

JUN-13-2007 1:57

JUN-13-2007 1:57

P97000021744

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H07000156631 3)))



H07000156631 3ABC\$

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850) 205-0380

From:

Account Name : SHUMAKER, LOOP & KENDRICK LLP  
Account Number : 075500004387  
Phone : (813) 229-7600  
Fax Number : (813) 229-1660

FILED  
07 JUN 13 PM 4:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED

07 JUN 13 AM 8:00

DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

EZ-MED COMPANY

Certificate of Status	1
Certified Copy	0
Page Count	62
Estimated Charge	\$78.75

Electronic Filing Menu

Corporate Filing Menu

Help

06-13-07

Merger

De

TOTAL P.01

H07000156631 3

**FILED**  
07 JUN 13 PM 4:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF  
EZ ACQUISITION SUB, INC.,  
a Florida corporation**

**INTO**

**EZ-MED COMPANY,  
a Florida corporation**

Pursuant to Florida Statutes Section 607.1101 entitled "Merger" the undersigned corporations adopt the following Articles of Merger:

**FIRST:** The Agreement and Plan of Merger ("Plan of Merger") attached hereto as **Exhibit A** was adopted by the Board of Directors and all of the shareholders of EZ Acquisition Sub, Inc., a Florida corporation (the "Merged Corporation"), as of June 6, 2007. The Plan of Merger was adopted by the Board of Directors and at least a majority of the shareholders of EZ-MED Company, a Florida corporation (the "Surviving Corporation"), as of June 6, 2007.

**SECOND:** The Effective Date and Time of these Articles of Merger shall be the date and time filed with the Florida Secretary of State in accordance with Florida Statutes Chapter 607.

**THIRD:** At the Effective Date, the following actions will occur in accordance with the Plan of Merger:

a. The Merged Corporation shall be merged with and into the Surviving Corporation, the separate corporate existence of the Merged Corporation shall cease, and the Surviving Corporation shall continue as the surviving entity in the Merger (hereinafter, the "Merger").

b. The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall be amended and restated to be the Amended and Restated Articles of Incorporation attached hereto as **Exhibit B**.

d. The Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Date shall be amended and restated to be the Amended and Restated Bylaws attached hereto as **Exhibit C**.

e. Each share of the Surviving Corporation's Common Stock held by the Surviving Corporation or any direct or indirect wholly-owned Subsidiary of the Surviving Corporation immediately prior to the Effective Date shall be canceled and extinguished without any conversion thereof.

f. Each share of the Surviving Corporation's Common Stock issued and outstanding immediately prior to the Effective Date, other than shares, if any, for which appraisal rights have been or shall be perfected in compliance with

H07000156631 3

H07000156631 3

applicable law, and except for shares cancelled pursuant to Section (e) above, shall by virtue of the Merger and on the Effective Date, and without further action on the part of any holder thereof, be converted into the right to receive \$0.00001 in cash.

g. Each share of common stock of the Merged Corporation issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger, at the Effective Date, and without further action of the part of any holder thereof, be converted into and become one (1) fully paid and nonassessable share of the Surviving Corporation's Common Stock.

H07000156631 3

---H07000156631 3

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 11 day of June, 2007.

MERGED CORPORATION:

EZ ACQUISITION SUB, INC.

By: [Signature]  
Carol Dore-Falcone, CFO

By: [Signature]  
Carole Dore-Falcone, Secretary

SURVIVING CORPORATION:

EZ-MED COMPANY

By: \_\_\_\_\_, President

By: \_\_\_\_\_, Secretary

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June 2007, by Carol Dore-Falcone who ☒ are known to me, or who ☐ provided \_\_\_\_\_ as identification, and who did take an oath, as President and Secretary of EZ Acquisition Sub, Inc., a Florida corporation, on behalf of said corporation.

Notary Public Linda Lou Haigley  
Print Name: LINDA LOU HAIGLEY  
My Commission Expires: Sept 19, 2009



H07000156631 3

H07000156631 3

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 6th day of June, 2007.

MERGED CORPORATION:

EZ ACQUISITION SUB, INC.

By: \_\_\_\_\_, President

By: \_\_\_\_\_, Secretary

SURVIVING CORPORATION:

EZ-MED COMPANY

By: Edwin Christensen President

By: Ed Christensen Secretary

STATE OF FLORIDA           )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June 2007, by \_\_\_\_\_ who [ ] are known to me, or who [ ] provided \_\_\_\_\_ as identification, and who did take an oath, as President and Secretary of EZ Acquisition Sub, Inc., a Florida corporation, on behalf of said corporation.

Notary Public  
Print Name:  
My Commission Expires:

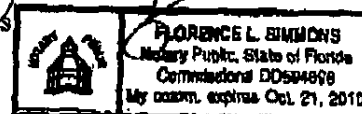
H07000156631 3

5: H07000156631 3

STATE OF FLORIDA )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 6 day of June 2007, by Edwin Christensen, who [ ] are known to me, or who [☒] provided FLC as identification, and who did take an oath, as President and Secretary of EZ-MED Company, a Florida corporation, on behalf of said corporation.

Notary Public  
Print Name:  
My Commission Expires



H07000156631 3

JUN-13-2007 13:24

P.07

H07000156631 3

**Exhibit A**

H07000156631 3

H07000156631 3

**EXECUTION COPY****AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "*Agreement*") is entered into as of the 7<sup>th</sup> day of June 2007, by and among GeoPharma, Inc., a Florida corporation (the "*Purchaser*"), EZ Acquisition Sub, Inc., a Florida corporation and a wholly owned subsidiary of the Purchaser (the "*Sub*"), EZ-MED Company, a Florida corporation (the "*Company*"), and the United States Small Business Administration, as Receiver for AMT Capital Ltd. ("*AMTC*"), and Edwin Christensen ("*Christensen*") and together with AMTC, the "*Shareholders*". The Purchaser, the Sub, the Company, and the Shareholders are referred to collectively herein as the "*Parties*."

**RECITALS**

This Agreement contemplates a reverse triangular merger, whereby, the Sub shall be merged with and into the Company and the Shareholders shall surrender all of the issued and outstanding shares (the "*Shares*") of common stock, \$0.001 par value (the "*Common Stock*") of the Company in exchange solely for cash as more fully set forth hereinafter. After the Closing, the Company shall be the survivor of the merger and shall be a wholly-owned subsidiary of Purchaser.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I DEFINITIONS**

"*Affiliate*" of any Person means any Person, directly or indirectly, controlling, controlled by, or under common control with, any such Person and any officer, director or controlling person of such Person.

"*Affiliated Creditor Obligations*" has the meaning set forth in Section 2.5(a).

"*Agreement*" has the meaning set forth in the preamble.

"*AMTC*" has the meaning set forth in the preamble.

"*Ancillary Agreements*" means each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Purchaser, the Sub, the Company or the Shareholders in connection with the consummation of the transactions contemplated by this Agreement, in each case only as applicable to the relevant party or parties to such Ancillary Agreement, as indicated by the context in which such term is used.

"*Articles of Merger*" has the meaning set forth in Section 2.2.

"*Ceiling Amount*" has the meaning set forth in Section 7.3(b).

"*Christensen*" has the meaning set forth in the preamble.

