii) keep available the services of its present officers and employees; and (iii) preserve its present relationships with persons having business dealings with it.

6.3. Maintenance; Insurance. Maintain all of its properties in customary repair, order and condition, reasonable wear and tear excepted, and maintain insurance upon all of its properties and with respect to the conduct of its business in such amounts and of such kinds comparable to that in effect on the date of this Plan.

6.4. Books and records. Maintain its books, account and records in the usual and ordinary manner, on a basis consistent with prior years.

6.5. Compliance With Laws. Endeavor to comply with all laws, regulations, order or decrees applicable to it and to the conduct of its business, and will perform all of its obligations without default.

6.6. Amendment. Make no amendment to its Articles of Incorporation or Bylaws and will not merge or consolidate with, or sell all or substantially all of its assets to, any other corporation or change the character of its business, or agree to do any of the foregoing.

6.7. Stock. Make no change in the number of shares of its capital stock issued and outstanding, and grant no option, warrant or any other right to purchase or to convert any obligation into shares of its capital stock.

6.8. Dividends. Neither pay nor declare any dividend or other distribution or payment in respect of its capital stock.

6.9. Compensation. Make no change in the compensation payable or to become payable to any officer, employee or agent other than in accordance with past practice, or in accordance with applicable collective bargaining agreements.

6.10. Benefits. Make no bonus, stock option, profit sharing, pension, retirement or other similar payment or arrangement, except in the ordinary course of the administration of existing incentive, welfare, pension or retirement plans or arrangements referred to hereinabove.

6.11. Employment and Other Contracts. Enter into no employment agreement, sales agency or other contract or arrangement with respect to the performance of personal services which is not terminable without liability to it, by it on not more than thirty days' notice.

6.12. Rights. Make no modification or change in any existing right, concession, license, lease contract, commitment, or agreement, listed pursuant to Section 4.9 hereof, and no sale or other disposition of any right or privilege accruing to it.

6.13. Debt. Make no long-term borrowing or mortgage or pledge of any of its properties or assets or modification or change in any existing indebtedness or contract, commitment, mortgage, deed of trust, loan or credit agreement, as referred to in Section 4.9 hereof, or any sale or other disposition of any of its properties or assets, other than in the ordinary course of business or as described in this Plan.

**7. Conditions Precedent to Surviving's Obligations.** The obligations under this Plan of Surviving are subject, in the discretion of Surviving, to satisfaction, on or prior to the Closing Date, of each of the following conditions:

7.1. Accuracy of Representations and Warranties. The representations and warranties of Disappearing in this Plan and in any exhibit list, certificate or document delivered by Disappearing to Surviving, shall be true on the date hereof and shall also be true on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date.

7.2. Performance of Agreements. Disappearing shall have performed or caused to be performed all obligations and agreements and complied or caused to be complied with all covenants and conditions contained in this plan to be performed or complied with by it on or prior to the Closing Date.

7.3. Certificate of Disappearing. Disappearing shall have furnished to Surviving a certificate signed by the President and the Treasurer of Disappearing, dated as of Closing, to the effect that to the best of their knowledge, information and belief, the conditions specified in Section 7.1 and 7.2 above have been fulfilled by Disappearing.

7.4. Opinion of Counsel. Disappearing shall have delivered to Surviving an opinion of Disappearing's counsel, Bock and Finkelman, P.C., dated the Closing Date, in form and substance satisfactory to Surviving and its counsel, to the effect that:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of Florida, and has all requisite corporate power to own, lease and operate its properties and to carry on its business as then being conducted;

(b) Its authorized and issued capital stock is as set forth in Section 4.2 hereof and all of the issued and outstanding shares of its capital stock are duly authorized, validly issued, fully paid and non-assessable, with no liability attaching to the ownership thereof;

(c) The execution, delivery and performance of this Plan and the Articles by it do not, with or without the giving of notice or the passage of time, or both, violate any provision of law applicable to it, and do not conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of its properties or assets pursuant to any corporate charter, bylaws, indenture, mortgage, deed of trust or other agreement or instrument known to such counsel to which it is a party or by which it or any of its assets or properties may be bound;

(d) Such counsel has no knowledge of any actions, suits, proceedings or investigations pending, threatened against or relating to Disappearing or its assets, properties and business, or threatened against or relating to any of its Shareholders in any way involving this Plan or the transactions contemplated hereby, nor is there any basis known to such counsel for any such action, suit, proceeding or investigation; and it is not, to the knowledge of such counsel, in default with respect to any order, judgment, writ, injunction or decree of any governmental agency or instrumentality;

(e) It is not, to the knowledge of such counsel, a party to any executory written or oral contract or agreement which grants to any person an option or right of subscription or conversion or right of first refusal or other arrangement to acquire, at any time, or upon the happening of stated events, from time to time, shares of its capital stock, except as disclosed herein or in writing pursuant hereto;

(f) This Plan has been duly and validly executed by or on behalf of Disappearing and is its legal, valid and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or equitable principles of specific performance;

(g) No provision of its Articles of Incorporation or Bylaws or of any contract, agreement or other instrument or document known to such counsel to which it is a party prevents it from entering into this Plan or executing the Articles; and

(h) Its execution, delivery and performance of this Plan and the execution and filing of the Articles have been duly authorized by all requisite corporate action.

