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9/19/96

FLORIDA DIVISION OF CORPORATIONS
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((H96000013152 9)))

TO: DIVISION OF CORPORATIONS

FAX #: (904)922-4001

FROM: CORPORATE CREATIONS INTERNATIONAL INC.
CONTACT: JOHNNY C RODRIGUEZ
PHONE: (305)672-0686

ACCT#: 073171003004

FAX #: (305)672-9110

NAME: FOODWORK MANAGEMENT GROUP, INC.
AUDIT NUMBER.....H96000013152
DOC TYPE.....FLORIDA PROFIT CORPORATION OR P.A.
CERT. OF STATUS..1 PAGES..... 4
CERT. COPIES.....0 DEL.METHOD.. FAX
EST.CHARGE... \$78.75

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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

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ON 9/19. AS DID NOT RECEIVE
ANYTHING BACK TODAY 9/20

6:00 P.M., WE ARE RE-SUBMITTING
IN EVENT SOMETHING HAPPENED.

896A-43717 Thank You.

H96000013152

Articles of Incorporation
of
Foodwork Management Group, Inc.

Article I. Name

The name of this Florida corporation is:
Foodwork Management Group, Inc.

Article II. Address

The mailing address of the Corporation is:
Foodwork Management Group, Inc.
1000 NW 190th Avenue
Pembroke Pines FL 33029

Article III. Capital Stock

The Corporation shall have the authority to issue 150,000 shares of common stock, par value \$.01 per share.

Article IV. Registered Agent

The name and address of the registered agent of the Corporation is:

Bruce R. Jacobs
Wedderburn & Jacobs, P.A.
16300 N.E. 19th Ave, #208
N. Miami Beach FL 33162

Article V. Board of Directors

The affairs of the Corporation shall be managed by a Board of Directors consisting of no less than one director. The number of directors may be increased or decreased from time to time in accordance with the Bylaws of the Corporation.

H96000013152

Bruce R. Jacobs FL Bar Member 873251
Wedderburn & Jacobs, P.A.
16300 N.E. 19th Ave, #208
Suite 208
N. Miami Beach FL 33162
305-919-9222 • Fax 305-919-9880

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TALLAHASSEE, FLORIDA

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The election of directors shall be done in accordance with the Bylaws. The directors shall be protected from personal liability to the fullest extent permitted by law. The name of each initial member of the Corporation's Board of Directors is:

David Goldstein
Ron Linares
Norm Wedderburn

Article VI. Incorporator


The name and address of the incorporator is:

Bruce R. Jacobs
Wedderburn & Jacobs, P.A.
16300 N.E. 19th Ave, #208
Suite 208
N. Miami Beach FL 33162

Article VII. Corporate Existence

The corporate existence of the Corporation shall begin effective September 19, 1996

The authorized representative of the incorporator executed these Articles of Incorporation on September 19, 1996



BRUCE R. JACOBS
by Luis A. Uriarte as attorney-in-fact

H96000013152

Bruce R. Jacobs FL Bar Member 873251
Wedderburn & Jacobs, P.A.
16300 N.E. 19th Ave, #208
Suite 208
N. Miami Beach FL 33162
305-919-9222 • Fax 305-919-9880

H96000013152

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT AND REGISTERED OFFICE**

CORPORATION:

Foodwork Management Group, Inc.

REGISTERED AGENT:

**Bruce R. Jacobs
Wedderburn & Jacobs, P.A.
16300 N.E. 19th Ave, #208
N. Miami Beach FL 33162**

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TALLAHASSEE, FLORIDA

I agree to act as registered agent to accept service of process for the corporation named above at the place designated in this Certificate. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



BRUCE R. JACOBS

by Luis A. Uriarte as attorney-in-fact

Date: 9/19/96

**Bruce R. Jacobs FL Bar Member 873251
Wedderburn & Jacobs, P.A.
16300 N.E. 19th Ave, #208
Suite 208
N. Miami Beach FL 33162
305-919-9222 • Fax 305-919-9880**

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9/24/96

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TO: DIVISION OF CORPORATIONS

FAX #: (904)922-4000

FROM: CORPORATE CREATIONS INTERNATIONAL INC.
CONTACT: JOHNNY C RODRIGUEZ
PHONE: (305)672-0686

ACCT#: 073171003004

FAX #: (305)672-9110

NAME: FOODWORK MANAGEMENT GROUP, INC.

AUDIT NUMBER.....H96000013407

DOC TYPE.....BASIC AMENDMENT

CERT. OF STATUS...0

CERT. COPIES.....0

PAGES..... 2

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DIVISION OF CORPORATIONS

corp corp - name ✓
Linda

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Articles of Correction

Article I. Name

The name of this Florida corporation is Foodwork Management Group, Inc. (the "Corporation").

Article II. Correction


The Articles of Incorporation of the Corporation, filed on 9/19/96, are corrected so that the name of the Corporation is Foodworx Management Group, Inc.

Article III. Date Correction Adopted

The correction set forth in these Articles of Correction was adopted on September 24, 1996.

An authorized representative of the Corporation executed these Articles of Correction on September 24, 1996.

Foodwork Management Group, Inc.

By: 
Luis A. Uriarte
Its: Assistant Secretary

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Wedderburn & Jacobs, P.A.
16300 N.E. 19th Ave, #208
N. Miami Beach, FL 33162
(305) 910-8222

H96000013407

APPROVED
AND
FILED

JEFFERS, WILSON, SHAFF & FALK, LLP

ATTORNEYS AT LAW
18881 VON KARMAN AVENUE
SUITE 1400
IRVINE, CALIFORNIA 92614
TELEPHONE: (714) 660-7700
FACSIMILE: (714) 660-7799

07 MAY -9 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P96000078691

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

000002206470--3
-06/09/97--01158--017
****105.00 ****105.00

RE: Articles of Merger of foodworx Management Group, Inc.

Dear Sir or Madam:

000002206470--3
-06/09/97--01158--018
****105.00 ****105.00

Enclosed please find the following for filing with the Florida Secretary of State:

- (1) Three (3) copies of the Articles of Merger of foodworx Management Group, Inc., one of which has been manually signed;
- (2) Merger Agreement and Plan of Reorganization between foodworx Management Group, Inc., foodworx, inc. and The Good Food Fast Companies; and
- (3) Two (2) checks, one in the amount of \$105.00, representing the filing fee for the Articles of Merger, and one in the amount of \$105.00 for two (2) certified copies of the filed Articles of Merger.

Please file the enclosed documents and return the two (2) certified copies of the Articles to me in the self-addressed, stamped envelope I have provided for your convenience.

If you have any questions or require any additional information, please do not hesitate to call me.

Very truly yours,

JEFFERS, WILSON, SHAFF & FALK, LLP


Daniel J. Tangeman

Merger \$105.00

Cert Copy x2 \$105.00

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DIVISION OF CORPORATIONS
MAY 28 11:28 AM '97
DJP:gml
Enclosures
OF CLIENTS GOODFOODWORXMERGERFLORIDA.LTR

001

P96000078691

ARTICLES OF MERGER
Merger Sheet

.....
MERGING:

FOODWORX MANAGEMENT GROUP, INC., document number P96000078691,
a Florida corporation and
FOODWORK, INC., a Nevada corporation not qualified in Florida.

INTO

THE GOOD FAST COMPANIES. a Nevada corporation not qualified in Florida

File date: May 9, 1997

Corporate Specialist: Carol Mustain

**Articles of Merger
for
foodworx Management Group, Inc.,
a Florida corporation**

APPROVED
AND
FILED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

David Goldstein and Norman Wedderburn certify that:

1. They are the President and Secretary, respectively, of foodworx Management Group, Inc., a Florida corporation ("FMG" or the "Disappearing Corporation").
2. The Disappearing Corporation and foodworx, Inc., a Nevada corporation (the "Surviving Corporation"), have entered into that certain Merger Agreement and Plan of Reorganization dated April 30, 1997 (the "Merger Agreement") pursuant to which FMG will merge with and into the Surviving Corporation, a wholly-owned subsidiary of The Good Food Fast Companies, a Nevada corporation ("Parent").
3. The Merger Agreement was approved by the unanimous consent of the Board of Directors and the sole shareholder of the Surviving Corporation, the Board of Directors and shareholders of FMG, and the Board of Directors of Parent. Approval by the owners of Parent was not required.
4. The Merger Agreement was submitted to the shareholders of FMG by the Board of Directors of FMG. The shares entitled to vote thereon consist of one class of securities designated Common Stock. As of the date of the unanimous written consent effected to approve the Merger Agreement, there were 10,000 shares of Common Stock issued and outstanding, each of which is entitled to one vote with respect to all matters. The total number of votes cast in favor of the Merger Agreement was 10,000 and no votes were cast against the Merger Agreement. The number of votes cast in favor of the Merger Agreement was sufficient for approval by the holders of Common Stock.
5. The Merger Agreement was submitted to the shareholders of the Surviving Corporation by the Board of Directors of foodworx, Inc. The shares entitled to vote thereon consist of one class of securities, designated Common Stock. As of the date of the unanimous written consent effected to approve the Merger Agreement, there were 1,000 shares of Common Stock issued and outstanding, each of which is entitled to one vote with respect to all matters. The total number of votes cast in favor of the Merger Agreement was 1,000 and no votes were cast against the Merger Agreement. The number of votes cast in favor of the Merger Agreement was sufficient for approval by the holder of Common Stock.
6. The Articles of Incorporation of the Surviving Corporation are not being amended in the Merger.
7. The completed executed Merger Agreement is on file at the registered office of the Surviving Corporation and will be furnished by the Surviving Corporation, on request and

without cost, to any stockholder of any corporation which is a party to the Merger Agreement.

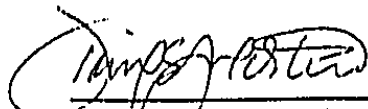
8. The governing law of the Surviving Corporation is the law of the State of Nevada and specifically Chapter 92A of the Nevada Revised Statutes. The governing law of FMG is the law of the State of Florida and specifically Chapter 607 of the Florida Statutes.

9. The forwarding address for FMG is:

151 Kalms Drive, Suite E-200
Costa Mesa, California 92626

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: April 22, 1997



David Goldstein, President



Norman Wedderburn, Secretary

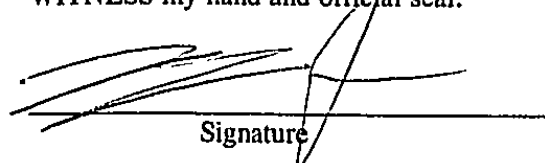
STATE OF FLORIDA)
COUNTY OF Dade)

On April 30, 1997, before me, the undersigned, a Notary Public in and for said state, personally appeared David Goldstein and Norman Wedderburn, the President and Secretary, respectively, of foodworx Management Group, Inc., a Florida corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they did execute the same for and on behalf of said corporation.



BRUCE R. JACOBS
My Commission CC380343
Expires Mar. 30, 1998
Bonded by HAI
800-422-1535

WITNESS my hand and official seal.


Signature

MERGER AGREEMENT AND PLAN OF REORGANIZATION

Dated as of April 30, 1997

by and among

The Good Food Fast Companies,

foodworx, inc.

and

foodworx Management Group, Inc.

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SCHEDULES

- 3.2(a) Capitalization of Company**
- 4.2(b) Capitalization of Parent**

EXHIBITS

- A-1 Nevada Articles of Merger**
- A-2 Florida Articles of Merger**
- B Employment Agreements**
- C Assignments, Consents, License Agreements and Leases**

MERGER AGREEMENT AND PLAN OF REORGANIZATION

MERGER AGREEMENT AND PLAN OF REORGANIZATION, dated as of April ____, 1997 (the "Agreement") is entered into by and among The Good Food Past Companies, a Nevada corporation ("Parent"), foodworx, Inc., a Nevada corporation and a wholly owned subsidiary of Parent ("Subsidiary"), and foodworx Management Group, Inc., a Florida corporation (the "Company") and David Goldstein and Ronald Llinres (the "Principal Shareholders").

RECITALS

WHEREAS, the Boards of Directors of Parent, Subsidiary and the Company have approved the merger of Company with and into the Subsidiary pursuant to this Agreement (the "Merger") and the transactions contemplated hereby upon the terms and subject to the conditions set forth herein; and

WHEREAS, it is intended that Parent, Subsidiary and the Company and their respective stockholders will recognize no gain or loss for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder as a result of the consummation of the Merger;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I THE MERGER

SECTION 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as herein defined) in accordance with the Nevada law, Company shall be merged with and into the Subsidiary and the separate existence of Company shall thereupon cease. The Subsidiary shall be the surviving corporation in the Merger (hereinafter sometimes referred to as the "Surviving Corporation"). The Subsidiary's, as opposed to the Company's, Articles of Incorporation, By-laws, Board of Directors and officers shall solely remain effective following the Merger.