"*Claims Notice*" has the meaning set forth in Section 7.2(a).

H07000156631 3



H07000156631 3

**"Closing"** has the meaning set forth in Section 3.1.

**"Closing Date"** has the meaning set forth Section 3.1.

**"Closing Payment"** has the meaning set forth in Section 2.5(a).

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Common Stock"** has the meaning set forth in the recitals.

**"Company"** has the meaning set forth in the preamble.

**"Competitive Business"** has the meaning set forth in Section 8.1.

**"Contracts"** means all legally binding written contracts, agreements (including, without limitation, employment and non-competition agreements), leases (whether real or personal property), commitments, instruments, guarantees, bids, orders and proposals and all oral understandings which rise to the level of a binding contract.

**"Discussion Period"** has the meaning set forth in Section 7.3(d).

**"Dissenting Shares"** has the meaning set forth in Section 2.3(b).

**"Effective Date"** has the meaning set forth in Section 2.2.

**"Effective Time"** has the meaning set forth in Section 3.1.

**"Employee Plan"** or collectively, **"Employee Plans"** has the meaning set forth in Section 4.13.

**"Entity"** has the meaning set forth in Section 8.1.

**"Equipment Lease"** has the meaning set forth in Section 4.7(c).

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended, as in effect on the date of this Agreement.

**"Exchange Act"** means the Securities Exchange Act of 1934.

**"Expiration Date"** has the meaning set forth in Section 7.3(a).

**"Expenses"** means all unpaid costs, fees and expenses of outside professionals relating to the process of selling the Company whether incurred in connection with this Agreement or otherwise, including, without limitation, all legal fees, accounting, tax, investment banking fees and expenses so incurred.

**"Family Affiliate"** means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of any Person.

**"Financial Statements"** has the meaning set forth in Section 4.19(a).

**"Florida Law"** has the meaning set forth in Section 2.1.

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

**"GAAP"** has the meaning set forth in Section 4.19(b).

**"Governmental Authority"** means any government or political subdivision or regulatory authority thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision or regulatory authority, or any federal, state, local or foreign court or arbitrator which has jurisdiction over the applicable matter or Person.

**"Guarantee"** by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing in whole or in part the payment of any Indebtedness or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Indebtedness or other obligations of the payment of such Indebtedness or to protect such obligee against loss in respect of such Indebtedness (in whole or in part); provided, however, that the term *Guarantee* shall not include endorsements for deposit or collection in the Ordinary Course of Business. The term *"Guarantee"* used as a verb has a correlative meaning.

**"Hazardous Material"** means any pollutant, toxic substance, including asbestos and asbestos-containing materials, hazardous waste, hazardous material, hazardous substance, contaminant, petroleum or petroleum-containing materials, radiation and radioactive materials, leaded paints, toxic mold and other harmful biological agents, and polychlorinated biphenyls, as defined in, the subject of, or which could give rise to, liability under any Environmental Law.

**"Indebtedness"** of any Person means: either (a) any liability of any Person (i) for borrowed money (including the current portion thereof), or (ii) under any reimbursement obligation relating to a letter of credit, bankers' acceptance or note purchase facility, or (iii) evidenced by a bond, note, debenture or similar instrument (including a purchase money obligation), or (iv) for the payment of money relating to leases that are required to be classified as capitalized lease obligations in accordance with GAAP, or (v) for all or any part of the deferred purchase price of property or services (other than trade payables), including any "earnout" or similar payments or any non-compete payments, or (vi) under interest rate swap, hedging or similar agreements or (b) any liability of others described in the preceding clause (a) that such Person has Guaranteed, that is recourse to such Person or any of its assets or that is otherwise its legal liability or that is secured in whole or in part by the assets of such Person. For purposes of this Agreement, Indebtedness includes (A) any and all accrued interest, success fees, prepayment premiums, make-whole premiums or penalties and fees or expenses actually incurred (including attorneys' fees) associated with the prepayment of any Indebtedness and (B) any and all amounts owed by the Company to any of its Affiliates, including, without limitation, the Shareholders.

**"Indemnification Set Off"** has the meaning set forth in Section 7.3(d).

**"Indemnified Party"** has the meaning set forth in Section 7.2(a).

**"Indemnifying Party"** has the meaning set forth in Section 7.2(a).

**"Intellectual Property"** has the meaning set forth in Section 4.17.

**"Investment"** means any equity interest, directly or indirectly, in any Person.

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

**"IRS"** means the Internal Revenue Service.

**"Law"** means any law, statute, code, ordinance, regulation, interpretation, ruling or other requirement of any Governmental Authority binding on the applicable Person on the date of this Agreement.

**"Leased Real Property"** has the meaning set forth in Section 4.7(b).

**"Liabilities"** has the meaning set forth in Section 2.5(c).

**"Liability Claim"** has the meaning set forth in Section 7.2(a).

**"Liens"** means any mortgage, pledge, hypothecation, conflicting rights of others, security interest, encumbrance, lien or similar restrictions or limitations.

**"Litigation Conditions"** has the meaning set forth in Section 7.2(b).

**"Losses"** has the meaning set forth in Section 7.1(a).

**"Maximum Royalty Fee"** has the meaning set forth in Section 2.5(b).

**"Merger"** means the merger of the Sub with and into the Company pursuant to the terms and conditions of this Agreement.

**"Non-Competing Shareholders"** has the meaning set forth in Section 8.1.

**"Notice of Objection"** has the meaning set forth in Section 7.3(d).

**"Order"** means any order, judgment, injunction, award, decree, ruling, charge or writ of any Governmental Authority binding on the applicable Person on the date of this Agreement.

**"Ordinary Course of Business"** means the ordinary course of business of the Company consistent in all material respects with its past practice and policies (including with respect to quantity and frequency).

**"Parties"** has the meaning set forth in the preamble.

**"Person"** means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust or other entity.

**"Post-Closing Tax Period"** means any Tax period ending after the Closing Date.

**"Pre-Closing Tax Period"** means any Tax period ending on or before the Closing Date.

**"Purchaser"** has the meaning set forth in the preamble.

**"Real Property"** means any and all real property and interests in real property of the Company and the Subsidiaries, including the Leased Real Property, any real property leaseholds, subleaseholds, purchase options, easements, licenses, rights to access and rights of way and any other real property otherwise owned, occupied or used by the Company or any Subsidiary.

**"Released Parties"** has the meaning set forth in Section 2.5(c).

**"Releasers"** has the meaning set forth in Section 2.5(c).

H07000156631 3

SLK\_TAM: 1772979v8

H07000156631 3

**"Returns"** means all Tax returns, statements, reports and forms (including estimated Tax or information returns and reports).

**"Royalty Fee"** has the meaning set forth in Section 2.5(b).

**"Royalty Fee Recipients"** has the meaning set forth in Section 2.5(b).

**"Schedules"** means the schedules to this Agreement of a Party representing exceptions to representations or warranties or disclosure of information required herein.