7.5. Casualty Losses. Prior to the Closing Date, Disappearing shall not have sustained a loss on account of fire, flood, accident or other calamity which materially and adversely affects its business, properties, prospects or financial condition, regardless of whether or not such loss shall have been insured.

**8. Conditions Precedent to Disappearing's Obligations.** The obligations under this Plan of Disappearing are subject, in the discretion of Disappearing, to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

8.1. Accuracy of Representations and Warranties. The representations and warranties of Surviving in this Plan and in any exhibit, list, certificate or document delivered by Surviving to Disappearing, shall be true on the date hereof and shall also be true on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date.

8.2. Performance of Agreements. Surviving shall have performed or caused to be performed all obligations and agreements and complied or caused to be complied with all covenants and conditions contained in this Plan to be performed or complied with by it on or prior to the Closing Date.

8.3. Certificate of Surviving. Surviving shall have furnished to Disappearing a certificate signed by the President and the Treasurer of Surviving, dated as of Closing, to the effect that to the best of their knowledge, information and belief, the conditions specified in Sections 8.1 and 8.2 above have been fulfilled by Surviving.

8.4. Opinion of Counsel. Surviving shall have delivered to Disappearing an opinion of Surviving's counsel, Messrs. \_\_\_\_\_, dated the Closing Date, in form and substance satisfactory to Disappearing and its counsel, to the effect that:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of Florida, and has all requisite corporate power to own, lease and operate its properties and to carry on its business as then being conducted;

(b) Its authorized and issued capital stock is as set forth in Section 5.2 hereof and all of the issued and outstanding shares of its capital stock are duly authorized, validly issued, fully paid and non-assessable, with no liability attaching to the ownership thereof;

(c) The execution, delivery and performance of this Plan and the Articles by it do not, with or without the giving of notice or the passage of time, or both, violate any provision of law applicable to it, and do not conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of its properties or assets pursuant to any corporate charter, bylaws, indenture, mortgage, deed of trust or other agreement or instrument known to such counsel to which it is a party or by which it or any of its assets or properties may be bound;

(d) Such counsel has no knowledge of any actions, suits, proceedings or investigations pending, threatened against or relating to Surviving or its assets, properties and business, or threatened against or relating to any of its Shareholders in any way involving this Plan or the transactions contemplated hereby, nor is there any basis known to such counsel for any such action, suit, proceeding or investigation; and it is not, to the knowledge of such counsel, in default with respect to any order, judgment, writ, injunction or decree of any governmental agency or instrumentality;

(e) It is not, to the knowledge of such counsel, a party to any executory written or oral contract or agreement which grants to any person an option or right of subscription or confersion or right of first refusal or other arrangement to acquire, at any time, or upon the happening of stated events, from time to time, shares of its capital stock, except as disclosed herein or in writing pursuant hereto;

(f) This Plan has been duly and validly executed by or on behalf of Surviving and is its legal, valid and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency or other laws affecting creditors, rights generally or equitable principles of specific performance;



(g) No provision of its Articles of Incorporation or Bylaws or of any contract, agreement or other instrument or document known to such counsel to which it is a party prevents it from entering into this Plan or executing the Articles; and

(h) Its execution, delivery and performance of this Plan and the execution and filing of the Articles have been duly authorized by all requisite corporate action.

8.5. Casualty Losses. Prior to the Closing Date, Surviving shall not have sustained a loss on account of fire, flood, accident or other calamity which materially and adversely affects its business, properties, prospects or financial condition, regardless of whether or not such loss shall have been insured.

## **9. Miscellaneous.**

9.1. No Brokerage. Each party hereto represents and warrants to the other party hereto that it has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents, commissions or other like payments in connection with this Plan or the transactions contemplated hereby.

9.2. No Survival of Representations and Warranties. Each party hereto covenants and agrees that its representations and warranties contained in this Plan or in any exhibit, list, certificate or document delivered or to be delivered pursuant to this Plan, shall not be deemed to be waived or otherwise affected by any investigation made by the other party hereto; provided, that no claim shall be made in respect of such representations and warranties subsequent to the termination or the consummation of the Merger, as the case may be.

9.3. Waivers. By appropriate written notice, either Disappearing or Surviving may, with respect to the other party to this Plan:

(a) extend the time for the performance of any of its obligations or other actions;

(b) waive any inaccuracies in its representations or warranties contained in this Plan or in any document delivered pursuant to this Plan;

(c) waive compliance with any of its covenants contained in this Plan; and

(d) waive or modify performance of any of its obligations.