SECTION 1.2 Effective Time of the Merger. The Merger shall become effective at such time (the "Effective Time") as the Certificates of Merger, in the forms set forth as Exhibit A-1 and A-2 hereto, are filed with the Secretaries of State of the State of Nevada and the State of Florida (the "Merger Filing"); such filing shall be made simultaneously with or as soon as practicable after the closing of the transactions contemplated by this Agreement in accordance with Section 2.4.

ARTICLE II CONVERSION OF SHARES

SECTION 2.1 Conversion of Company Shares In the Merger. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of the Company (a) each issued and outstanding share of Common Stock of the Company ("Company Common Stock"), shall be converted into the right to receive, and become exchangeable for, in a one to ten ratio, shares of validly issued, fully paid and nonassessable shares of common stock of Parent ("Parent Common Stock"), as provided in this Agreement.

SECTION 2.2 Exchange of Certificates.

(a) From and after the Effective Time, each holder of an outstanding certificate which immediately prior to the Effective Time represented shares of Company Common Stock shall be entitled to receive in exchange therefor, upon surrender thereof to Jeffers, Wilson & Shaff, L.L.P., the exchange agent selected by Parent (the "Exchange Agent"), a certificate or certificates theretofore representing the number of whole shares of Parent Common Stock to which such holder is entitled pursuant to Section 2.1.

(b) Promptly after the Effective Time, Parent shall make available to the Exchange Agent the certificates representing shares of Parent Common Stock required to effect the exchange referred to in Section 2.2(a). Notwithstanding the foregoing sections, Ronald Linares' Parent Common Stock shall be subject to certain holdback provisions detailed at Section 2.4.

SECTION 2.3 No Fractional Securities. Notwithstanding any other provision of this Agreement, no certificates or scrip for fractional shares of Parent Common Stock shall be issued in the Merger and no Parent Common Stock dividend, stock split or interest shall relate to any fractional security. In lieu of any such fractional shares, each holder of Company Common Stock who would otherwise have been entitled to receive a fraction of a share of Parent Common Stock upon surrender of Company Common stock certificates for exchange pursuant to this Article II shall be entitled to receive from Parent a stock certificate representing the next highest whole number of shares.

SECTION 2.4 Stock Holdback. Parent shall holdback the issuance and delivery of 45,550 shares of Parent Common Stock (the "Deferred Shares") designated for Ronald Linares. The Deferred Shares withheld by Parent will be held by the Exchange Agent and delivered to Ronald Linares on January 1, 1998 provided he begins full-time employment with GFF Management Company. If Mr. Linares fails to begin full-time employment within 120 calendar days from January 1, 1998, the Deferred Shares shall revert back to the Parent.

SECTION 2.5 Closing.

(a) The closing (the "Closing") of the transactions contemplated by this Agreement shall take place at the offices of Jeffers, Wilson & Shaff, LLP, on the business day immediately after the last of the conditions set forth in Article VI hereof is fulfilled or waived, or at such other time

and place as Parent and the Company shall agree (the date on which the Closing occurs being the "Closing Date"). To the extent practical, the Parties shall try to handle as much of the Closing by mail or facsimile as they reasonably can.

(b) Deliveries by Company to Parent. On the Closing Date, the Company will deliver to Parent the following:

(i) a certificate from the appropriate Secretary of State or other similar government official of the jurisdiction of incorporation as to the good standing of the Company, as of a date within five (5) days of the Closing Date;

(ii) copies of the resolutions or consents of the Board of Directors of Company approving the Merger and the other agreements and transactions contemplated hereby, certified by the corporate secretary or assistant corporate secretary of the Company, and certified copies of the resolutions or consents, in form and substance reasonably satisfactory to Parent, certified by the corporate secretary or assistant corporate secretary of the Company, constituting shareholder approval of the Merger and all other agreements and transactions contemplated hereby by all of the stockholders of the Company;

(iii) the officers' certificates referred to in Section 6.3(n) hereof;

(iv) a certificate of the corporate secretary or an assistant corporate secretary of the Company certifying the name, title and true signature of each officer of Company executing any of the other documents and certificates to be delivered pursuant to or in connection with this Agreement, as applicable;

(v) resignation letters from each of the directors and officers of the Company, resigning from the same, dated as of the date of close.

(vi) all corporate minutes and records related to the Company shall have been delivered to the Parent and Subsidiary; and

(vii) such other documents as are required to be delivered prior to or on the Closing Date pursuant to this Agreement or as may reasonably be requested by Parent.

(c) Deliveries by Parent. On the Closing Date, Parent will deliver to Company the following:

(i) a copy of the Articles of Incorporation of Parent and of the Subsidiary certified as of a date within five (5) days of the Closing Date by the Secretary of State of the state of incorporation of each such corporation and certified by the corporate secretary or an assistant corporate secretary of each such corporation as to the absence of any amendments between the dates of certification by such official and the Closing Date;

(ii) a certificate from the appropriate Secretary of State or other similar government official of the jurisdiction of incorporation as to the good standing of the Parent and the Subsidiary, as of a date within five (5) days of the Closing Date;

(iii) copies of the resolutions or consents of each of the Board of Directors of Parent approving the Merger, the issuance of Parent Common Stock subject hereto and the other agreements and transactions contemplated hereby, as applicable, and, certified by the corporate secretary or an assistant corporate secretary of Parent;

(iv) the officers' certificates referred to in Section 6.2(a) hereof;

(v) a certificate of the corporate secretary or an assistant corporate secretary of Parent certifying the name, title and true signature of each officer of Parent any of the Agreements and the other documents and certificates to be delivered pursuant to or in connection with this Agreement;

(vi) all approvals from third parties as are required for Parent to consummate the Merger and the other transactions contemplated by the Agreements hereto; and

(vii) such other documents as are required to be delivered prior to or on the Closing Date pursuant to this Agreement or as may be reasonably requested by Company.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company as follows:

SECTION 3.1 Organization and Qualification. Each of Parent and Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and has the requisite power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Each of Parent and Subsidiary is qualified to do business and is in good standing in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary. True, accurate and complete copies of each of Parent's and Subsidiary's Articles of Incorporation and By-laws, in each case as in effect on the date hereof, including all amendments thereto, have heretofore been delivered to the Company.

SECTION 3.2 Capitalization.

(a) The authorized capital stock of Parent consists of 10,000,000 shares of Parent Common Stock, \$.001 par value per share and 5,000,000 shares of Parent Preferred Stock. As of the date hereof, all of the issued and outstanding capital stock of Parent was set forth on Schedule 3.2(a) hereto. All of the issued and outstanding shares of Parent Common Stock are validly issued, fully paid, nonassessable and free of preemptive rights.

(b) The authorized capital stock of Subsidiary consists of 10,000,000 shares of Subsidiary Common Stock, of which 1000 shares are issued and outstanding, all of which are owned beneficially and of record by Parent.

(c) As of the date hereof and other than as disclosed on Schedule 3.2(a), there are no outstanding subscriptions, options, calls, contracts, commitments, understandings, restrictions, arrangements, rights or warrants, including any right of conversion or exchange under any outstanding security, instrument or other agreement obligating Parent or any subsidiary of Parent to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of the capital stock of Parent or obligating Parent or any subsidiary of Parent to grant, extend or enter into any such agreement of commitment, except for this Agreement. Other than as disclosed on Schedule 3.2(a) there are no voting trusts, proxies or other agreements or understandings to which Parent or any subsidiary of Parent is a party or is bound with respect to the voting of any shares of capital stock of Parent. The shares of Parent Common Stock issued to stockholders of the Company in the Merger will be at the Effective Time duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights.

SECTION 3.3 Subsidiary. Subsidiary is a corporate subsidiary of Parent and is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the requisite power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. The Subsidiary is qualified to do business, and is in good standing, in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified and in good standing will not, when taken together with all such other failures, have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of Parent and the Subsidiary, taken as a whole. All of the outstanding shares of capital stock of Subsidiary are validly issued, fully paid, nonassessable and free of preemptive rights, and those owned directly by Parent and are free and clear of any liens, claims, encumbrances, security interests, equities, charges and options of any nature whatsoever. There are no subscriptions, options, warrants, rights, calls, contracts, voting trusts, proxies or other commitments, understandings, restrictions or arrangements relating to the issuance, sale, voting, transfer, ownership or other rights with respect to any shares of capital stock of Subsidiary, including any right of conversion or exchange under any outstanding security, instrument or agreement. As used in this Agreement, the term "subsidiary" shall mean any corporation, partnership, joint venture or other entity of which the specified entity, directly or indirectly, controls or which the specified entity (either acting alone or together with its other subsidiaries) owns, directly or indirectly, 50% or more of the stock or other voting interests, the holders of which are, ordinarily or generally, in the absence of contingencies (which contingencies have not occurred) or understandings (which understandings have not yet been required to be performed) entitled to vote for the election of a majority of the board of directors or any similar governing body.

SECTION 3.4 Authority; Non-Contravention; Approvals.

(a) Parent and Subsidiary each have full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, and the consummation by Parent and Subsidiary of the transactions contemplated hereby, have been duly authorized by Parent's and Subsidiary's Boards of Directors, respectively, and no other corporate proceedings on the part of Parent or Subsidiary are necessary to authorize the execution and delivery of this Agreement and the consummation by Parent and Subsidiary of the transactions contemplated hereby. No approval of Parent stockholders is required under Nevada Revised Statutes. This Agreement has been duly and validly executed and delivered by each of Parent and Subsidiary, and, assuming the due authorization, execution and delivery hereof by the Company, constitutes a valid and binding agreement of each of Parent and Subsidiary enforceable against each of them in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and (b) general equitable principles.

(b) The execution and delivery of this Agreement by each of Parent and Subsidiary does not, and the consummation by Parent and Subsidiary of the transactions contemplated hereby will not, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Parent or the Subsidiary under any of the terms, conditions or provisions of (i) the respective charters or by-laws of Parent or the Subsidiary, (ii) any statute, law, ordinance, rule, regulation, judgment, decree, order, injunction, writ, permit or license of any court or governmental authority applicable to Parent or the Subsidiary or any of their respective properties or assets, or (iii) any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument obligation or agreement of any kind to which Parent or the Subsidiary is now a party or by which Parent or the Subsidiary or any of their respective properties or assets may be bound or affected, excluding from the foregoing clauses (ii) and (iii) such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens, security interests, charges or encumbrances that would not in the aggregate, have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of Parent and the Subsidiary, taken as a whole.

(c) Except for the making of the Merger Filing with the Secretary of State of the State of Nevada in connection with the Merger, no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Parent or Subsidiary or the consummation by Parent or Subsidiary of the transactions contemplated hereby, other than such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not made or obtained, as the case may be, would not, in the aggregate, have a material adverse effect

on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of Parent and the Subsidiary, taken as a whole.

SECTION 3.5 Litigation. There are no claims, suits, actions or proceedings pending or, to the knowledge of Parent or the Subsidiary, threatened against, relating to or affecting Parent or the Subsidiary, before any court, governmental department, commission, agency, instrumentality or authority, or any arbitrator. To the best of Parent and Subsidiary's knowledge, neither Parent nor the Subsidiary is subject to any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or authority or any arbitrator which prohibits or restricts the consummation of the transactions contemplated hereby or would have any material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of Parent and the Subsidiary.

SECTION 3.6 No Violation of Law. Neither Parent nor the Subsidiary is in violation of, or has been given notice or been charged with any violation of, any law, statute, order, rule, regulation, ordinance, or judgment (including, without limitation, any applicable environmental law, ordinance or regulation) of any governmental or regulatory body or authority, except for violations which, in the aggregate, do not have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of Parent and the Subsidiary, taken as a whole. As of the date of this Agreement, to the knowledge of Parent, no investigation or review by any governmental or regulatory body or authority is pending or threatened, nor has any governmental or regulatory body or authority indicated an intention to conduct the same.

SECTION 3.7 Compliance with Agreements. Parent and the Subsidiary are not in breach or violation of or in default in the performance or observance of any term or provision of, and no event has occurred which, with lapse of time or action by a third party, could result in a default under, (a) the respective charters, by-laws or other similar organizational instruments of Parent or the Subsidiary or (b) any contract, comments, agreement, indenture, mortgage, loan agreement, note, lease, bond, license, approval or other instrument to which Parent or the Subsidiary is a party or by which any of them is bound or to which any of their property is subject.