**"Set Off Notice"** has the meaning set forth in Section 7.3(d).

**"Shares"** has the meaning set forth in the recitals.

**"Shareholders"** has the meaning set forth in the preamble.

**"Sub"** has the meaning set forth in the preamble.

**"Sub Common Stock"** has the meaning set forth in Section 2.4(l).

**"Subsidiary"** means any Person of which at least 50.1% of the outstanding shares or other equity interests having ordinary voting power for the election of directors or comparable managers of such Person are at the time owned by the Company, by one or more directly or indirectly wholly or partially owned Subsidiaries of the Company or by the Company and one or more such Subsidiaries, whether or not at the time the shares of any other class or classes or other equity interests of such Person shall have or might have voting power by reason of the happening of any contingency.

**"Surviving Entity"** has the meaning set forth in Section 2.1.

**"Tangible Personal Property"** has the meaning set forth in Section 4.7(e).

**"Tax"** means (a) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding on amounts paid to or by the Company, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, GST, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Taxing Authority, whether disputed or not, (b) any liability of the Company for the payment of any amounts of any of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group or being a party to any agreement or arrangement whereby liability of the Company for payment of such amounts was determined or taken into account with reference to the liability of any other Person and (c) any liability of the Company for the payment of any amounts as a result of being a party to any tax sharing agreements or arrangements (whether or not written) binding on the Company or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person.

**"Taxing Authority"** means any Governmental Authority responsible for the administration or the imposition of any Tax.

**"Threshold Indemnification Amount"** shall have the meaning set forth in Section 7.3(e).

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

## ARTICLE II MERGER

2.1 **The Merger.** Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties set forth herein, at the Effective Time, the Sub shall merge with and into the Company in accordance with the applicable provisions of the laws of the State of Florida (the "*Florida Law*"), the separate corporate existence of the Sub shall cease, and the Company shall continue as the surviving entity in the Merger. The Company, in its capacity as the entity surviving the Merger, is hereinafter sometimes referred to as the "*Surviving Entity*." The name of the Surviving Entity shall continue without change after the Merger, unless the Purchaser decides, in its sole discretion, to change such name.

2.2 **Effective Date.** On the Effective Date, the Company and the Sub shall cause the Merger to be consummated by filing duly executed articles of merger with the Florida Department of State, in such form as required by, and executed in accordance with the relevant provisions of Florida Law, in the form attached hereto as **Exhibit A** (the "*Articles of Merger*"). The later of the date that the Articles of Merger is accepted by the Florida Department of State, or such other date as the Company and the Sub shall specify in the Articles of Merger, shall be hereinafter referred to as the "*Effective Date*."

2.3 **Merger Consideration.**

(a) **Common Stock.** Each share of the Company's Common Stock issued and outstanding immediately prior to the Effective Time, other than shares, if any, for which appraisal rights have been or shall be perfected in compliance with applicable law, and except for shares cancelled pursuant to **Section 2.4(h)** hereof, shall by virtue of the Merger and at the Effective Time, and without further action on the part of any holder thereof, be converted into the right to receive \$0.00001 in cash.

(b) **Dissenting Shares.** Holders of shares of the Company's Common Stock who have complied with all requirements for perfecting stockholders' appraisal rights, as set forth under the Florida Law, shall be entitled to their rights under the Florida Law with respect to such shares ("*Dissenting Shares*").

2.4 **Effects of the Merger.** At and upon the Effective Time:

(a) the Company shall be merged with the Sub and the Company shall be the Surviving Entity, pursuant to the terms of this Agreement and the Articles of Merger, and the separate existence of the Sub shall cease;

(b) the Articles of Incorporation of the Company as in effect immediately prior to the Effective Time shall be amended and restated to be the Amended and Restated Articles of Incorporation attached hereto as **Exhibit B**;

(c) the Bylaws of the Company as in effect immediately prior to the Effective Time shall be amended and restated to be the Amended and Restated Bylaws of the Surviving Corporation in the form attached hereto as **Exhibit C**;

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

(d) the Board of Directors of the Company shall be set at three directors and the initial directors after Closing shall be Mihir Taneja, Dr. Kotha Sekharam, Ph.D, and Carol Dore-Falcone;

(e) the initial officers of the Company shall be Dr. Kotha Sekharam, Ph.D, President and Carol Dore-Falcone, Chief Financial Officer and Secretary;

(f) each share of the Company's Common Stock outstanding immediately prior to the Effective Time shall be converted as provided in Section 2.3;

(g) all of the Company's stock options and warrants outstanding immediately prior to the Effective Time, whether or not vested, shall fully accelerate and if not exercised prior to the Effective Date shall be terminated and extinguished upon the Effective Time, and the holders of such stock options and warrants shall have no further rights with respect to such stock options and warrants;

(h) each share of the Company's Common Stock held by the Company or any direct or indirect wholly-owned Subsidiary of the Company immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof;

(i) each share of common stock of the Sub ("*Sub Common Stock*") issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, at the Effective Time, and without further action of the part of any holder thereof, be converted into and become one (1) fully paid and nonassessable share of the Company's Common Stock; and

(j) the Merger will, from and after the Effective Time, have all of the effects provided by applicable law.

## 2.5 Royalty Payment; Release.

(a) At Closing, Purchaser shall pay \$200,000 to satisfy the obligations of the Company to its creditors as set forth in Exhibit D (the "*Closing Payment*"). Prior to the satisfaction of any obligation of the creditors, such creditor shall be required to provide to the Company a release or estoppel letter in a form satisfactory to the Company. If the total of such obligations is less than \$200,000, Purchaser shall pay the remaining balance, along with any cash in the Company's accounts as of the Closing, to AMTC, Christensen, Tom H. Delimitros, Patrick A. Rivelli, and Peter N. Walmsley, in accordance with the amounts and priority levels provided in Exhibit E, in satisfaction of the obligations due to each of them (the "*Affiliated Creditor Obligations*"). Purchaser may either pay such creditors directly on the Closing Date by issuing checks to each Creditor in the amounts indicated or, at the Purchaser's option, at Closing, Purchaser may deposit the Closing Payment into an escrow account to be maintained by Shumaker, Loop & Kendrick, LLP, as escrow agent, and escrow agent shall use such funds to pay the forgoing creditors pursuant to the terms of an escrow agreement acceptable to all the parties and the escrow agent.

(b) From and after the Closing, Purchaser shall pay to AMTC, Christensen, Tom H. Delimitros, Patrick A. Rivelli, and Peter N. Walmsley (the "*Royalty Fee Recipients*"), on a quarterly basis in arrears on the 15<sup>th</sup> day following the close of each calendar quarter commencing July 15, 2007 for the calendar quarter ended June 30, 2007, a total of five percent (5%) of the gross revenue received by the Purchaser (without deductions for any costs or expenses, but subject to

