

**NORTHBRIDGE**  
p r o d u c t i o n s

P95000047928

August 26, 1998

Florida Department of State  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, FL 32399

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-08/28/98--01087--001  
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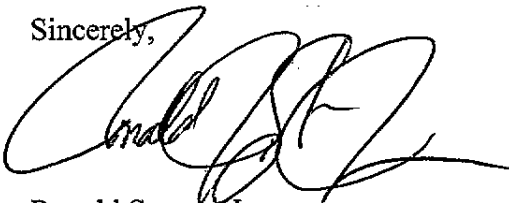
RE: Legal Street Enterprises, Inc.  
FEIN 65-0588824

Dear Division:

Attached please find our Articles of Amendment to reassign the above corporations  
President and Director since my purchase of it.

Our office telephone is 561-967-9812 if any further information is needed.

Sincerely,



Ronald Secreto Jr.  
President

FILED  
98 AUG 28 AM 9:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Amend*

SEP 2 1998

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF

FILED  
98 AUG 28 AM 9:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

LEGAL STREET Enterprises, Inc.

DBA Northbridge Productions.

(present name)

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

**FIRST:** Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)

Article #9: Per meeting of directors AND  
Shareholders;

FANNIE Kornfeld has resigned AND  
should be removed from corporation.

RONALD Secreto Jr has purchased  
AND should be Added to corporation.  
As President AND Director. (see Attached)

**SECOND:** If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

**THIRD:** The date of each amendment's adoption:

7/23/98

**FOURTH:** Adoption of Amendment(s) (CHECK ONE)



The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.



The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by \_\_\_\_\_ voting group."



The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.



The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this

26<sup>th</sup>

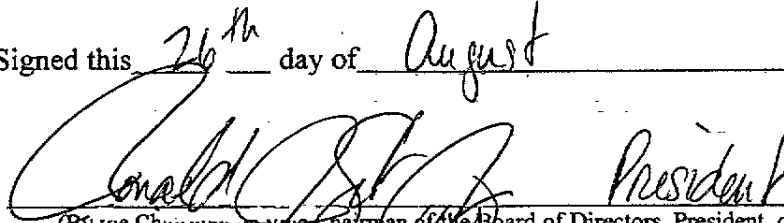
day of

August

, 19

98

Signature



(By the Chairman or vice-Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

Ronald Secreto, Jr

OR

(By a director if adopted by the directors)

**ORGANIZATIONAL MEETING OF DIRECTORS AND SHAREHOLDERS OF  
LEGAL STREET ENTERPRISES, INC.**

The undersigned Director of **LEGAL STREET ENTERPRISES, INC.**, a corporation organized and existing under the laws of the State of Florida, together with the Shareholders of said corporation, do hereby unanimously agree, consent to, adopt and order the following Organizational Action:

1. Each of the undersigned do hereby waive all formal requirements, including the necessity of holding a formal meeting, and requirement that notice of any such meeting be given.
2. The corporation hereby resolves to sell all of its assets (tangible or intangible and specifically including all shares of its stock and its legal name) to Ron Secreto of 2001 West Sample Road, Suite 101, Pompano Beach, Florida 33064, for the sum of one thousand dollars (\$1,000.00).
3. **FANNIE KORNFELD** hereby resigns from any and all offices of the corporation and as a Director of the corporation.
4. The corporation hereby resolves that upon execution of the Purchase And Sale Agreement for the sale of the corporation, **FANNIE KORNFELD** shall relinquish all right, title and interest in the corporation.
5. This Organizational Action shall be effective as of July 23, 1998.

**IN WITNESS WHEREOF**, the undersigned Directors and Shareholders have executed the foregoing Organizational Action for the purpose of giving their consent thereto.

**DATED:** 7/23/98

**DIRECTORS AND SHAREHOLDERS:**

  
\_\_\_\_\_  
**FANNIE KORNFELD**

## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** made and entered into by and between **FANNIE KORNFELD** an individual residing at 115 Dehaven Drive, Apt. #107, Yonkers, NY 10703 ("SELLER"), and **RON SECRETO**, an individual residing at 120 East Palm Drive, Margate, Florida 33063 ("BUYER"), all as their respective interests exist and are herein represented.