SECTION 3.8 Taxes.

(a) Parent and the Subsidiary have, to the extent required, (i) duly filed with the appropriate governmental authorities all Tax Returns required to be filed by them for all periods ending on or prior to the Effective Time, and such Tax Returns are true, correct and complete in all material respects, and (ii) duly paid in full or made adequate provision for the payment of all Taxes for all periods ending at or prior to the Effective Time.

(b) For purposes of this Agreement, the term "Taxes" shall mean all taxes, charges, fees, levies or other assessments, including, without limitation, income, gross receipts, excise, property, sales, withholding, social security, occupation, use, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, imposed by the United States, or any state, local or foreign government or subdivision or agency thereof when computed on a

separate, consolidated, unitary, combined or any other basis; and such term shall include any interest, fines, penalties or additional amounts attributable or imposed or with respect to any such taxes, charges, fees, levies or other assessments.

(c) For purposes of this Agreement, the term "Tax Return" shall mean any return, report or other document or information required to be supplied to a taxing authority in connection with Taxes.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company and the Principal Shareholders each represent and warrant to Parent and Subsidiary as follows:

SECTION 4.1 Organization and Qualification. The Company is a corporation duly organized, 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 conducted. The Company is qualified to do business and is in good standing in each jurisdiction set forth in Schedule 4.1 in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified and in good standing will not, when taken together with all other such failures, have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of the Company, taken as a whole. True, accurate and complete copies of the Company's Articles of Incorporation and By-laws, in each case as in effect on the date hereof, including all amendments thereto have heretofore been delivered to Parent.

SECTION 4.2 Capitalization.

(a) The authorized capital stock of the Company consists of 150,000 shares of Company Common Stock. As of the date hereof, 10,000 were issued and outstanding. All of the issued and outstanding shares of Company Common Stock are validly issued and are fully paid and nonassessable.

(b) Except as set forth in Schedule 4.2(b) hereof, as of the date hereof there are no outstanding subscriptions, options, calls, contracts, commitments, understandings, restrictions, arrangements, rights or warrants, including any right of conversion or exchange under any outstanding security, instrument or other agreement, obligating the Company or any subsidiary of the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of the capital stock of the Company or obligating the Company to grant, extend or enter into any such agreement or commitment. Except as set forth in Schedule 4.2(b) hereof, there are no voting trusts, proxies or other agreements or understandings to which the Company is a party or is bound with respect to the voting of any shares of capital stock of the Company.

SECTION 4.3 Company Stockholders' Approval. The Company shall promptly submit this Agreement and the transactions contemplated hereby for the approval of its stockholders at a meeting of stockholders or pursuant to written consent and, subject to the fiduciary duties of the Board of Directors of the Company under applicable law, shall use its best efforts to obtain stockholder approval and adoption (the "Company Stockholders' Approval") of this Agreement and the transactions contemplated hereby. Such meeting shall be held as soon as practicable following the date hereof, but not later than the Closing Date. Subject to the fiduciary duties of the Board of Directors of the Company under applicable law, the Company shall, through its Board of Directors, recommend to its stockholders approval of the transaction contemplated by this Agreement.

SECTION 4.4 Authority; Non-Contravention; Approvals.

(a) The Company has full corporate power and authority to enter into this Agreement and, subject to the Company Stockholders' Approval, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, and the consummation by the Company of the transactions contemplated hereby, have been duly authorized by the Company's Board of Directors and no other corporate proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement and the consummation by the Company of the transactions contemplated hereby, except for the Company Stockholders' Approval. This Agreement has been duly and validly executed and delivered by the Company, and, assuming the due authorization, execution and delivery hereof by Parent and Subsidiary, constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and (b) general equitable principles.

(b) The execution and delivery of this Agreement by the Company does not, and the consummation by the Company of the transactions contemplated hereby will not, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company under any of the terms, conditions or provisions of (i) the charter or by-laws of the Company, (ii) subject to the receipt of the Company Stockholders' Approval, any statute, law, ordinance, rule, regulation, judgment, decree, order, injunction, writ, permit or license of any court or governmental authority applicable to the Company or any of its properties or assets, or (iii) any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument, obligation or agreement of any kind to which the Company is now a party or by which the Company or any of its properties or assets may be bound or affected, excluding from the foregoing clauses (ii) and (iii) such violations, conflicts, breaches, defaults, terminations, accelerations or creation of liens, security interest, charges or encumbrances that would not, in the aggregate, have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospect of the Company, taken as a whole.

(c) Except for the making of the Merger Filing with the Secretary of State of the State of Florida in connection with the Merger, no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby, other than such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not made or obtained, as the case may be, would not, in the aggregate, have a material adverse effect on the business, operations, properties assets, condition (financial or other), results of operations or prospects of the Company, taken as a whole.

SECTION 4.5 Litigation. There are no claims, suits, actions or proceedings pending or, to the knowledge of the Company, threatened against, relating to or affecting the Company, before any court, governmental department, commission, agency, instrumentality or authority, or any arbitrator. To the knowledge of the Company, the Company is not subject to any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or authority or any arbitrator which prohibits or restricts the consummation of the transactions contemplated hereby or would have any material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of the Company.

SECTION 4.6 No Violation of Law. The Company is not in violation of, or has been given notice or been charged with any violation of, any law, statute, order, rule, regulation, ordinance, or judgment (including, without limitation, any applicable environmental law, ordinance or regulation) of any governmental or regulatory body or authority, except for violations which, in the aggregate, do not have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of the Company, taken as a whole. As of the date of this Agreement, to the knowledge of the Company, no investigation or review by any governmental or regulatory body or authority is pending or threatened, nor has any governmental or regulatory body or authority indicated an intention to conduct the same.

SECTION 4.7 Compliance with Agreements. The Company is not in breach or violation of or in default in the performance or observance of any term or provision of, and no event has occurred which, with lapse of time or action by a third party, could result in a default under, (a) the respective charters, by-laws or other similar organizational instruments of the Company or (b) any contract, comments, agreement, indenture, mortgage, loan agreement, note, lease, bond, license, approval or other instrument to which the Company is a party or by which it is bound or to which any of its property is subject.

SECTION 4.8 Taxes.

(a) The Company has (i) duly filed with the appropriate governmental authorities all Tax Returns required to be filed by them for all periods ending on or prior to the Effective Time, and such Tax Returns are true, correct and complete in all material respects, and (ii) duly paid in full or made adequate provision for the payment of all Taxes for all periods ending at or prior to the Effective Time.

(b) For purposes of this Agreement, the term "Taxes" shall mean all taxes, charges, fees, levies or other assessments, including, without limitation, income, gross receipts, excise, property, sales, withholding, social security, occupation, use, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, imposed by the United States, or any state, local or foreign government or subdivision or agency thereof when computed on a separate, consolidated, unitary, combined or any other basis; and such term shall include any interest, fines, penalties or additional amounts attributable or imposed or with respect to any such taxes, charges, fees, levies or other assessments.

(c) For purposes of this Agreement, the term "Tax Return" shall mean any return, report or other document or information required to be supplied to a taxing authority in connection with Taxes.

ARTICLE V TRANSFER RESTRICTIONS

SECTION 5.1 Restricted Securities. Company and each holder of its securities that receive shares of Parent's Common Stock ("Recipient") understand that the shares of Parent's Common Stock being exchanged are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from Parent in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act, only in certain limited circumstances. In this connection, Company and any Recipient represent that they are familiar with SEC Rule 144, as now in effect, and understand the resale limitations imposed thereby and by the Act.

SECTION 5.2 Transfer Restrictions. Company and each Recipient understand that the shares of Parent Common Stock that are being exchanged are subject to a First Refusal Right as described hereunder;

(a) Restriction on Transfer. Each Recipient shall not transfer, assign, encumber, or otherwise dispose of any of the shares of Parent Common Stock to be transferred under this Agreement (the "Shares") in contravention of the Parent's First Refusal Right under this Section 5.2.

(b) Grant. The Parent is hereby granted the right of first refusal (the "First Refusal Right"), exercisable in connection with any proposed sale or other transfer of the Shares exchanged pursuant to this Agreement. For purposes of this Section 5.2, the term "transfer" shall include any assignment, pledge, encumbrance or other disposition for value of the Shares intended to be made by a Recipient.

(c) Notice of Intended Disposition. In the event the Recipient desires to accept a bona fide third-party offer for any or all of the Shares (the shares subject to such offer to be hereinafter called, solely for the purposes of this Section, the "Target Shares"), said Recipient shall promptly (i) deliver to the Secretary of the Parent written notice (the "Disposition Notice") of the offer and the basic terms and conditions thereof, including the proposed

Immediately subject to Parent's First Refusal Right hereunder, but only to the extent the Shares are at a time covered by such right.

(g) Lapse. The First Refusal Right under this Section 5.2 shall lapse and cease to have effect upon the earliest of the following to occur (i) a corporate transaction, (ii) the first date on which shares of Parent's Common Stock are held of record by more than five hundred (500) persons, (iii) a determination is made by Parent's Board of Directors that a public market exists for the outstanding shares of Parent's Common Stock or (iv) a firm commitment underwritten public offering pursuant to an effective registration statement under the 1933 Act, covering the offer and sale of Parent's Common Stock in the aggregate amount of at least \$7,500,000.

(h) Corporate Transaction. For purposes of this Section 5.2, a "Corporate Transaction" shall mean:

(i) a merger or acquisition in which Parent is not the surviving entity, except for a transaction the principal purpose of which is to change the State in which Parent is incorporated; or

(ii) the sale, transfer or other disposition of all or substantially all of the assets of Parent.

(i) Record Owner Parent shall not be required (i) to transfer on its books any Shares that have been sold or transferred in violation of the provisions of Section 5.2 or (ii) to treat as the owner of the Shares, or otherwise to accord voting or dividend rights to, any transferee to whom the Shares have been transferred in contravention of this Agreement.

SECTION 5.3 Legends. It is understood that the certificates evidencing the Parent Common Stock may bear one or more of the following legends:

(a) THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES ("STATE ACTS"). THE SECURITIES EVIDENCED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD OR TRANSFERRED FOR VALUE DIRECTLY OR INDIRECTLY, IN THE ABSENCE OF SUCH REGISTRATION UNDER THE ACT AND QUALIFICATION UNDER APPLICABLE STATE ACTS, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND QUALIFICATION UNDER APPLICABLE STATE ACTS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE REASONABLE SATISFACTION OF GFF;

(b) THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF THE WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF

purchase price, and (ii) provide satisfactory proof that the disposition of the Target Shares to the third-party offeror would not be in contravention of the provisions set forth elsewhere in this Agreement.

(d) Exercise of Right. Parent (or its assignees) shall, for a period of thirty (30) days following receipt of the Disposition Notice, have the right to repurchase not less than all of the Target Shares specified in the Disposition Notice upon substantially the same terms and conditions specified therein. Such right shall be exercisable by written notice (the "Exercise Notice") delivered to Recipient prior to the expiration of the thirty (30) day exercise period. If such right is exercised with respect to all the Target Shares specified in the Disposition notice, then Parent (or its assignees) shall effect the repurchase of the Target Shares, including payment of the purchase price, not more than five (5) business days after delivery of the Exercise Notice; and at such time Recipient shall deliver to Parent the certificates representing the Target Shares to be repurchased, each certificate to be properly endorsed for transfer.

Should the purchase price specified in the Disposition Notice be payable in property other than cash or evidences of indebtedness, Parent (or its assignees) shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If Recipient and Parent (or its assignees) cannot agree on such cash value within ten (10) days after Parent's receipt of the Disposition Notice, the valuation shall be made by an appraiser of recognized standing selected by Recipient and Parent (or its assignees), or, if they cannot agree on an appraiser within twenty (20) days after Parent's receipt of the Disposition Notice, each shall select an appraiser of recognized standing and the two appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by Recipient and Parent. The closing shall then be held on the latter of (i) the fifth business day following delivery of the Exercise Notice or (ii) the 15th day after such cash valuation shall have been made.

(e) Non-Exercise of Right. In the event the Exercise Notice is not given to Recipient within thirty (30) days following the date of Parent's receipt of the Disposition Notice, Recipient shall have a period of thirty (30) days thereafter, in which to sell or otherwise dispose of the Target Shares upon terms and conditions (including the purchase price) no more favorable to the third-party purchase than those specified in the Disposition Notice; provided, however, that any such sale or disposition must not be effected in contravention of the provisions contained elsewhere in this Agreement. The third-party purchaser shall acquire the Target Shares free and clear of all the terms and provisions of this Agreement (including Parent's First Refusal Right hereunder). In the event Recipient does not sell or otherwise dispose of the Target Shares within the specified thirty (30) day period, Parent's First Refusal Right shall continue to be applicable to any subsequent disposition of the Target Shares by Recipient until such right lapses in accordance with Section 5.2.