H07000156631 3

H07000156631 3

deduction for any returns) (the "*Royalty Fee*") generated by the Company's assets during such quarter, prorated for any partial quarters, up to a maximum aggregate fee of Two Million Dollars (\$2,000,000) (the "*Maximum Royalty Fee*"), which Royalty Fee shall be paid and allocated among the Royalty Fee Recipients in accordance with the amounts and priority levels set forth in Exhibit E. For the avoidance of doubt, subject to Purchaser's set off rights as contained in Section 7.3(d), (i) all of the Royalty Fees, if any, shall first be paid to AMTC until it has been repaid \$35,078, (ii) thereafter all of the Royalty Fees, if any, shall be paid to and allocated amongst Peter N. Walmsley, Patrick A. Rivelli, Tom H. Delimitros and Christensen, on a pari passu basis in accordance with Exhibit E, until such time as they have been repaid an aggregate of \$72,197, and (iii) thereafter all of the Royalty Fees, if any, shall be paid to AMTC until the aggregate Royalty Fee paid by the Purchaser equals the Maximum Royalty Fee, at which point no further fees shall be paid. For further avoidance of doubt, each "pari passu" payment to Delimitros, Walmsley, Rivelli and Christensen referenced in subsection (ii) in the immediately preceding sentence shall be allocated 16.62% to each of Delimitros, Walmsley and Rivelli and 50.14% to Christensen. Without limiting the foregoing, the Royalty Fee shall apply to all revenues received by the Company, the Purchaser or any their subsidiaries or Affiliates derived from the sale, by the Company, the Purchaser or any of their subsidiaries or Affiliates, of any products or services that contain or are based upon the Company's Intellectual Property, including sales resulting from the Company's current operations, whether to existing or new customers. The revenues constituting the Royalty Fee shall be determined in accordance with the Purchaser's accounting policies as consistently applied. No payment shall be made to any Royalty Fee Recipient until such time as those other Royalty Fee Recipients having a higher priority level have been satisfied in full. Where two or more Royalty Fee Recipients have the same priority level, such Royalty Fee Recipients shall be paid pari passu. Until the Maximum Royalty Fee has been paid, subject to offset as provided in this Agreement: (i) the Company shall operate the Company as a separate Subsidiary; and (ii) after providing reasonable notice, any Royalty Fee Recipient and its authorized representatives shall have the right, during normal business hours, to inspect the books and records of the Company and the Purchaser related to the sale of products and services upon which the Royalty Fee is to be calculated to confirm the amount of the Royalty Fee.

(c) In consideration of the Purchase Price, the Closing Payment, the Royalty Fee and the other consideration set forth in this Agreement, the Shareholders, Tom H. Delimitros, Patrick A. Rivelli, and Peter N. Walmsley, on behalf of themselves and their affiliates, subsidiaries, agents, employees, shareholders, directors, successors and assigns (collectively, the "*Releasers*"), hereby fully remise, release, acquit, and forever discharge the Company and the Purchaser and their respective subsidiaries (the "*Released Parties*") of and from any and all obligations, rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, whether known or unknown, whether arising at law or in equity, and whether direct or indirect, which the Releasers may have had, may now have, or may hereafter have, against the Released Parties by reason of any matter, cause, happening or thing arising prior to the date hereof, including without limitation all of the Affiliated Creditor Obligations and the other liabilities and obligations set forth in Exhibits D and E of this Agreement (collectively, the "*Liabilities*"); provided, however, that Releasers are not releasing any claims that may arise under this Agreement. Releasers hereby acknowledge and agree that they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to the matters to be released hereunder, but agree that each of them has taken that possibility into account in connection with signing this Agreement and that this Agreement shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts, for which the Releasers specifically assume the risk. Releasers acknowledge that they have read and fully understand the terms and provisions of this Agreement. Releasers acknowledge that they have had an opportunity to seek independent legal advice with

H07000156631 3

H07000156631 3

respect to this Agreement. Releasors shall promptly deliver all promissory notes evidencing the Affiliated Creditor Obligations to Purchaser for cancellation.

(d) The Company and Purchaser, on behalf of themselves and their affiliates, subsidiaries, agents, employees, shareholders, directors, successors and assigns hereby fully remise, release, acquit, and forever discharge the Shareholders, Tom H. Delimitros, Patrick A. Rivelli, and Peter N. Walmsley of and from any and all obligations, rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, whether known or unknown, whether arising at law or in equity, and whether direct or indirect, which the Company and Purchaser may have had, may now have or may hereafter have, against the Shareholders, Tom H. Delimitros, Patrick A. Rivelli, and Peter N. Walmsley by reason of any matter, cause, happening or thing arising prior to the date hereof; provided, however, that the Company and Purchaser are not releasing any claims that may arise under this Agreement. The Company and Purchaser hereby acknowledge and agree that they may hereafter discover facts in addition to or different from those which it now believes to be true with respect to the matters to be released hereunder, but agree that they have taken that possibility into account in connection with signing this Agreement and that this Agreement shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts, for which the Company and Purchaser specifically assume the risk. The Company and Purchaser acknowledge that they have read and fully understand the terms and provisions of this Agreement. The Company and Purchaser acknowledge that they have had an opportunity to seek independent legal advice with respect to this Agreement.

**2.6 Further Assurances.** Each party agrees that if, at any time after the Effective Time, the Purchaser or the Company considers or is advised that any further deeds, assignments or assurances are reasonably necessary or desirable to vest, perfect or confirm the rights and titles set forth in this Agreement, each of the Purchaser and the Company and their respective proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Purchaser and the Company and otherwise to carry out the purpose of this Agreement, in the name of the Purchaser, the Company or otherwise.

### ARTICLE III CLOSING AND DELIVERIES

**3.1 Closing.** The closing of the transactions contemplated in this Agreement (the "Closing") shall take place upon the date this Agreement is executed by the Parties on or prior to June 6, 2007, (the date that the Closing takes place is referred to herein as the "Closing Date"), but in any event shall be effective as of 12:01 a.m. (the "Effective Time") on the Effective Date, at the offices of Purchaser, 6911 Bryan Dairy Road, Largo, Florida 33777.

**3.2 Actions at the Closing.** At the Closing, (i) the Company shall deliver to the Purchaser the various certificates, instruments, and documents referred to in Section 3.3 below, (ii) the Parties shall file the Articles of Merger with the Florida Department of State, (iii) the Purchaser shall deliver to the Shareholders the merger consideration pursuant to Section 2.3, (iv) the Purchaser shall pay the Closing Payment pursuant to Section 2.5(a) and (v) the Shares surrendered by the Shareholders in exchange for the Purchase Price shall be cancelled.

**3.3 Deliveries by the Company.** At the Closing, the Company shall deliver, or cause to be delivered, to the Purchaser the following items:

H07000156631 3



H07000156631 3

(a) (i) a stock certificate or certificates representing all of the Shares (or, as applicable, an Affidavit of Lost Securities relating thereto) with duly executed stock power(s) attached in proper form for transfer to the Purchaser for cancellation and termination pursuant to the Merger and (ii) any other instruments of transfer and cancellation as may be reasonably required by the Purchaser to surrender and cancel all Shares;

(b) a reasonably current good standing certificate for the Company issued by the Secretary of State of the State of Florida and by the secretary of state in each state in which the Company is qualified to do business as a foreign corporation;

(c) copies of the Articles of Incorporation of the Company, certified by the Secretary of State of the State of Florida, and copies of the Bylaws of the Company, certified by an officer of the Company;

(d) the original corporate record books and stock record books of the Company;

(e) appropriate termination statements under the Uniform Commercial Code and other instruments as may be requested by the Purchaser to extinguish all Indebtedness of the Company and all security interests related thereto;

(f) the written resignations of each director and officer of the Company;

(g) estoppel certificates, waivers, collateral access agreements and non-disturbance agreements relating to the Real Property, as requested by the Purchaser, each in a form reasonably acceptable to the Purchaser;

(h) the certificate contemplated under Section 9.2(b); and

(i) such other documents and instruments as the Purchaser shall reasonably request to consummate the transactions contemplated by this Agreement.