Except as provided in the preceding sentence, no action taken pursuant to this Plan, including without limitation any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of the accuracy of or compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Plan shall not operate or be construed as a waiver of any subsequent breach.

9.4. Expenses. Whether or not the transactions contemplated by this Plan are consummated, each party hereto shall pay the fees and expenses of its respective counsel, accountants, other experts, and all other expenses incurred by such party incident to the negotiation, preparation, execution and performance of this Plan; provided, that if either party breaches any of its obligations under this Plan it shall be liable to the other for out-of-pocket expenses, including reasonable attorneys' fees and disbursements, reasonably incurred by the other party in connection with the proposed Merger. In no event shall either party be liable to the other party for an amount in excess of such expenses on account of any breach of this Plan before the effectiveness of the Merger.

9.5. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Disappearing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a required copy to:  
Howard A. Finkelman, Esquire  
Bock and Finkelman, P.C.  
660 Two Logan Square  
Philadelphia, PA 19103

If to Surviving:  
Brian W. Fultz  
5518 Cedar Pine Drive  
Orlando, FL 32819

With a required copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(counsel )

Such notice shall be effective upon receipt.

9.6. Entire Agreement. This Plan and the Exhibits hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

9.7. Effectiveness of Agreement. This Plan shall become effective when duly executed and delivered by the parties hereto, subject to the conditions herein contained.

9.8. *Binding Effect, Benefits.* This Plan shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto, or their respective heirs, personal representatives, successors or assigns, as the case may be, any rights, remedies, obligations or liabilities under or by reason of this Plan.

9.9. *Non-Assignability.* This Plan shall not be assignable by either party without the prior written consent of the other.

9.10. *Further Assurances.* Disappearing agrees that it will, upon the request and at the expense of Surviving, execute and deliver to Surviving all such further assignments, endorsements and other documents as it may reasonably request in order to vest in or confirm to Surviving full title to all the properties, assets, rights, privileges and franchises of Surviving, and otherwise to carry out the purposes of this Plan.

9.11. *Section and Other Headings.* The section and other headings contained in this Plan are for reference purposes only and shall not affect the meaning or interpretation of this Plan.

9.12. *Counterparts.* This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

9.13. *Governing Law.* This Plan shall be construed in accordance with the laws of the State of Florida, without reference to its principles of conflicts of laws.

9.14. *Severability.* If any portion or provision of this Plan shall be held invalid, inoperative or unenforceable, the remaining provisions of this Plan shall remain valid and enforceable and shall be construed so as to give the fullest possible effect to the intentions of the parties as set forth herein.

9.15. *Requisite Approval from 1-800-GOT-JUNK? Corporate Headquarters.* The Surviving and Disappearing corporations each own and operate a 1-800-GOT-JUNK? franchise, and seek this Merger in order to merge their respective franchises. Consequently, this Merger is ultimately contingent upon the approval from 1-800-GOT-JUNK? corporate headquarters to proceed with the merger of the two franchises.

9.16. *Paid-In Capital.* The parties acknowledge that for accounting purposes the principals of HMR have funded the corporation through loans from the principals to the HMR. The parties acknowledge that for accounting purposes the principal of SDG has funded the corporation through paid in capital. It is the intent of the parties that all paid in capital and shareholder loans between the principals and the prior entities be allocated between the new principals in proportion to his or her interest in the Surviving Corporation.

IN WITNESS WHEREOF, the parties have each caused this Plan to be duly executed, all on the date first above written.

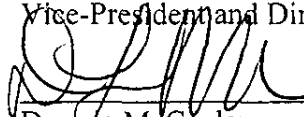
**Harris, McCauley, Remer Inc.**

By:   
Robert Harris

Title: President and Director

By: \_\_\_\_\_  
Alan Remer

Title: Vice-President and Director

By:   
Deserie McCauley

Title: Secretary, Treasurer and Director

**SDG Partners, Inc.**

By: \_\_\_\_\_  
Brian W. Fultz

Title: President and Director

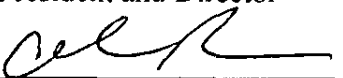
Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**Harris, McCauley, Remer Inc.**

By: \_\_\_\_\_  
Robert Harris

Title: President and Director

By:   
Alan Remer

Title: Vice-President and Director

By: \_\_\_\_\_  
Deserie McCauley

Title: Secretary, Treasurer and Director

**SDG Partners, Inc.**

By: \_\_\_\_\_  
Brian W. Fultz

Title: President and Director

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**Harris, McCauley, Remer Inc.**

By: \_\_\_\_\_  
Robert Harris

Title: President and Director

By: \_\_\_\_\_  
Alan Remer

Title: Vice-President and Director

By: \_\_\_\_\_  
Deserie McCauley

Title: Secretary, Treasurer and Director

**SDG Partners, Inc.**

By: Brian W. Fultz  
Brian W. Fultz

Title: President and Director

Attest: Brian W. Fultz  
Title: Secretary