(f) Recapitalization. In the event of any stock dividend, stock split, recapitalization or other transaction affecting Parent's outstanding common stock as a class effected without receipt of consideration, then any new, substituted or additional securities or other property which is by reason of such transaction distributed with respect to the Shares shall be

THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES), SUCH AGREEMENT GRANTS A RIGHT OF FIRST REFUSAL TO THE COMPANY PURSUANT TO THE TERMS OF SUCH AGREEMENT. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE; and

(c) ANY LEGEND REQUIRED BY THE LAWS OF ANY STATE, INCLUDING ANY LEGEND REQUIRED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS AND SECTIONS 417 AND 418 OF THE CALIFORNIA CORPORATIONS CODE.

ARTICLE VI CONDITIONS

SECTION 6.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of the following conditions:

(a) This Agreement and the transactions contemplated hereby shall have been approved and adopted by the requisite vote of the stockholders of the Company under applicable law;

(b) No preliminary or permanent injunction or other order or decree by any federal or state court which prevents the consummation of the Merger shall have been issued and remain in effect (each party agreeing to use its reasonable efforts to have any such injunction, order or decree lifted);

(c) No action shall have been taken, and no statute, rule or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of the Merger;

(d) All governmental consents, orders and approvals legally required for the consummation of the Merger and the transactions contemplated hereby shall have been obtained and be in effect at the Effective Time, and all consents, orders and approvals legally required for the consummation of the Merger and the transactions contemplated hereby shall have become Final Orders;

(e) The Parent or its Subsidiary, concurrent with the execution of this Agreement, shall enter into employment agreements in the form of Exhibit "B" attached hereto with David Goldstein, Ronald Linares and Sean Wilson;

(f) The Subsidiary shall, concurrent with the Closing, effect the payoff of the Company's existing promissory notes to David Goldstein and Ronald Linares, each in the total amount of \$25,000. The applicable party shall tender his promissory note marked "cancelled" to Subsidiary prior to the Subsidiary's effecting the payoff; and

(g) The assignment and consent to assignment of any and all agreements, licensing agreements and related leases between Q Club, Inc., fka Sports & Fitness Clubs, Inc. Said assignments, consents and the underlying agreements shall be attached hereto as Exhibit "C."

SECTION 6.2 Conditions to Obligation of the Company to Effect the Merger. Unless waived by the Company, the obligation of the Company to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of the following additional conditions:

(a) Parent and Subsidiary shall have performed in all material respects their agreements contained in this Agreement required to be performed on or prior to the Closing Date and the representations and warranties of Parent and Subsidiary contained in this Agreement shall be true and correct in all material respects on and as of (i) the date made and (ii) the Closing Date, and the Company shall have received a certificate of the Chairman of the Board and Chief Executive Officer, the President or a Vice President of Parent and of the President and Chief Executive Officer or a Vice President of Subsidiary to that effect;

(b) Since the date hereof, (i) there shall have been no changes that constitute, and (ii) no event or events shall have occurred which have resulted in or constitute, a material adverse change in the business, operations, properties, assets, condition (financial or other), results of operations or prospects of Parent and the Subsidiary, taken as a whole (exclusive of changes or events resulting from regulatory, business or economic conditions of general applicability).

SECTION 6.3 Conditions to Obligations of Parent and Subsidiary to Effect the Merger. Unless waived by Parent and Subsidiary, the obligations of Parent and Subsidiary to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the additional following conditions:

(a) The Company shall have performed in all material respects its agreements contained in this Agreement required to be performed on or prior to the Closing Date and the representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on and as of (i) the date made and (ii) the Closing Date, and Parent shall have received a Certificate of the President and Chief Executive Officer or of a Vice President of the Company to that effect;

(b) Since the date hereof, (i) there shall have been no changes that constitute, and (ii) no event or events shall have occurred which have resulted in or constitute, a material adverse change in the business, operations, properties, assets, condition (financial or other), results of operations or prospects of the Company, taken as a whole (exclusive of changes or events resulting from regulatory, business or economic conditions of general applicability); and

(c) All governmental consents, orders, and approvals legally required for the consummation of the Merger and the transactions contemplated hereby shall have been obtained and be in effect at the Closing Date.

ARTICLE VII TERMINATION

SECTION 7.1 Termination. This Agreement may be terminated at any time prior to the Closing Date, whether before or after approval by the stockholders of the Company or Parent:

(a) by mutual consent of Parent and the Company; or

(b) unilaterally by Parent or the Company if the other fails to perform any covenant in any material respect in this Agreement, and does not cure the failure in all material respects within 30 business days after the terminating party delivers written notice of the alleged failure or if any condition to the obligations of that party is not satisfied (other than by reason of a breach by that party of its obligations hereunder), and it reasonably appears that the condition cannot be satisfied prior to April 15, 1997.

SECTION 7.2 Effect of Termination. In the event of termination of this Agreement by either Parent or the Company, as provided in Section 7.1, this Agreement shall forthwith become void and there shall be no further obligation on the part of either the Company, Parent, Subsidiary or their respective officers or directors.

ARTICLE VIII GENERAL PROVISIONS

SECTION 8.1 Survival of Representations and Warranties. All representations and warranties in this Agreement shall survive the Merger for a period of one (1) year.

SECTION 8.2 Brokers. The Company represents and warrants that no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Merger or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company. Parent and Subsidiary represent and warrant that no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Merger or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Parent or Subsidiary.

SECTION 8.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail (return receipt requested) or sent via facsimile to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to Parent or Subsidiary to:	The Good Food Fast Companies 151 Kalmus Drive, Suite E-200 Costa Mesa, California 92626 Attention: Christopher A. Wheeler
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with a copy to:

Jeffers, Wilson & Shaff, LLP
18881 Von Karman Ave, Suite 1400
Irvine, California 92612
Attention: Barry D. Falk, Esq.

(b) If to the Company, to:

Foodworx Management Group, Inc.
1000 NW 190th Avenue
Pembroke Pines, FL 33029
Attention: Ron Linares

with a copy to:

Wedderburn and Jacobs, P.A.
16300 N.E. 19th Avenue, Suite 208
North Miami Beach, Florida 33162
Attention: Norman E. Wedderburn, Esq.

SECTION 8.4 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 8.5 Agreement is Entire Contract. This Agreement (including its exhibits) supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the making of this Agreement relied upon by either party herein, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

SECTION 8.6 Confidentiality. Each party will hold in confidence for a period of one (1) year all information obtained from the other in relation to the transactions contemplated by this Agreement. If the transactions contemplated hereby are not consummated, the parties will return all documents so obtained. This obligation of confidentiality shall not extend to any information which is shown to have previously been (i) known to the party receiving it, (ii) generally known to others engaged in the trade or business of the party receiving it, (iii) part of public knowledge or literature, or (iv) lawfully received from a third party.

SECTION 8.7 Time. Time is of the essence in the performance of this Agreement.

SECTION 8.8 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and the Parent and Subsidiary's legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms and conditions hereof.

SECTION 8.9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, as such laws are applied to contracts entered into and performed in such State, and excluding body of law relating to conflict of laws.

SECTION 8.10 Arbitration. Any controversy arising under this Agreement shall be resolved by binding arbitration under the rules of commercial arbitration of the American Arbitration Association.

SECTION 8.11 Disclosures Concerning Arbitration.

- (a) Arbitration is final and binding on the parties.
- (b) The parties are waiving their right to seek remedies in court, including the right to trial.
- (c) Pre-arbitration discovery is generally more limited than and different from court proceedings.
- (d) The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of findings by the arbitrators is strictly limited.

SECTION 8.12 Venue. The venue for the arbitration proceeding shall be Orange County, California.

SECTION 8.13 Attorneys' Fees. If an action or arbitration is brought to enforce or interpret the provisions of this Agreement, the party prevailing in such action or arbitration shall be entitled to recover reasonable attorneys' fees and costs of collection.

SECTION 8.14 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

SECTION 8.15 Amendments. Any provision of this Agreement may be amended, waived or modified only upon written consent of both parties.

SECTION 8.16 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant thereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

SECTION 8.17 Miscellaneous. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (b) shall not be assigned by operation of law or otherwise; and (c) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to the provisions thereof relating to conflicts of law).

SECTION 8.18 Counterparts. This Agreement may be executed in two or more counterparts, including electronically transmitted counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement

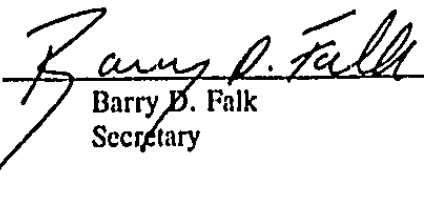
SECTION 8.19 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 8.20 Expenses. Except as set forth in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.


IN WITNESS WHEREOF, Parent, Subsidiary and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

The Good Food East Companies

By: 
Name: Christopher A. Wheeler
Title: President


By: 
Name: Barry D. Falk
Title: Secretary

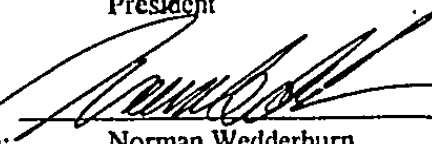
foodworx, Inc.

By: 
Name: Christopher A. Wheeler
Title: President

By: 
Name: Barry D. Falk
Title: Secretary

foodworx Management Group, Inc.

By: 
Name: David Goldstein
Title: President

By: 
Name: Norman Wedderburn
Title: Secretary

Principal Shareholders:


David Goldstein


Ronald Linares

EXHIBIT A-1

NEVADA ARTICLES OF MERGER

**Articles of Merger
for
foodworx, Inc.,
a Nevada corporation**

Christopher Wheeler and Barry D. Falk certify that:

1. They are the President and Secretary, respectively, of foodworx, Inc., a Nevada corporation (the "Surviving Corporation").
2. The Surviving Corporation and foodworx Management Group, Inc., a Florida corporation ("FMG" or the "Disappearing Corporation"), have entered into that certain Merger Agreement and Plan of Reorganization dated April 30, 1997 (the "Merger Agreement") pursuant to which FMG will merge with and into the Surviving Corporation, a wholly-owned subsidiary of The Good Food Fast Companies, a Nevada corporation ("Parent").
3. The Merger Agreement was approved by the unanimous consent of the Board of Directors and the sole shareholder of the Surviving Corporation, the Board of Directors and shareholders of FMG, and the Board of Directors of Parent. Approval by the owners of Parent was not required.
4. The Merger Agreement was submitted to the shareholders of the Surviving Corporation by the Board of Directors of foodworx, Inc. The shares entitled to vote thereon consist of one class of securities, designated Common Stock. As of the date of the unanimous written consent effected to approve the Merger Agreement, there were 1,000 shares of Common Stock issued and outstanding, each of which is entitled to one vote with respect to all matters. The total number of votes cast in favor of the Merger Agreement was 1,000 and no votes were cast against the Merger Agreement. The number of votes cast in favor of the Merger Agreement was sufficient for approval by the holder of Common Stock.
5. The Merger Agreement was submitted to the shareholders of FMG by the Board of Directors of FMG. The shares entitled to vote thereon consist of one class of securities designated Common Stock. As of the date of the unanimous written consent effected to approve the Merger Agreement, there were 10,000 shares of Common Stock issued and outstanding, each of which is entitled to one vote with respect to all matters. The total number of votes cast in favor of the Merger Agreement was 10,000 and no votes were cast against the Merger Agreement. The number of votes cast in favor of the Merger Agreement was sufficient for approval by the holders of Common Stock.
6. The Articles of Incorporation of the Surviving Corporation are not being amended in the Merger.
7. The completed executed Merger Agreement is on file at the registered office of the Surviving Corporation and will be furnished by the Surviving Corporation, on request and


without cost, to any stockholder of any corporation which is a party to the Merger Agreement.