**3.4 Deliveries by Purchaser.** At the Closing, the Purchaser shall deliver or cause to be delivered to the Company the following items:

(a) the Closing Payment pursuant to Section 2.5(a);

(b) a reasonably current good standing certificate for the Sub issued by the Secretary of State of the State of Florida and by the secretary of state in each state in which the Company is qualified to do business as a foreign corporation; and

(c) the certificate contemplated under Section 9.3(b).

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser, except as set forth in the Schedules, that the following representations and warranties are true and correct, as of the date hereof, and shall be, as of the Closing Date, true and correct in all material respects, except as set forth on the Schedules attached hereto and made a part hereof:

H07000156631 3

H07000156631 3

**4.1 Existence and Good Standing.** The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida and is not authorized, qualified or licensed to do business as a foreign corporation in any other jurisdictions. The Company is not qualified to do business in any jurisdiction other than its state of incorporation and neither the nature of the business conducted by the Company, nor the property owned, licensed or operated by the Company, requires the Company to qualify to do business as a foreign corporation in any other jurisdiction, except when the failure to so qualify would not have a material adverse effect.

**4.2 Power.** The Company has the requisite corporate or other power and authority to (a) own or lease and to operate its properties and assets as and where currently owned, operated and leased and (b) carry on its business as currently conducted.

**4.3 Validity and Enforceability.** The Company has requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements. This Agreement and each of the Ancillary Agreements have been duly executed by the Company and, assuming due authorization, execution and delivery by the Purchaser, represent the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar Laws and principles of equity affecting creditors' rights and remedies generally. The execution and delivery of this Agreement and each of the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Company. No further action on the part of the Company is or shall be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements.

**4.4 Capitalization of the Company.** The authorized capital stock of the Company consists of 40,000,000 shares of Common Stock, of which 6,225,943 shares are issued and outstanding, which includes those shares of Common Stock into which the Preferred Stock is convertible into, and 8,000,000 shares of Series A Convertible Redeemable Preferred Stock, \$0.001 par value, of which 1,064,561 shares were issued and outstanding and have been converted into shares of Common Stock, all of which have been duly authorized and validly issued and are fully paid and non-assessable. The Shares represent the only issued and outstanding shares of the capital stock of the Company. As of the Closing, there are no outstanding options, warrants, rights, calls, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities, or other commitments, contingent or otherwise, of any kind, in each case, obligating the Company to issue, directly or indirectly, any additional shares of its capital stock or other equity securities. There are no agreements, commitments or contracts relating to the issuance, sale, transfer or voting of any equity securities or other securities of the Company. The Company has no Subsidiaries or other Investments.

**4.5 No Conflict.** Neither the execution of this Agreement or the Ancillary Agreements to which the Company or the Shareholders are a party nor the performance by the Company or the Shareholders of their respective obligations hereunder or thereunder shall (a) violate or conflict with the Articles of Incorporation or Bylaws of the Company or any Law or Order, (b) violate, conflict with or result in a breach or termination of, or otherwise give any Person additional rights or compensation under, or the right to terminate or accelerate, or constitute (with notice or lapse of time, or both) a default under the terms of any Contract to which the Company is a party or by which any of the assets or the properties of the Company are bound or (c) result in the creation or imposition of any Lien with respect to any of the assets or properties of the Company.

H07000156631 3

H07000156631 3

**4.6 Consent.** Except as set forth on Schedule 4.6, no consent, approval or authorization of any Person, including any Governmental Authority, is required to be made or obtained by the Company in connection with the execution and delivery by the Company and the Shareholders of this Agreement or the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby.

**4.7 Property.**

(a) **Title.** The Company does not own any real property. The Company has good and indefeasible title to, valid and enforceable leasehold interests in, or a valid and enforceable license to, all of its other tangible assets and properties (including, without limitation, the Leased Real Property), free and clear of all Liens.

(b) **Real Property Leases.** Schedule 4.7(b) sets forth a true and complete description of the only real property leased or occupied by the Company (the "Leased Real Property"), including the address thereof. The Leased Real Property is leased on a month to month basis by the Company and there is no written lease governing the Leased Real Property. The total monthly rental amount with regard to the Leased Real Property is \$11,668.75, which includes insurance and utilities. The Company is current in its lease payments through the Closing Date and owes no other amounts with regard to the Leased Real Property through such date. There are no existing defaults by the Company with regard to the Leased Real Property. The landlord of the Leased Real Property has not commenced any eviction actions with regard to the Leased Real Property. The Company has not provided any termination notices with regard to the Leased Real Property. Except as set forth on Schedule 4.7(b), (i) no consent is required from the landlord of the Leased Real Property in order to consummate the transactions contemplated by this Agreement and (ii) no Affiliate or Family Affiliate of the Company or Shareholder is the owner or lessor of any Leased Real Property. After the Closing, the Company can terminate the Leased Real Property with 30-days notice. The Leased Real Property is in the same condition as that which existing on the date the Leased Real Property was delivered to the Company so that if the Company were to deliver the Leased Real Property on the Closing Date to the landlord, the Company would owe no amounts to Landlord (other than any monthly rent that had not yet been paid). There are no observable material defects in, mechanical failure of, or damage to, the Leased Real Property. As of the date of this Agreement, the mechanical, electrical and HVAC systems serving the Leased Real Property are in good working condition, ordinary wear and tear excepted.

(c) **Tangible Personal Property.** Schedule 4.7(c) sets forth a true and complete list, by category, of all equipment, machinery and other similar tangible personal property, with an individual original cost of \$1,500 or more, that is owned or leased by the Company (the "Tangible Personal Property"). The Company is in possession of all the Tangible Personal Property. The Tangible Personal Property owned, leased or licensed by the Company is in good condition and repair (subject to normal wear and tear consistent with the age of the assets and properties) and constitute all of the tangible properties necessary to conduct the Company's business as it is currently conducted. The only equipment leased by the Company is the Vemag 500 Continuous Stuffer leased from Robert Reiser & Co., Inc. pursuant to that certain equipment lease dated October 11, 2001 (the "Equipment Lease"). The Equipment Lease is in full force and effect and has not been amended or modified and neither the lessor nor lessee under such lease is in default under such lease. The Company has made all required payment under such lease through the Closing Date. The Equipment Lease allows the Company to purchase such equipment and as of the Closing Date, the purchase price of such equipment does not exceed \$12,854.

H07000156631 3

H07000156631 3

**4.8 Operations.** The Company is the only entity through which the Company's business is conducted.

**4.9 Litigation.** Except as set forth on Schedule 4.9, there is no instance in which the Company is or has been within the three-year period prior to the Closing Date (a) subject to any unsatisfied Order or (b) a party, or to the knowledge of the Company, threatened to be made a party, to any complaint, action, suit, proceeding, hearing or known investigation of any Person or Governmental Authority. Except as set forth in Schedule 4.9, no event has occurred or circumstances exist that could reasonably give rise to or serve as a reasonable basis for the commencement of any complaint, action, suit, proceeding, hearing or known investigation of any Person or Governmental Authority. There are no judicial or administrative actions, proceedings or known investigations pending or, to the knowledge of the Company, threatened that question the validity of this Agreement, the Ancillary Agreements or any of the transactions contemplated hereby or thereby. Without limiting the generality of the foregoing, there are no pending or, to the knowledge of the Company, threatened actions by any Governmental Authority to modify the zoning classification of, or to condemn or take by power of eminent domain (or purchase in lieu thereof), or to classify as a landmark, or otherwise to take or restrict in any way the right to use, develop or alter, all or any part of the Real Property.