**WHEREAS**, SELLER is the sole shareholder of the Florida corporation known as **LEGAL STREET ENTERPRISES, INC.**, and

**WHEREAS**, SELLER is the owner of all the singular assets (tangible and intangible) of ; **LEGAL STREET ENTERPRISES, INC.**, and

**WHEREAS**, SELLER is desirous of selling all the singular assets (tangible and intangible) of **LEGAL STREET ENTERPRISES, INC.**, to BUYER; and

**WHEREAS**, BUYER is desirous of purchasing all the singular assets (tangible and intangible) of **LEGAL STREET ENTERPRISES, INC.**, from SELLER on terms as herein contained;

**NOW, THEREFORE**, for good and valuable consideration and in consideration of the covenants, agreements, terms, and provisions as herein contained, mutually agreed by and between the parties as follows:

### **ARTICLE I: Sale of Assets**

SELLER agrees to sell, and BUYER agrees to purchase and acquire all of the following assets, chattels, and items as owned by or used in connection with **LEGAL STREET ENTERPRISES, INC.**, from SELLER:

- a. All property (including intellectual property, if any), legal name, accessories, appurtenances, goodwill, if any, existing as of the date of closing and all shares of stock issued and/or authorized by **LEGAL STREET ENTERPRISES, INC.**;

### **ARTICLE II: Purchase Price**

BUYER agrees to pay SELLER and SELLER agrees to accept as the full purchase price for all the singular assets to be sold under Article 1, *supra*, the total purchase price of One Thousand Dollars (\$1,000.00).

### **ARTICLE III: Payment Of Purchase Price**

The purchase price as hereinabove described in Article II, *supra*, shall be paid in one lump sum cash payment at the time of sale.



#### **ARTICLE IV: Sale Free and Clear**

SELLER agrees that it shall sell said assets free and clear of all liens, encumbrances, liabilities and claims of parties adverse thereto. SELLER agrees:

- a. That any and all liens, encumbrances, security agreements, tax liens, liabilities or attachments of record shall be fully discharged at the time of closing;

#### **ARTICLE V: SELLER'S Warranties**

The SELLER warrants and represents to BUYER with knowledge that the BUYER will rely on same to enter this transaction, each and all of the following:

- a. That the SELLER owns all and singular assets being sold hereunder, and has full and marketable title to same; and
- b. That there are no known governmental or administrative proceedings filed against the SELLER which materially affects this transaction.

#### **ARTICLE VI: Brokers**

The parties warrant and represent to each other that there are no brokers to this transaction and none entitled to commission.

#### **ARTICLE VII: Entire Agreement**

This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified in whole in part except by a written instrument executed by all of the parties hereto.

#### **ARTICLE VIII: Divisibility**

If any portion of this Agreement is held to be unreasonable, arbitrary or against public policy, this Agreement shall be considered divisible both as to time and as to geographic area, and each month of the specified period shall be deemed to be a separate period of time. In the event any Court determines the specified time period or geographic area to be unreasonable, arbitrary or against public policy, a lesser time period or geographic area which is determined to be reasonable, non-arbitrary and not against public policy may be enforced.



**ARTICLE IX: Applicable Law**

This Agreement shall be governed for all purposes by the laws of the State of Florida. Venue for any action to enforce or challenge the Agreement shall be exclusively in the courts of Broward County, Florida.

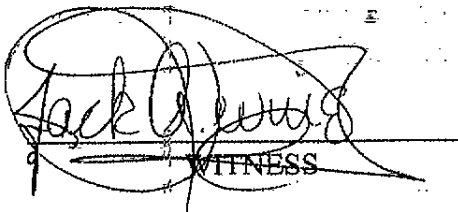
**ARTICLE X: Section Headings**

The section and other headings contain in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

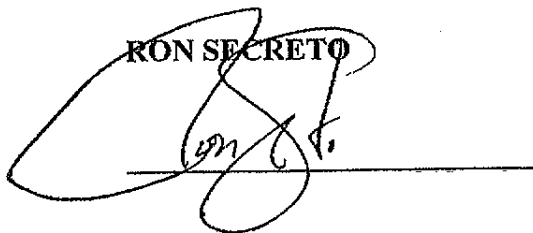
**ARTICLE XI: Closing:** The closing shall take place on July 27, 1998.

IN WITNESS WHEREOF, EACH OF THE Parties has duly signed this Agreement on the date first written above.

**FANNIE KORNFELD**

  
WITNESS

**RON SECRETO**

  
WITNESS