8. The governing law of the Surviving Corporation is the law of the State of Nevada and specifically Chapter 92A of the Nevada Revised Statutes. The governing law of FMG is the law of the State of Florida and specifically Chapter 607 of the Florida Statutes.
9. The forwarding address for FMG is:

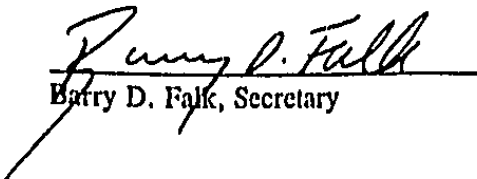
151 Kalnus Drive, Suite E-200
Costa Mesa, California 92626

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: April 30, 1997



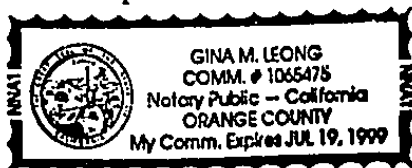
Christopher A. Wheeler, President



Barry D. Falk, Secretary

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On April 30, 1997, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher A. Wheeler and Barry D. Falk, the President and Secretary, respectively, of foodworx, inc., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they did execute the same for and on behalf of said corporation.



WITNESS my hand and official seal.

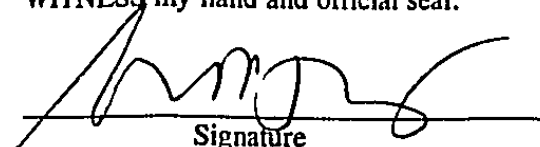

Signature

EXHIBIT A-2

FLORIDA ARTICLES OF MERGER

**Articles of Merger
for
foodworx Management Group, Inc.,
a Florida corporation**

David Goldstein and Norman Wedderburn certify that:

1. They are the President and Secretary, respectively, of foodworx Management Group, Inc., a Florida corporation ("FMG" or the "Disappearing Corporation").
2. The Disappearing Corporation and foodworx, Inc., a Nevada corporation (the "Surviving Corporation"), have entered into that certain Merger Agreement and Plan of Reorganization dated April 30, 1997 (the "Merger Agreement") pursuant to which FMG will merge with and into the Surviving Corporation, a wholly-owned subsidiary of The Good Food Fast Companies, a Nevada corporation ("Parent").
3. The Merger Agreement was approved by the unanimous consent of the Board of Directors and the sole shareholder of the Surviving Corporation, the Board of Directors and shareholders of FMG, and the Board of Directors of Parent. Approval by the owners of Parent was not required.
4. The Merger Agreement was submitted to the shareholders of FMG by the Board of Directors of FMG. The shares entitled to vote thereon consist of one class of securities designated Common Stock. As of the date of the unanimous written consent effected to approve the Merger Agreement, there were 10,000 shares of Common Stock issued and outstanding, each of which is entitled to one vote with respect to all matters. The total number of votes cast in favor of the Merger Agreement was 10,000 and no votes were cast against the Merger Agreement. The number of votes cast in favor of the Merger Agreement was sufficient for approval by the holders of Common Stock.
5. The Merger Agreement was submitted to the shareholders of the Surviving Corporation by the Board of Directors of foodworx, inc. The shares entitled to vote thereon consist of one class of securities, designated Common Stock. As of the date of the unanimous written consent effected to approve the Merger Agreement, there were 1,000 shares of Common Stock issued and outstanding, each of which is entitled to one vote with respect to all matters. The total number of votes cast in favor of the Merger Agreement was 1,000 and no votes were cast against the Merger Agreement. The number of votes cast in favor of the Merger Agreement was sufficient for approval by the holder of Common Stock.
6. The Articles of Incorporation of the Surviving Corporation are not being amended in the Merger.
7. The completed executed Merger Agreement is on file at the registered office of the Surviving Corporation and will be furnished by the Surviving Corporation, on request and

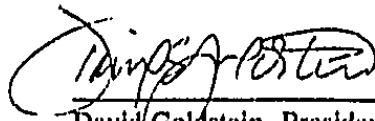
without cost, to any stockholder of any corporation which is a party to the Merger Agreement.

8. The governing law of the Surviving Corporation is the law of the State of Nevada and specifically Chapter 92A of the Nevada Revised Statutes. The governing law of FMG is the law of the State of Florida and specifically Chapter 607 of the Florida Statutes.
9. The forwarding address for FMG is:


151 Kalmus Drive, Suite B-200
Costa Mesa, California 92626

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: April 22, 1997



David Goldstein, President



Norman Wedderburn, Secretary


STATE OF FLORIDA)
)
COUNTY OF Dade)

On April 30, 1997, before me, the undersigned, a Notary Public in and for said state, personally appeared David Goldstein and Norman Wedderburn, the President and Secretary, respectively, of foodworx Management Group, Inc., a Florida corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they did execute the same for and on behalf of said corporation.



BRUCE R. JACOBS
My Commission CC-200349
Expires Mar. 30, 1998
Bonded by HAI
800-422-1555

WITNESS my hand and official seal.



Signature

G:\CLIENTS\GOOD\FOODWORX\MERGER\ARTMRCR1.FMG

EXHIBIT "D"
EMPLOYMENT AGREEMENTS

EMPLOYMENT AGREEMENT

This Agreement is entered into on April 1, 1997 by and between Foodworx, Inc., a Nevada corporation, GIP Management Company, a Nevada corporation (collectively, the "Company"), and David Goldstein (the "Employee") under the following terms and conditions:

RECITALS:

WHEREAS, the Company and Employee desire to set forth the terms and conditions on which (i) the Company shall employ Employee, (ii) Employee shall render services to the Company, and (iii) the Company shall compensate Employee for such services; and

WHEREAS, in connection with the employment of Employee by the Company, the Company desires to restrict Employee's rights to compete with the business of the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. EMPLOYMENT.

The Company hereby employs Employee and Employee hereby accepts employment with the Company upon the terms and conditions hereinafter set forth.

2. TERM.

2.1 The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (as defined in Subparagraph 2.3 below) of this Agreement through April 30, 2000, subject, however, to prior termination as provided hereinbelow, in Paragraph 6.

2.2 For purposes of extending the term of the relationship between the Company and Employee, the parties agree to enter into good faith negotiations within sixty (60) days prior to the end of the Term. In the event that the parties are unable to reach an agreement by the end of the Term, this Agreement shall be automatically terminated on April 30, 2000.

2.3 The effective date of this Agreement shall be April 1, 1997 (the "Effective Date").

3. COMPENSATION.

3.1 For all services rendered by Employee under this Agreement, the Company shall pay Employee a base salary of Eighty Thousand Dollars (\$80,000) per year (the "Base Salary"). The amount of Base Salary shall be increased by \$10,000 at the yearly anniversary of the Effective Date. The Company may, but shall not be obligated to, increase the amount of the

Base Salary at any time and from time to time. No such change shall in any way abrogate, alter, terminate or otherwise effect the other terms of this Agreement.

3.2 In addition to the Base Salary, Employee shall be eligible to receive a bonus ("Bonus") based upon specific GFI Management Company performance and earnings parameters to be agreed upon by the parties prior to the Effective Date wherein Employee shall be eligible to receive a Bonus of up to four percent (4%) of the gross revenues of GFI Management Company. Said Bonus, if earned, shall be paid quarterly in arrears.

3.3 Employee may be required to relocate in order to afford a more preferable proximity to the Company's (or The Good Food Fast Companies') offices. If such relocation is required, a moving and relocation allowance shall be provided by the Company to cover reasonable moving and relocation expenses.

3.4 If Employee is required to relocate, Base Salary shall be reviewed and adjusted accordingly to provide for any major increases in the cost of living or state income tax liability (if any) as a result of such relocation.

3.5 In addition to the Base Salary and Bonus, Employee shall be entitled to participate in or receive benefits under (a) the Company's health insurance plans or arrangements as in effect on the date hereof or created hereafter for such period of time as such plans and arrangements shall remain in effect or (b) a cash health insurance allowance of One Hundred Fifty Dollars (\$150) per month. In addition, Employee shall be entitled to an automobile allowance of Four Hundred Dollars (\$400) per month.

3.6 Employee shall be entitled to the number of paid vacation days in each calendar year, and to compensation for earned but unused vacation days, determined by the Company from time to time for its employees. Employee shall also be entitled to all paid holidays given by the Company to its employees.

3.7 Employee shall be allowed to participate in any employee stock option plan if and when created and adopted by the Company's Board of Directors commensurate in equal portions to the standards and levels of participation of all other eligible employees.

3.8 All compensation shall be subject to customary withholding tax and other employment taxes as are required with respect to compensation paid by a corporation to an employee.

4. DUTIES AND RESPONSIBILITIES.

4.1 Employee shall, during the Term of this Agreement, devote his full attention and expend his best efforts, energies, and skills, on a full-time basis, to the business of the Company, The Good Food Fast Companies ("Parent"), and any corporation controlled by the

Company or Parent. Employee shall not, during the term of this Agreement, be engaged in any other business activity without the prior consent of the Board of Directors of the Company; provided, however, that this restriction shall not be construed as preventing Employee from investing his personal assets in passive investments.

4.2 During the Term of this Agreement, Employee shall serve as the Company's Vice President of Operations. In the performance of all of his responsibilities hereunder, Employee shall be subject to all of the Company's policies, rules, and regulations applicable to its Employees of comparable status and shall report directly to, and shall be subject to, the direction and control of the President of the Company and shall perform such duties as shall be assigned to him by the President, if any. In performing such duties, Employee will be subject to and abide by, and will use his best efforts to cause other employees of the Company to be subject to and abide by, all policies and procedures developed by the Company.

4.3 Employee hereby agrees to promote and develop all business opportunities that come to his attention relating to current or anticipated future business of the Company, in a manner consistent with the best interests of the Company and with his duties under this Agreement. Should Employee discover a business opportunity that does not relate to the current or anticipated future business of the Company, he shall first offer such opportunity to the Company. Should the Board of Directors of the Company not exercise its right to pursue this business opportunity within a reasonable period of time, not to exceed sixty (60) days, then Employee with the consent of the Board of Directors may develop the business opportunity for himself; provided, however, that such development may in no way conflict or interfere with the duties owed by Employee to the Company under this Agreement. Further, Employee may develop such business opportunities only on his own time, and may not use any service, personnel, equipment, supplies, facility, or trade secrets of the Company in their development. As used herein, the term "business opportunity" shall not include business opportunities involving investment in publicly traded stocks, bonds or other securities, or other investments of a personal nature.

4.4 Without first obtaining the written permission of the Company, Employee will not authorize or permit the Company to engage the services of, or engage in any business activity with, or provide any financial or other benefit to, any affiliate of Employee. The phrase "affiliate of Employee" as used in this Section shall mean and include Employee's family by blood or marriage (including, without limitation, parents, spouse, siblings, children and in-laws), and any business or business entity which is directly or indirectly owned or controlled by Employee or any member of the Employee's family or in which Employee or any member of the Employee's family has any direct or indirect financial interest whatsoever.

4.5 To induce the Company to enter into this Agreement, the Employee represents and warrants to the Company that (a) the Employee is not a party or subject to any employment agreement or arrangement with any other person, firm, company, corporation or other business entity, (b) the Employee is subject to no restraint, limitation or restriction by virtue

of any agreement or arrangement, or by virtue of any law or rule of law or otherwise which would impair the Employee's right or ability (i) to enter the employ of the Company, or (ii) to perform fully his duties and obligations pursuant to this Agreement, and (c) to the best of Employee's knowledge no material litigation is pending or threatened against any business or business entity owned or controlled or formerly owned or controlled by Employee.

5. RESTRICTIVE COVENANTS.

5.1 Employee acknowledges that (i) he has a major responsibility for the operation, development and growth of the Company's business, (ii) his or her work for the Company has brought him or her and will continue to bring him or her into close contact with confidential information of the Company and its customers, and (iii) the agreements and covenants contained in this Section 5 are essential to protect the business interest of the Company and that the Company will not enter into this Agreement but for such agreements and covenants. Accordingly, the Employee covenants and agrees as follows:

(a) Except as otherwise provided for in this Agreement, during the Term of this Agreement and, if this Agreement is terminated for any reason during the Term, for two (2) years following such date of termination (the "Termination Period"), the Employee shall not, directly or indirectly, compete with respect to any services or products of the Company which are either offered or are being developed by the Company in the states of Nevada and California, it being understood that Employee's business territory encompasses operations throughout these same states, and that this restrictive covenant is a separate covenant for each county within California; or, without limiting the generality of the foregoing, be or become, or agree to be or become, interested in or associated with, in any capacity (whether as a partner, shareholder, owner, officer, director, Employee, principal, agent, creditor, trustee, consultant, co-venturer or otherwise) with any individual, corporation, firm, association, partnership, joint venture or other business entity, which competes with respect to any services or products of the Company which are either offered or are being developed by the Company in the aforementioned states; provided, however, that the Employee may own, solely as an investment, not more than one percent (1%) of any class of securities of any publicly held corporation in competition with the Company whose securities are traded on any national securities exchange in the United States of America, and may retain his ownership interest in those entities referred to in Subparagraph 4.1.