**4.10 Compliance with Laws.** Except as set forth on Schedule 4.10, the Company is now, and has been within the past three years, in compliance in all material respects with all Laws and Orders, including, without limitation, those respecting (a) labor and employment Laws, standards and practices (including, without limitation, all payroll and payroll withholding practices associated therewith), (b) zoning, and (c) Intellectual Property. Neither the Company nor AMTC (x) have knowledge of any proposed Florida Law or Order or (y) have actual knowledge of any proposed Law or Order in a jurisdiction other than Florida that, in either event, reasonably could be applicable to the Company and that reasonably could adversely affect any assets, properties, liabilities, operations or financial forecasts of the Company.

**4.11 Conduct of Business.** Except as set forth on Schedule 4.11, since December 31, 2006, but except, in each case, (1) with respect to the transactions contemplated by this Agreement and the Ancillary Agreements, and (2) as set forth in the Schedules and their Appendices, the business and operations of the Company have been conducted in the Ordinary Course of Business and there has not been any adverse change in the operation of the business or the performance or financial condition of the Company outside of the Ordinary Course of Business, and the Company has not:

(a) borrowed any amount or incurred or become subject to any liability except (i) liabilities incurred in the Ordinary Course of Business, (ii) liabilities under Contracts entered into in the Ordinary Course of Business and (iii) borrowings under lines of credit existing on such date;

(b) sold, assigned, licensed, leased or transferred (including, without limitation, transfers with employees, Affiliates, the Shareholders or their respective Family Affiliates) any assets or properties except in the Ordinary Course of Business, or cancelled any debts or claims other than in the Ordinary Course of Business;

(c) waived any rights of value or suffered any losses other than in the Ordinary Course of Business;

H07000156631 3

H07000156631 3

(d) declared or paid any dividends or other distributions with respect to any shares of its capital stock or redeemed or purchased, directly or indirectly, any shares of its capital stock or any options;

(e) taken any other action or entered into any other transaction (including any transactions with employees, Affiliates, shareholders or their respective Family Affiliates) other than in the Ordinary Course of Business or arising out of the transactions contemplated by this Agreement and the Ancillary Agreements;

(f) (i) increased the salary, wages or other compensation rates of any officer, employee, director or consultant except in the Ordinary Course of Business, and except with respect to the transactions contemplated by this Agreement and the Ancillary Agreements (ii) made or granted any increase in any Employee Plan, or amended or terminated any existing Employee Plan, or adopted any new Employee Plan or (iii) made any commitment or incurred any liability to any labor organization;

(g) made any capital expenditures or commitments therefor other than capital expenditures or commitments for individual items not exceeding \$1,500 per item;

(h) made any change in accounting or Tax principles, practices or policies from those utilized in the preparation of the Financial Statements;

(i) made any write-off or write-down of or made any determination to write-off or write-down any of its assets and properties;

(j) made any change in its general pricing practices or policies or any change in its credit or allowance practices or policies;

(k) except to the extent reflected in Schedule 4.15, entered into any amendment, modification, termination (partial or complete) or granted any waiver under or given any consent with respect to any Contract that is required to be disclosed in the Schedules to this Agreement;

(l) commenced or terminated any line of business; or

(m) received written notice from any customer or supplier that such customer or supplier has ceased, may cease or shall cease to do business with it.

**4.12 Labor Matters.** Schedule 4.12 sets forth a list of all of the employees of the Company and their current salaries. All of such employees are at-will employees and the Company has a right to terminate any of such employees in its discretion. On the Closing Date, the Company shall have paid all wages and other obligations due to its employees through and including such date. (i) The Company is not a party to, bound by or currently negotiating any written or oral employment, services, union, collective bargaining, agency, management, independent contractor, consulting or similar type of agreements, contracts or arrangements, including, without limitation, any change of control, termination or severance, employee compensation or benefits, bonus, retention bonus, profit-sharing, stock or stock option, unusual or special employment compensation arrangements, (ii) the Company has not agreed to recognize any union or other collective bargaining unit and (iii) no union or collective bargaining unit has been certified as representing the employees of the Company and no organizational attempt has been made or, to the knowledge of the Company, threatened by or on

H07000156631 3

H07000156631 3

behalf of any labor union or collective bargaining unit with respect to any employees of the Company. There are no audits, complaints, claims or charges pending, outstanding, or to the knowledge of the Company, anticipated by the Company or threatened, nor are there any orders, decisions, directions or convictions currently registered or outstanding by any Governmental Authority against or in respect of the Company under any Laws, and without limiting the generality of the foregoing, there are no outstanding, pending or to the knowledge of the Company threatened charges or complaints against the Company relating to unfair labor practices or discrimination or under any legislation relating to employees, labor or labor relations. The Company is not currently covered by workers compensation and has paid no amounts in respect therefor. There are no charges or orders requiring the Company to comply outstanding under applicable occupational health and safety legislation.

**4.13 Employee Plans.** The Company does not maintain or contribute to any employee benefit plans ("Employee Plans") within the meaning of Section 3(3) of ERISA, whether or not any such Employee Plans are otherwise exempt from the provisions of ERISA. The Company does not now and has not at any time in the past maintained or contributed to any employee retirement plan, including any tax-qualified retirement plan or any multi-employer pension plan. The Company does not now and has not at any time in the past maintained any tax-qualified retirement plan subject to the minimum funding rules of Section 412 of the Code. The Company does not contribute to, and has not at any time in the past had any obligation to contribute to, any pension plan that is a "multi-employer plan" (within the meaning of Section 4001(a)(3) of ERISA) and has not incurred any withdrawal liability (including any contingent or secondary withdrawal liability), within the meaning of Sections 4201 and 4202 of ERISA, to any Employee Benefit Plan which is a multi-employer plan.

**4.14 Environmental.** The Company has not, in violation of any federal, state or local law, regulation, rule, ordinance, or order, engaged in or permitted any operations or activities upon, or any use or occupancy of the Leased Real Property for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Materials, on, under, in or about such property, or transported any Hazardous Materials to, from or across the property in violation of any applicable federal, state or local law, regulation, rule, ordinance, or order, nor, to the Company's knowledge, are any Hazardous Materials presently constructed, deposited, stored or otherwise located on, under, in or about such property in violation of any applicable federal, state or local law, regulation, rule, ordinance, or order, nor, to the Company's knowledge, have any Hazardous Materials migrated from any such property upon or beneath other properties, nor, to the Company's knowledge, have any Hazardous Materials migrated or threatened to migrate from other properties upon, about or beneath the property. The Company's use and operation of the Leased Real Property, and all the Company's activities and conduct of business related thereto, have at all times complied with all applicable federal, state or local law, regulation, rule, ordinance, or order. The Company has received no written notice or other communication concerning any alleged violation of any applicable federal, state or local law, regulation, rule, ordinance, or order, whether or not corrected to the satisfaction of the appropriate authority, nor notice or other communication concerning alleged liability for environmental damages, fines, penalties, sanctions, or other claims, demands, judgments or orders in connection with any such property or in connection with any off-site location and there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation, pending or, to the knowledge of the Company, threatened or proposed, relating to the ownership, use, maintenance or operation of any such property or off-site location by any person, or from alleged violation of any

H07000156631 3

H07000156631 3

applicable federal, state or local law, regulation, rule, ordinance, or order, or from the suspected presence of Hazardous Material on any such property.

**4.15 Contracts.** Schedule 4.15 sets forth all of the Contracts to which the Company is a party or to which any of the assets of the Company are bound which, in each case, maintain a value or commitment (meaning, the fair value of the goods or services to be rendered, delivered or received) of \$5,000 or more per year. The Company has provided to the Purchaser true and complete copies of each such Contract, as amended to date. Each Contract listed on Schedule 4.15 (or required to be set forth on Schedule 4.15) is a valid, binding and enforceable obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar Laws and principles of equity affecting creditors' rights and remedies generally. With respect to the Contracts set forth on Schedule 4.15 (or required to be set forth on Schedule 4.15): (a) neither the Company nor to the knowledge of the Company any other party thereto is in material default under or in material violation of any Contract; (b) no event has occurred which (with notice or lapse of time, or both) would constitute such a default or violation by the Company and to the knowledge of the Company there is no such default or violation by the other party to any such Contract; and (c) the Company has not released any of its material rights under any such Contract, except as set forth in any such Contract.

**4.16 Licenses and Permits.** Schedule 4.16 sets forth a true and complete list and description of all licenses, permits and other authorizations of any Governmental Authority held by the Company and used by the Company in the conduct of its business. The Company is in compliance with the terms of such licenses, permits and authorizations and there is no pending or, to the knowledge of the Company, threatened, termination, expiration or revocation of any of the foregoing. Except for the licenses, permits and authorizations of any Governmental Authority set forth on Schedule 4.16, there are no licenses, permits or other authorizations of any Governmental Authority, whether written or oral, necessary or required for the conduct of the business of the Company.

**4.17 Intellectual Property.** Schedule 4.17 contains a true and complete list of all copyrights, inventions, trade secrets, software, customer lists, trade names, trademarks, service marks, patents and all registrations and applications therefor and licenses thereto, owned or used by the Company (collectively the "Intellectual Property"). The Intellectual Property is owned or licensed by the Company free and clear of all liens, claims, restrictions and encumbrances of any nature whatsoever (other than restrictions imposed under applicable licenses), and the Company has the exclusive right to use the Intellectual Property without payment to a third party. No Intellectual Property infringes or, to the Company's knowledge, is infringed upon by any rights of third parties or is involved in any opposition, invalidation or cancellation action. The Intellectual Property is sufficient for the operation of the business of the Company as currently conducted and contemplated to be conducted.

**4.18 Insurance.** Schedule 4.18 sets forth a true and complete list and brief description (including all applicable premiums and deductibles) of all policies of, and binders evidencing, life, fire, workmen's compensation, product liability, general liability and other forms of insurance, including title insurance, owned or maintained by the Company. Such policies are in full force and effect, and the Company is not in default under any of them. No notice of cancellation or termination or nonrenewal has been received with respect to any such policy. During the last three years, the Company has not been refused any insurance with respect to its business or its assets, nor to the

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

knowledge of the Company has coverage been limited by any insurance carrier to which the Company has applied for insurance or with which the Company has carried insurance. No event relating to the Company has occurred that could reasonably be expected by the Company to result in a retroactive upward adjustment in premiums under any of the insurance policies set forth on Schedule 4.18. The insurance maintained by the Company is sufficient to comply with all applicable Laws and Contracts to which the Company is a party. To the knowledge of the Company, no insurance carrier providing insurance to the Company is in receivership, conservatorship, liquidation or similar proceedings.

#### **4.19 Financial Statements.**

(a) Schedule 4.19 sets forth true and complete copies of the unaudited balance sheets of the Company as of December 31, 2006 and the related statements of income and shareholders' equity for the years then ended, together with the notes thereto, and the other financial information included therewith (collectively, the "*Financial Statements*").

(b) Except as set forth on Schedule 4.19 or with respect to the transactions contemplated by this Agreement and/or the Ancillary Agreements, the Financial Statements present fairly, in all material respects, the financial position, results of operations and shareholders' equity of the Company at the dates and for the time periods indicated, and have been prepared by the management of the Company in accordance with General Accepted Accounting Principles ("*GAAP*"), consistently applied throughout the periods indicated. The Financial Statements were derived from the books and records of the Company.

**4.20 Undisclosed Liabilities.** As of the Closing Date, except for the Liabilities and other obligations listed in Exhibits D and E, which shall be satisfied at Closing, the Company has no liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, whether known or unknown, regardless of when asserted).

**4.21 Indebtedness.** Exhibits D and E set forth a true and complete list of the individual components (indicating the amount and the Person to whom such Indebtedness is owed) of all the Indebtedness outstanding with respect to the Company as of the date of this Agreement and as subsequently updated by the Company as of the Closing Date.

**4.22 Bank Accounts.** Schedule 4.22 sets forth a true and complete list of the name and address of (a) each bank with which the Company has an account or safe deposit box and the name of each Person authorized to draw thereon or have access thereto and (b) the name of each Person holding a power of attorney on behalf of the Company.

#### **4.23 Product Liability and Warranty.**

(a) Except (1) as set forth in Schedule 4.23 and/or (2) the reserve for product warranty claims set forth in the Financial Statements and/or the Company's books and records, each product sold or otherwise delivered by the Company has been in conformity with all applicable contractual commitments and all express and implied warranties, and, to the knowledge of the Company, the Company does not have any liability (and to the knowledge of the Company there is no reasonable basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against the Company) for replacement or repair of any such products or other damages in connection therewith outside the Ordinary Course of Business. Except as set forth

H07000156631 3



H07000156631 3

in a Contract listed on Schedule 4.15, no product manufactured, sold, leased or delivered by the Company is subject to any guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale, lease or service. Schedule 4.23 sets forth true and complete copies of the standard terms and conditions of sale, lease or service of the Company (containing applicable guaranty, warranty and indemnity provisions), if any.

(b) To the knowledge of the Company, the Company has no liability, and (to the knowledge of the Company) there is no reasonable basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against the Company giving rise to any liability, arising out of any injury to Person or property as a result of the ownership, possession or use of a product manufactured, sold, leased or delivered by the Company.

**4.24 Taxes.** Except as set forth in Schedule 4.24:

(a) All Returns required to be filed with any Taxing Authority with respect to any Pre-Closing Tax Period by or on behalf of the Company, to the extent required to be filed on or before the Closing Date, have been filed when due in accordance with all applicable Laws.

(b) All Returns filed on or before the Closing Date were correct and complete in all material respects. The Company is not a beneficiary of any extension of time within which to file any Return.

(c) No Return with respect to any Pre-Closing Tax Period has ever been audited by any Taxing Authority.