(b) During the term of this Agreement and, if applicable, during the Termination Period, the Employee shall not, directly or indirectly, (i) induce or attempt to influence any Employee of the Company to leave its employ, (ii) aid or agree to aid any competitor, customer or supplier of the Company in any attempt to hire any person who shall have been employed by the Company within the one (1) year period preceding such requested aid, or (iii) induce or attempt to influence any person or business entity who was a customer or supplier of the Company during any portion of said period to transact business with a competitor of the Company in Company's business.

(c) During the Term of this Agreement, the Termination Period, if applicable, and thereafter, the Employee shall not other than in the performance of his duties disclose to anyone any information about the affairs of the Company, including, without limitation, trade secrets, trade "know-how", inventions, customer lists, business plans, operational methods, pricing policies, marketing plans, sales plans, identity of suppliers or customers, sales, profits or other financial information, which is confidential to the Company or is not generally known in the relevant trade, nor shall the Employee make use of any such information for his own benefit. Any technique, method, process or technology used by the Company shall be considered a "trade secret" for the purposes of this Agreement.

(d) Employee hereby agrees that all know-how, documents, reports, plans, proposals, marketing and sales plans, client lists, client files and materials made by him or by the Company are the property of the Company and shall not be used by him in any way adverse to the Company's interests. Employee shall not deliver, reproduce or in any way allow such documents or things to be delivered or used by any third party without specific direction or consent of the Board of Directors of the Company. Employee hereby assigns to the Company any rights which he may have in any such trade secret or proprietary information.

5.2 If the Employee breaches, or threatens to commit a breach of Section 5.1 (the "Restrictive Covenants"), the Company shall have the following rights and remedies, each of which shall be enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity.

(a) The Employee shall account for and pay over to the Company all compensation, profits, and other benefits, after taxes, which inure to Employee's benefit which are derived or received by the Employee or any person or business entity controlled by the Employee resulting from any action or transactions constituting a breach of any of the Restrictive Covenants.

(b) Notwithstanding the provisions of subsection 5.2(a) above, the Employee acknowledges and agrees that in the event of a violation or threatened violation of any of the provisions of Section 5, the Company shall have no adequate remedy at law and shall therefore be entitled to enforce each such provision by temporary or permanent injunctive or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to any other rights and remedies which may be available at law or in equity.

5.3 If any of the Restrictive Covenants, or any part thereof, is held to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid or unenforceable portions. Without limiting the generality of the foregoing, if any of the Restrictive Covenants, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties

hereto agree that the court making such termination shall have the power to reduce the duration and/or area of such provision and, in its reduced form, such provision shall then be enforceable.

5.4 The parties hereto intend to and hereby confer jurisdiction to enforce the Restrictive Covenants upon the courts of any jurisdiction within the geographical scope of such Restrictive Covenants. In the event that the courts of any one or more of such jurisdictions shall hold such Restrictive Covenants wholly unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdictions within the geographical scope of such Restrictive Covenants, as to breaches of such covenants in such other respective jurisdictions, the above covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

6. TERMINATION.

6.1 The Company may terminate the Employee's employment under this Agreement at any time for Cause. "Cause" shall exist for such termination if Employee (i) is adjudicated guilty of any crime involving fraud, dishonesty or moral turpitude by a court of competent jurisdiction, (ii) commits any act of fraud or intentional misrepresentation, (iii) has, in the reasonable judgment of the Company's Board of Directors, (a) engaged in serious misconduct, which conduct has, or would if generally known, materially adversely affect the good will or reputation of the Company and which conduct the Employee has not cured or altered to the satisfaction of the Board of Directors within ten (10) days following notice by the Board of Directors to the Employee regarding such conduct, or (b) wilfully and intentionally failed to perform his duties as specified to him by the Board of Directors, or (iii) has made any material misrepresentation to the Company.

6.2 If the Company terminates the Employee's employment under this Agreement pursuant to the provisions of Section 6.1 hereof, the Employee shall not be entitled to receive any compensation following the date of such termination. Additionally, the Company reserves the right to offset against any and all sums payable under this Agreement an amount equal to any and all damages sustained by the Company related to Employee's termination for Cause.

6.3 This Agreement shall automatically terminate on the last day of the month in which Employee dies or becomes permanently incapacitated. "Permanent incapacity" as used herein shall mean mental or physical incapacity, or both, reasonably determined by the Company's Board of Directors based upon a certification of such incapacity by, in the discretion of the Company's Board of Directors, either Employee's regularly attending physician or a duly licensed physician selected by the Company's Board of Directors, rendering Employee unable to perform substantially all of his or her duties hereunder and which appears reasonably certain to continue for at least six consecutive months without substantial improvement. Employee shall be deemed to have "become permanently incapacitated" on the date the Company's Board of Directors has determined that Employee is permanently incapacitated and so notifies Employee.

6.4 Upon termination because of disability, the Employee shall be entitled to receive compensation for six (6) months from the date of such termination (such payments to be diminished, however, by the extent to which the Employee receives compensation during such period from any disability insurance or other income source) in an amount equal to the monthly compensation paid Employee for the month prior to such termination.

6.5 Employee's employment may be terminated by the Company "without cause" (for any reason or no reason at all) at any time by giving Employee 60 days prior written notice of termination, which termination shall be effective on the 60th day following such notice. If Employee's employment under this Agreement is so terminated, the Company shall continue to provide compensation to the terminated individual at that individual's then current compensation rate for a period of six (6) months. At the end of the six (6) month period, the Company shall not be obligated to continue providing any benefits to Employee (except as may be required by law).

6.6 Employee may terminate his or her employment hereunder by giving the Company 90 days prior written notice, which termination shall be effective on the 90th day following such notice. Voluntary termination shall not entitle the Employee to receive any compensation following the date of termination.

6.7 At the Company's option, Employee shall immediately leave the Company's premises on the date notice of termination is given by either Employee or the Company.

7. MISCELLANEOUS.

7.1 The Company may, from time to time, apply for and take out, in its own name and at its own expense, life, health, accident, disability or other insurance upon the Employee in any sum or sums that it may deem necessary to protect its interests, and the Employee agrees to aid and cooperate in all reasonable respects with the Company in procuring any and all such insurance, including without limitation, submitting to the usual and customary medical examinations, and by filling out, executing and delivering such applications and other instruments in writing as may be reasonably required by an insurance company or companies to which an application or applications for such insurance may be made by or for the Company. In order to induce the Company to enter this Agreement, the Employee represents and warrants to the Company that to the best of his knowledge the Employee is insurable at standard (non-rated) premiums.

7.2 This Agreement is a personal contract, and the rights and interests of the Employee hereunder may not be sold, transferred, assigned, pledged or hypothecated except as otherwise expressly permitted by the provisions of this Agreement. The Employee shall not under any circumstances have any option or right to require payment hereunder otherwise than in accordance with the terms hereof. Except as otherwise expressly provided herein, the Employee shall not have any power of anticipation, alienation or assignment of payments contemplated hereunder, and all rights and benefits of the Employee shall be for the sole personal benefit of the

Employee, and no other person shall acquire any right, title or interest hereunder by reason of any sale, assignment, transfer, claim or judgment or bankruptcy proceedings against the Employee; provided, however, that in the event of the Employee's death, the Employee's estate, legal representative or beneficiaries (as the case may be) shall have the right to receive all of the benefit that accrued to the Employee pursuant to, and in accordance with, the terms of this Agreement.

7.3 The Company shall have the right to assign this Agreement to any successor of substantially all of its business or assets, and any such successor shall be bound by all of the provisions hereof.

8. NOTICES.

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when mailed in any general or branch United States Post Office, enclosed in a registered or certified postpaid envelope, addressed to the parties stated below or to such changed address as such party may have fixed by notice:

TO THE COMPANY: foodworx, inc.
c/o The Good Food Fast Companies
151 Kalnus Drive, Suite E-200
Costa Mesa, California 92626
Attn: Christopher A. Wheeler

COPY TO: Barry D. Falk, Esq.
JEFFERS, WILSON & SHAFF, LLP
18881 Von Karman Ave., Suite 1400
Irvine, California 92612

TO THE EMPLOYEE: David Goldstein
1133 S.W. 5th Street
Boca Raton, Florida 33486

9. ENTIRE AGREEMENT.

This Agreement supersedes any and all Agreements, whether oral or written, between the parties hereto, with respect to the employment of Employee by the Company and contains all of the covenants and Agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise with respect to such employment not contained in this

Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

10. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. ATTORNEYS' FEES.

Should any litigation or arbitration be commenced between the parties hereto or their personal representatives concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its or their attorneys' fees in such litigation or arbitration which shall be determined by the court or arbitration board.

12. ARBITRATION.

Any matter or disagreement arising under this Agreement shall be submitted in Orange County, California for decision to a panel of three neutral arbitrators with expertise in the subject matter to be arbitrated. One arbitrator will be selected by each party and the two arbitrators so selected shall select the third arbitrator. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision and award rendered by the arbitrators shall be final and binding. Judgment upon the award may be entered in any court having jurisdiction thereof. Any arbitration shall be held in Orange County, California, or such other place which may be mutually agreed upon by the parties.

13. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the States of California and Florida. Where such laws are in conflict, the laws of the State of California shall prevail.

14. BINDING NATURE.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

15. WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. CORPORATE APPROVALS.

The Company represents and warrants that the execution of this Agreement by its corporate officer named below has been duly authorized by the Board of Directors of the Company, is not in conflict with any Bylaw or other agreement and will be a binding obligation of the Company, enforceable in accordance with its terms.

17. CONTINUED OBLIGATIONS.

The obligations of Employee under paragraph 5 hereof shall survive the termination of this Agreement to the extent specified in paragraph 5.

18. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

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

THE COMPANY:

foodworx, inc.

By: 

Christopher A. Wheeler, President

GFF Management Company

By: 

Christopher A. Wheeler, President

EMPLOYEE:

Signed: 

David Goldstein

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EMPLOYMENT AGREEMENT

This Agreement is entered into on April 1, 1997 by and between GIP Management Company, a Nevada corporation (the "Company"), and Ronald Linares (the "Employee") under the following terms and conditions:

RECITALS:

WHEREAS, the Company and Employee desire to set forth the terms and conditions on which (i) the Company shall employ Employee, (ii) Employee shall render services to the Company, and (iii) the Company shall compensate Employee for such services; and

WHEREAS, in connection with the employment of Employee by the Company, the Company desires to restrict Employee's rights to compete with the business of the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. EMPLOYMENT.

The Company hereby employs Employee and Employee hereby accepts employment with the Company upon the terms and conditions hereinafter set forth.

2. TERM.

2.1 The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (as defined in Subparagraph 2.3 below) of this Agreement through April 30, 2000, subject, however, to prior termination as provided hereinbelow, in Paragraph 6.

2.2 Employee's initial status shall be part-time and shall continue from the Effective Date until no later than January 1, 1998. On January 1, 1998, or earlier as the case may be, Employee's employment status shall convert from part-time to full-time employment with the Company.

2.3 The effective date of this Agreement shall be April 1, 1997 (the "Effective Date").

3. COMPENSATION.

3.1 (a) Part-time. For all services rendered by Employee in a part-time status, the Company shall pay Employee a base salary of Two Thousand Dollars (\$2,000) per month (the "Part-time Base Salary"). Employee shall be required to devote a minimum of forty (40) hours per month to the business of the Company. The Company shall pay Employee the amount of One

Hundred Dollars (\$100.00) per hour for any services rendered in excess of the forty (40) hours minimum required per month. The Company may, but shall not be obligated to, increase the amount of the Part-time Base Salary at any time and from time to time. No such change shall in any way abrogate, alter, terminate or otherwise effect the other terms of this Agreement.

(b) Full-time. For all services rendered by Employee as full-time Chief Financial Officer, the Company shall pay Employee a base salary of ^{NINETY \$2} Eighty-Thousand Dollars (\$80,000) ^{90,000} per month (the "Full-time Base Salary"). The Company may, but shall not be obligated to, increase the amount of the Full-time Base Salary at any time and from time to time. No such change shall in any way abrogate, alter, terminate or otherwise effect the other terms of this Agreement.

3.2 In addition to the Part-time Base Salary or Full-time Base Salary, as applicable, Employee shall be eligible to receive a bonus ("Bonus") based upon specific performance and earnings parameters related to GFP Management Company to be agreed upon by the parties prior to the Effective Date wherein Employee shall be eligible to receive a Bonus of four percent (4%) of GFP Management Company's gross revenues. Said Bonus, if earned, shall be paid quarterly in arrears.

3.3 Employee may be required to relocate in order to afford a more preferable proximity to the Company's offices. If such relocation is required, a moving and relocation allowance shall be provided by the Company to cover reasonable moving and relocation expenses.

3.4 If Employee is required to relocate, Part-time Base Salary or Full-time Base Salary, as applicable, shall be reviewed and adjusted accordingly to provide for any major increases in the cost of living or state income tax liability (if any) as a result of such relocation.

3.5 Additional Full-time Compensation.

(a) In addition to the Full-time Base Salary and Bonus only, Employee shall be entitled to participate in or receive benefits under (i) the Company's health insurance plans or arrangements as in effect on the date hereof for such period of time as such plans and arrangements shall remain in effect or (ii) a cash health insurance allowance of One Hundred Fifty Dollars (\$150) per month. In addition, Employee shall be entitled to an automobile allowance of Four Hundred Dollars (\$400) per month.

(b) Employee shall be entitled to the number of paid vacation days in each calendar year, and to compensation for earned but unused vacation days, determined by the Company from time to time for its employees. Employee shall also be entitled to all paid holidays given by the Company to its employees.

(c) Employee shall be allowed to participate in any employee stock option plan if and when created and adopted by the Company's Board of Directors commensurate in equal portions to the standards and levels of participation of all other eligible employee shareholders.

3.6 All compensation shall be subject to customary withholding tax and other employment taxes as are required with respect to compensation paid by a corporation to an employee.

4. DUTIES AND RESPONSIBILITIES.

4.1 Employee shall, during the Term of this Agreement, devote sufficient attention and expend his best efforts, energies, and skills, initially on a part-time basis, to the business of the Company, and any corporation controlled by the Company, including (a) P.O.S. software interface, (b) budget and forecasting, (c) CIO consulting to the Company's Controller, and (d) maintaining Cafe - Q's books. Subsequent to Employee's conversion to full-time status, Employee shall devote his full attention and expend his best efforts, energies, and skills, on a full-time basis, to the business of the Company, and any corporation controlled by the Company. The duties and responsibilities of Employee may be modified, at the Company's discretion, at the transition to Employee's full-time status. Employee shall not, at any time during the Term of this Agreement, be engaged in any other business activity to the detriment of the Company. Further, Employee shall not, as a full-time employee, be engaged in any other business activity without the prior consent of the Board of Directors of the Company; provided, however, that this restriction shall not be construed as preventing Employee from investing his personal assets in passive investments in business entities.

4.2 Initially, Employee shall serve as part-time financial advisor to the Company. Subsequently, pursuant to Paragraph 2.2 above, Employee shall assume full-time status as the Company's Chief Financial Officer no later than January 1, 1998. Moreover, in both capacities and in the performance of all of his responsibilities hereunder, Employee shall be subject to all of the Company's policies, rules, and regulations applicable to its Employees of comparable status and shall report directly to, and shall be subject to, the direction and control of the President of the Company and shall perform such duties as shall be assigned to him by the President. In performing such duties, Employee will be subject to and abide by, and will use his best efforts to cause other employees of the Company to be subject to and abide by, all policies and procedures developed by the Company.

4.3 Employee hereby agrees to promote and develop all business opportunities that come to his attention relating to current or anticipated future business of the Company, in a manner consistent with the best interests of the Company and with his duties under his Agreement. Should Employee discover a business opportunity that does not relate to the current or anticipated future business of the Company, he shall first offer such opportunity to the Company. Should the Board of Directors of the Company not exercise its right to pursue this business opportunity within a reasonable period of time, not to exceed sixty (60) days, then

Employee with the consent of the Board of Directors may develop the business opportunity for himself; provided, however, that such development may in no way conflict or interfere with the duties owed by Employee to the Company under this Agreement. Further, Employee may develop such business opportunities only on his own time, and may not use any service, personnel, equipment, supplies, facility, or trade secrets of the Company in their development. As used herein, the term "business opportunity" shall not include business opportunities involving investment in publicly traded stocks, bonds or other securities, or other investments of a personal nature.

4.4 Without first obtaining the written permission of the Company, Employee will not authorize or permit the Company to engage the services of, or engage in any business activity with, or provide any financial or other benefit to, any affiliate of Employee. The phrase "affiliate of Employee" as used in this Section shall mean and include Employee's family by blood or marriage (including, without limitation, parents, spouse, siblings, children and in-laws), and any business or business entity which is directly or indirectly owned or controlled by Employee or any member of the Employee's family or in which Employee or any member of the Employee's family has any direct or indirect financial interest whatsoever.

4.5 To induce the Company to enter into this Agreement, the Employee represents and warrants to the Company that (a) the Employee is not a party or subject to any employment agreement or arrangement with any other person, firm, company, corporation or other business entity, (b) the Employee is subject to no restraint, limitation or restriction by virtue of any agreement or arrangement, or by virtue of any law or rule of law or otherwise which would impair the Employee's right or ability (i) to enter the employ of the Company, or (ii) to perform fully his duties and obligations pursuant to this Agreement, and (c) to the best of Employee's knowledge no material litigation is pending or threatened against any business or business entity owned or controlled or formerly owned or controlled by Employee.

5. RESTRICTIVE COVENANTS.

5.1 Employee acknowledges that (i) he has a major responsibility for the operation, development and growth of the Company's business, (ii) his or her work for the Company has brought him or her and will continue to bring him or her into close contact with confidential information of the Company and its customers, and (iii) the agreements and covenants contained in this Section 5 are essential to protect the business interests of the Company and that the Company will not enter into this Agreement but for such agreements and covenants. Accordingly, the Employee covenants and agrees as follows:

(a) Except as otherwise provided in this Agreement, during the Term of this Agreement and, if this Agreement is terminated or expires during the Term, for two (2) years following such date of termination (the "Term of Restriction"), the Employee shall not, directly or indirectly, compete with respect to any services or products of the Company which are either offered or are being developed by the Company in the State of Nevada and California. It

being understood that Employee's business territory encompasses operations throughout these same states, and that this restrictive covenant is a separate covenant for each county within California; or, without limiting the generality of the foregoing, he or become, or agree to be or become, interested in or associated with, in any capacity (whether as a partner, shareholder, owner, officer, director, Employee, principal, agent, creditor, trustee, consultant, co-venturer or otherwise) with any individual, corporation, firm, association, partnership, joint venture or other business entity, which competes with respect to any services or products of the Company which are either offered or are being developed by the Company in the aforementioned states; provided, however, that the Employee may own, solely as an investment, not more than one percent (1%) of any class of securities of any publicly held corporation in competition with the Company whose securities are traded on any national securities exchange in the United States of America, and may retain his ownership interest in those entities referred to in Subparagraph 4.1.

(b) During the term of this Agreement and, if applicable, during the Termination Period, the Employee shall not, directly or indirectly, (i) induce or attempt to influence any Employee of the Company to leave its employ, (ii) aid or agree to aid any competitor, customer or supplier of the Company in any attempt to hire any person who shall have been employed by the Company within the one (1) year period preceding such requested aid, or (iii) induce or attempt to influence any person or business entity who was a customer or supplier of the Company during any portion of said period to transact business with a competitor of the Company in Company's business.

(c) During the Term of this Agreement, the Termination Period, if applicable, and thereafter, the Employee shall not other than in the performance of his duties disclose to anyone any information about the affairs of the Company, including, without limitation, trade secrets, trade "know-how", inventions, customer lists, business plans, operational methods, pricing policies, marketing plans, sales plans, identity of suppliers or customers, sales, profits or other financial information, which is confidential to the Company or is not generally known in the relevant trade, nor shall the Employee make use of any such information for his own benefit. Any technique, method, process or technology used by the Company shall be considered a "trade secret" for the purposes of this Agreement.

(d) Employee hereby agrees that all know-how, documents, reports, plans, proposals, marketing and sales plans, client lists, client files and materials made by him or by the Company are the property of the Company and shall not be used by him in any way adverse to the Company's interests. Employee shall not deliver, reproduce or in any way allow such documents or things to be delivered or used by any third party without specific direction or consent of the Board of Directors of the Company. Employee hereby assigns to the Company any rights which he may have in any such trade secret or proprietary information.

5.2 If the Employee breaches, or threatens to commit a breach of Section 5.1 (the "Restrictive Covenants"), the Company shall have the following rights and remedies, each

of which shall be enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity.

(a) The Employee shall account for and pay over to the Company all compensation, profits, and other benefits, after taxes, which inure to Employee's benefit which are derived or received by the Employee or any person or business entity controlled by the Employee resulting from any action or transactions constituting a breach of any of the Restrictive Covenants.

(b) Notwithstanding the provisions of subsection 5.2(a) above, the Employee acknowledges and agrees that in the event of a violation or threatened violation of any of the provisions of Section 5, the Company shall have no adequate remedy at law and shall therefore be entitled to enforce each such provision by temporary or permanent injunctive or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to any other rights and remedies which may be available at law or in equity.

5.3 If any of the Restrictive Covenants, or any part thereof, is held to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid or unenforceable portions. Without limiting the generality of the foregoing, if any of the Restrictive Covenants, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties hereto agree that the court making such termination shall have the power to reduce the duration and/or area of such provision and, in its reduced form, such provision shall then be enforceable.

5.4 The parties hereto intend to and hereby confer jurisdiction to enforce the Restrictive Covenants upon the courts of any jurisdiction within the geographical scope of such Restrictive Covenants. In the event that the courts of any one or more of such jurisdictions shall hold such Restrictive Covenants wholly unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdictions within the geographical scope of such Restrictive Covenants, as to breaches of such covenants in such other respective jurisdictions, the above covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

6. TERMINATION.

6.1 The Company may terminate the Employee's employment under this Agreement at any time for Cause. "Cause" shall exist for such termination if Employee (i) is adjudicated guilty of any crime involving fraud, dishonesty or moral turpitude by a court of competent jurisdiction, (ii) commits any act of fraud or intentional misrepresentation, (iii) has, in the reasonable judgment of the Company's Board of Directors, (a) engaged in serious

misconduct, which conduct has, or would if generally known, materially adversely affect the good will or reputation of the Company and which constituted the Employee has not either (a) acted to the satisfaction of the Board of Directors within ten (10) days following notice by the Board of Directors to the Employee regarding such conduct, or (b) willfully and intentionally failed to perform his duties as specified to him by the Board of Directors, or (iii) has made any material misrepresentation to the Company.

6.2 If the Company terminates the Employee's employment under this Agreement pursuant to the provisions of Section 6.1 hereof, the Employee shall not be entitled to receive any compensation following the date of such termination. Additionally, the Company reserves the right to offset against any and all sums payable under this Agreement an amount equal to any and all damages sustained by the Company related to Employee's termination for Cause.

6.3 This Agreement shall automatically terminate on the last day of the month in which Employee dies or becomes permanently incapacitated. "Permanent incapacity" as used herein shall mean mental or physical incapacity, or both, reasonably determined by the Company's Board of Directors based upon a certification of such incapacity by, in the discretion of the Company's Board of Directors, either Employee's regularly attending physician or a duly licensed physician selected by the Company's Board of Directors, rendering Employee unable to perform substantially all of his or her duties hereunder and which appears reasonably certain to continue for at least six consecutive months without substantial improvement. Employee shall be deemed to have "become permanently incapacitated" on the date the Company's Board of Directors has determined that Employee is permanently incapacitated and so notifies Employee.

6.4 Once Employee has attained full-time status and upon termination because of disability, the Employee shall be entitled to receive compensation for six (6) months from the date of such termination (such payments to be diminished, however, by the extent to which the Employee receives compensation during such period from any disability insurance or other income source) in an amount equal to the monthly compensation paid Employee for the month prior to such termination.

6.5 Employee's employment may be terminated by the Company "without cause" (for any reason or no reason at all) at any time by giving Employee 60 days prior written notice of termination, which termination shall be effective on the 60th day following such notice. If Employee's full-time employment under this Agreement is so terminated, the Company shall continue to provide compensation to the terminated individual at that individual's then current compensation rate for a period of six (6) months. At the end of the six (6) month period, the Company shall not be obligated to continue providing any benefits to Employee (except as may be required by law).

6.6 Employee may terminate his or her employment hereunder by giving the Company 90 days prior written notice, which termination shall be effective on the 90th day

following such notice. Voluntary termination shall not entitle the Employee to receive any compensation following the date of termination.

6.7 At the Company's option, Employee shall immediately leave the Company's premises on the date notice of termination is given by either Employee or the Company.

7. MISCELLANEOUS.

7.1 The Company may, from time to time, apply for and take out, in its own name and at its own expense, life, health, accident, disability or other insurance upon the Employee in any sum or sums that it may deem necessary to protect its interests, and the Employee agrees to aid and cooperate in all reasonable respects with the Company in procuring any and all such insurance, including without limitation, submitting to the usual and customary medical examinations, and by filling out, executing and delivering such applications and other instruments in writing as may be reasonably required by an insurance company or companies to which an application or applications for such insurance may be made by or for the Company. In order to induce the Company to enter this Agreement, the Employee represents and warrants to the Company that to the best of his knowledge the Employee is insurable at standard (non-rated) premiums.

7.2 This Agreement is a personal contract, and the rights and interests of the Employee hereunder may not be sold, transferred, assigned, pledged or hypothecated except as otherwise expressly permitted by the provisions of this Agreement. The Employee shall not under any circumstances have any option or right to require payment hereunder otherwise than in accordance with the terms hereof. Except as otherwise expressly provided herein, the Employee shall not have any power of anticipation, alienation or assignment of payments contemplated hereunder, and all rights and benefits of the Employee shall be for the sole personal benefit of the Employee, and no other person shall acquire any right, title or interest hereunder by reason of any sale, assignment, transfer, claim or judgment or bankruptcy proceedings against the Employee; provided, however, that in the event of the Employee's death, the Employee's estate, legal representative or beneficiaries (as the case may be) shall have the right to receive all of the benefit that accrued to the Employee pursuant to, and in accordance with, the terms of this Agreement.

7.3 The Company shall have the right to assign this Agreement to any successor of substantially all of its business or assets, and any such successor shall be bound by all of the provisions hereof.

8. NOTICES.

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when mailed in any general or branch United States Post Office,

enclosed in a registered or certified postpaid envelope, addressed to the parties stated below or to such changed address as such party may have fixed by notice:

TO THE COMPANY: The Good Food Past Companies
151 Kalnus Drive, Suite B-200
Costa Mesa, California 92626
Attn: Christopher A. Wheeler

COPY TO: Barry D. Falk, Esq.
JEFFERS, WILSON & SHAFF, LLP
18881 Von Karman Ave., Suite 1400
Irvine, California 92612

TO THE EMPLOYEE: Ronald Linares
1000 N.W. 190th Avenue
Pembroke Pines, Florida 33029

9. ENTIRE AGREEMENT.

This Agreement supersedes any and all Agreements, whether oral or written, between the parties hereto, with respect to the employment of Employee by the Company and contains all of the covenants and Agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise with respect to such employment not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

10. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. ATTORNEYS' FEES.

Should any litigation or arbitration be commenced between the parties hereto or their personal representatives concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its or their attorneys' fees in such litigation or arbitration which shall be determined by the court or arbitration board.

12. ARBITRATION.

Any matter or disagreement arising under this Agreement shall be submitted in Orange County, California for decision to a panel of three neutral arbitrators with expertise in the subject matter to be arbitrated. One arbitrator will be selected by each party and the two arbitrators so selected shall select the third arbitrator. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision and award rendered by the arbitrators shall be final and binding. Judgment upon the award may be entered in any court having jurisdiction thereof. Any arbitration shall be held in Orange County, California, or such other place which may be mutually agreed upon by the parties.

13. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the States of California and Florida. Where such laws are in conflict, the laws of the State of California shall prevail.

14. BINDING NATURE.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

15. WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. CORPORATE APPROVALS.

The Company represents and warrants that the execution of this Agreement by its corporate officer named below has been duly authorized by the Board of Directors of the Company, is not in conflict with any Bylaw or other agreement and will be a binding obligation of the Company, enforceable in accordance with its terms.

17. CONTINUED OBLIGATIONS.

The obligations of Employee under paragraph 5 hereof shall survive the termination of this Agreement to the extent specified in paragraph 5.

18. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

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

THE COMPANY:

GFF Management Company

By: 

Christopher A. Wheeler, President

EMPLOYEE:

Signed: 

Ronald Linares

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EMPLOYMENT AGREEMENT

This Agreement is entered into on March 24, 1997 by and between GFI Management Company, a Nevada corporation (the "Company"), and Sean Wilson (the "Employee") under the following terms and conditions:

RECITALS:

WHEREAS, the Company and Employee desire to set forth the terms and conditions on which (i) the Company shall employ Employee, (ii) Employee shall render services to the Company, and (iii) the Company shall compensate Employee for such services; and

WHEREAS, in connection with the employment of Employee by the Company, the Company desires to restrict Employee's rights to compete with the business of the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. EMPLOYMENT.

The Company hereby employs Employee and Employee hereby accepts employment with the Company upon the terms and conditions hereinafter set forth.

2. TERM.

2.1 The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (as defined in Subparagraph 2.3 below) of this Agreement through April 30, 2000, subject, however, to prior termination as provided hereinbelow, in Paragraph 6.


2.2 For purposes of extending the term of the relationship between the Company and Employee, the parties agree to enter into good faith negotiations within sixty (60) days prior to the end of the Term. In the event that the parties are unable to reach an agreement by the end of the Term, this Agreement shall be automatically terminated on April 30, 2000.

2.3 The effective date of this Agreement shall be March 24, 1997 (the "Effective Date").

3. COMPENSATION.

3.1 For all services rendered by Employee under this Agreement, the Company shall pay Employee a base salary of Fifty Thousand Dollars (\$50,000) per year (the "Base Salary"). The amount of Base Salary shall be increased by \$10,000 at the yearly anniversary of the Effective Date. The Company may, but shall not be obligated to, increase the amount of the

Base Salary at any time and from time to time. No such change shall in any way abrogate, alter, terminate or otherwise effect the other terms of this Agreement.

3.2 In addition to the Base Salary, Employee shall be eligible to receive a bonus ("Bonus") based upon specific performance and earnings parameters related to GTP Management Company to be agreed upon by the parties prior to the Effective Date wherein Employee shall be eligible to receive a Bonus of up to one percent (1%) of the gross revenues of GTP Management Company. Said Bonus, if earned, shall be paid quarterly in arrears. 

3.3 Employee may be required to relocate in order to afford a more preferable proximity to the Company's offices. If such relocation is required, a moving and relocation allowance shall be provided by the Company to cover reasonable moving and relocation expenses.

3.4 If Employee is required to relocate, Base Salary shall be reviewed and adjusted accordingly to provide for any major increases in the cost of living or state income tax liability (if any) as a result of such relocation.

3.5 In addition to the Base Salary and Bonus, Employee shall be entitled to participate in or receive benefits under (a) the Company's health insurance plans or arrangements as in effect on the date hereof for such period of time as such plans and arrangements shall remain in effect or (b) a cash health insurance allowance of One Hundred Fifty Dollars (\$150) per month. In addition, Employee shall be entitled to an automobile allowance of Four Hundred Dollars (\$400) per month.

3.6 Employee shall be entitled to the number of paid vacation days in each calendar year, and to compensation for earned but unused vacation days, determined by the Company from time to time for its employees. Employee shall also be entitled to all paid holidays given by the Company to its employees.

3.7 Employee shall be allowed to participate in any employee stock option plan if and when created and adopted by the Company's Board of Directors commensurate in equal portions to the standards and levels of participation of all other eligible employees.

3.8 All compensation shall be subject to customary withholding tax and other employment taxes as are required with respect to compensation paid by a corporation to an employee.

4. DUTIES AND RESPONSIBILITIES.

4.1 Employee shall, during the Term of this Agreement, devote his full attention and expend his best efforts, energies, and skills, on a full-time basis, to the business of the Company, and any corporation controlled by the Company. Employee shall not, during the term of this Agreement, be engaged in any other business activity without the prior consent of the Board

of Directors of the Company; provided, however, that this restriction shall not be construed as preventing Employee from investing his personal assets in passive investments in business entities.

4.2 During the Term of this Agreement, Employee shall serve as the Company's Controller. In the performance of all of his responsibilities hereunder, Employee shall be subject to all of the Company's policies, rules, and regulations applicable to its Employees of comparable status and shall report directly to, and shall be subject to, the direction and control of the President of the Company and shall perform such duties as shall be assigned to him by the President. In performing such duties, Employee will be subject to and abide by, and will use his best efforts to cause other employees of the Company to be subject to and abide by, all policies and procedures developed by the Company.

4.3 Employee hereby agrees to promote and develop all business opportunities that come to his attention relating to current or anticipated future business of the Company, in a manner consistent with the best interests of the Company and with his duties under this Agreement. Should Employee discover a business opportunity that does not relate to the current or anticipated future business of the Company, he shall first offer such opportunity to the Company. Should the Board of Directors of the Company not exercise its right to pursue this business opportunity within a reasonable period of time, not to exceed sixty (60) days, then Employee with the consent of the Board of Directors may develop the business opportunity for himself; provided, however, that such development may in no way conflict or interfere with the duties owed by Employee to the Company under this Agreement. Further, Employee may develop such business opportunities only on his own time, and may not use any service, personnel, equipment, supplies, facility, or trade secrets of the Company in their development. As used herein, the term "business opportunity" shall not include business opportunities involving investment in publicly traded stocks, bonds or other securities, or other investments of a personal nature.

4.4 Without first obtaining the written permission of the Company, Employee will not authorize or permit the Company to engage the services of, or engage in any business activity with, or provide any financial or other benefit to, any affiliate of Employee. The phrase "affiliate of Employee" as used in this Section shall mean and include Employee's family by blood or marriage (including, without limitation, parents, spouse, siblings, children and in-laws), and any business or business entity which is directly or indirectly owned or controlled by Employee or any member of the Employee's family or in which Employee or any member of the Employee's family has any direct or indirect financial interest whatsoever.

4.5 To induce the Company to enter into this Agreement, the Employee represents and warrants to the Company that (a) the Employee is not a party or subject to any employment agreement or arrangement with any other person, firm, company, corporation or other business entity, (b) the Employee is subject to no restraint, limitation or restriction by virtue of any agreement or arrangement, or by virtue of any law or rule of law or otherwise which would impair the Employee's right or ability (i) to enter the employ of the Company, or (ii) to perform

fully his duties and obligations pursuant to this Agreement, and (c) to the best of Employee's knowledge no material litigation is pending or threatened against any business or business entity owned or controlled or formerly owned or controlled by Employee.

5. RESTRICTIVE COVENANTS.

5.1 Employee acknowledges that (i) he has a major responsibility for the operation, development and growth of the Company's business, (ii) his or her work for the Company has brought him or her and will continue to bring him or her into close contact with confidential information of the Company and its customers, and (iii) the agreements and covenants contained in this Section 5 are essential to protect the business interest of the Company and that the Company will not enter into this Agreement but for such agreements and covenants. Accordingly, the Employee covenants and agrees as follows:

(a) Except as otherwise provided for in this Agreement, during the Term of this Agreement and, if this Agreement is terminated for any reason during the Term, for two (2) years following such date of termination (the "Termination Period"), the Employee shall not, directly or indirectly, compete with respect to any services or products of the Company which are either offered or are being developed by the Company in the states of Nevada and California, it being understood that Employee's business territory encompasses operations throughout these same states, and that this restrictive covenant is a separate covenant for each county within California; or, without limiting the generality of the foregoing, be or become, or agree to be or become, interested in or associated with, in any capacity (whether as a partner, shareholder, owner, officer, director, Employee, principal, agent, creditor, trustee, consultant, co-venturer or otherwise) with any individual, corporation, firm, association, partnership, joint venture or other business entity, which competes with respect to any services or products of the Company which are either offered or are being developed by the Company in the aforementioned states; provided, however, that the Employee may own, solely as an investment, not more than one percent (1%) of any class of securities of any publicly held corporation in competition with the Company whose securities are traded on any national securities exchange in the United States of America, and may retain his ownership interest in those entities referred to in Subparagraph 4.1.

(b) During the term of this Agreement and, if applicable, during the Termination Period, the Employee shall not, directly or indirectly, (i) induce or attempt to influence any Employee of the Company to leave its employ, (ii) aid or agree to aid any competitor, customer or supplier of the Company in any attempt to hire any person who shall have been employed by the Company within the one (1) year period preceding such requested aid, or (iii) induce or attempt to influence any person or business entity who was a customer or supplier of the Company during any portion of said period to transact business with a competitor of the Company in Company's business.

(c) During the Term of this Agreement, the Termination Period, if applicable, and thereafter, the Employee shall not other than in the performance of his duties