(d) The Company has no Tax liabilities (whether due or to become due) with respect to the income, property and operations of the Company that relate to any Pre-Closing Tax Period, except for Tax liabilities reflected in the Financial Statements or that have arisen after the date of the Financial Statements in the Ordinary Course of Business.

(e) All Taxes owed by the Company or required to be withheld by the Company (whether or not shown as due and payable on any Return) have been timely paid or withheld and remitted to the appropriate Taxing Authority.

(f) There is no action, suit, proceeding, claim, audit or investigation now pending or to the knowledge of the Company threatened, against or with respect to the Company in respect of any Tax.

(g) There are no Liens for Taxes upon the assets or properties of the Company, except for Taxes not yet due and payable.

(h) Schedule 4.24(h) lists all federal, state, local and foreign income tax Returns filed with respect to the Company for taxable periods ended after December 31, 2003. The Company has delivered or made available to the Purchaser and the Sub correct and complete copies of all federal income tax Returns, examination reports, statements of deficiencies assessed against or agreed to by the Company filed or received after December 31, 2003.

**4.25 Customers and Suppliers.** Schedule 4.25 sets forth a list of all suppliers to the Company from which the Company purchased at least \$10,000 of goods or services during the 12

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

months prior to the Closing Date and a list of all customers of the Company during such 12-month period. To the knowledge of the Company, all of such customers and suppliers will continue such relationships with the Company after the Closing. The Company's relationships with its suppliers and customers are good working commercial relationships. Except as set forth on Schedule 4.25, the Company has not entered into any commitment or agreement with customers or suppliers except in the ordinary course of business, consistent with past practice.

**4.26 Related Party Transactions.** None of the Company, the Shareholders or any of their respective Affiliates or Family Affiliates, nor any current or former director, officer or employee of the Company, (a) has or during the last three fiscal years has had any direct or indirect interest (i) in, or is or during the last three fiscal years was, a director, officer or employee of, any Person that is a client, customer, supplier, lessor, lessee, debtor, creditor or competitor of the Company or (ii) in any material property, asset or right that is owned or used by the Company in the conduct of the Company's business or (b) is, or during the last three fiscal years has been, a party to any agreement or transaction with the Company. There is no outstanding Indebtedness of any current or former director, officer, employee or consultant of the Company or the Shareholders or any of their respective Affiliates or Family Affiliates to the Company.

**4.27 Brokers/Advisors.** No Person has acted directly or indirectly as a broker, finder or financial advisor for the Company or the Shareholders in connection with the negotiations relating to the transactions contemplated by this Agreement, and no Person is entitled to any fee or commission or like payment in respect thereof based in any way on any agreement, arrangement or understanding made by or on behalf of the Company or the Shareholders.

#### ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each Shareholder hereby severally represents and warrants to the Purchaser, that the following representations and warranties are true and correct as to such Shareholder, as of the date hereof, and shall be, as of the Closing Date, true and correct in all material respects as to such Shareholder:

**5.1 Validity and Enforceability.** The Shareholder has the capacity to execute, deliver and perform the Shareholder's obligations under this Agreement and the Ancillary Agreements. This Agreement and each of the Ancillary Agreements has been duly executed by the Shareholder and, assuming due authorization, execution and delivery by the Purchaser, represents the legal, valid and binding obligations of the Shareholder, enforceable against the Shareholder in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar Laws and principles of equity affecting creditors' rights and remedies generally. No further action on the part of the Shareholder is or shall be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements.

**5.2 Title to Shares.** The Shares held by such Shareholder are owned beneficially by such Shareholder and of record free and clear of any Liens in the names of the Shareholder as set forth in Schedule 5.2 and none of them have been issued in violation of any preemptive or other right.

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

## ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company and the Shareholders that, except as set forth in the Schedules, the following representations and warranties are, as of the date hereof, and shall be, as of the Closing Date, true and correct, except as set forth on the Schedules attached hereto and made a part hereof:

**6.1 Existence and Good Standing.** The Purchaser and the Sub are each corporations duly incorporated, validly existing and in good standing under the laws of Florida and are each duly authorized, qualified or licensed to do business as a foreign corporation in each of the jurisdictions in which they are required to do so, except when the failure to so qualify would not have a material adverse effect.

**6.2 Power.** The Purchaser has the requisite corporate or other power and authority to (a) own or lease and to operate their respective properties and assets as and where currently owned, operated and leased and (b) carry on their respective businesses as currently conducted.

**6.3 Validity and Enforceability.** The Purchaser has requisite corporate power and authority to execute, deliver and perform their respective obligations under this Agreement and the Ancillary Agreements. This Agreement and each of the Ancillary Agreements have been duly executed and delivered by the Purchaser and, assuming due authorization, execution and delivery by the Company and the Shareholders, represent the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar Laws and principles of equity affecting creditors' rights and remedies generally. The execution and delivery of this Agreement and each of the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Purchaser. No further action on the part of the Purchaser is or shall be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements.

## ARTICLE VII INDEMNIFICATION

### 7.1 General Indemnification Obligation.

(a) The Royalty Fee Recipients shall indemnify and hold harmless the Purchaser and its officers, directors, employees, agents, representatives and Affiliates from and against any claim, liability, obligation, loss, damage, assessment, judgment, cost and expense (including, without limitation, reasonable attorney's and accountant's fees and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim, action, suit, proceeding or demand) of any kind or character ("*Losses*") arising out of or in any manner incident, relating or attributable to (i) any inaccuracy in any representation or breach of any warranty of the Company, the Shareholders and the Royalty Fee Recipients contained in this Agreement or in any exhibit or schedule, certificate, instrument or other document or agreement executed or delivered by any of them in accordance with this Agreement; (ii) any failure by the Company or the Royalty Fee Recipients to perform or observe any covenant, agreement or condition to be performed or observed by any of them under this Agreement or under any schedule, certificate, instrument or other document or agreement executed by it in accordance with this Agreement; (iii) any Indebtedness or

H07000156631 3

SLX\_TAM: #772979v8

H07000156631 3

Expenses of the Company, other than the obligations to be paid by Purchaser at Closing pursuant to Section 2.5(c); (iv) any obligations arising from any product warranties of the Company for products sold or services delivered by the Company on or prior to Closing; or (v) any Taxes of the Company in respect of the Pre-Closing Tax Period.

(b) The Purchaser shall indemnify and hold harmless the Royalty Fee Recipients and their respective agents, representatives and Affiliates from and against any and all Losses by any of the foregoing arising out of or otherwise in respect of (i) any inaccuracy in any representation or breach of any warranty of the Purchaser contained in this Agreement or in any exhibit or schedule, certificate, instrument or other document or agreement executed or delivered by it in accordance with this Agreement; (ii) any failure by the Purchaser to perform or observe any covenant, agreement or condition to be performed or observed by it under this Agreement or under any schedule, certificate, instrument or other document or agreement executed by it in accordance with this Agreement or (ii) any Taxes in respect of the Post-Closing Tax Period.

## 7.2 Notice and Opportunity to Defend.

(a) Notice of Asserted Liability. As soon as is reasonably practicable after the Royalty Fee Recipients become, on the one hand, or the Purchaser becomes, on the other hand, aware of any third party claim (but, in any event, within ten (10) days thereof) that it or they have under Section 7.1 (a "Liability Claim"), such party (the "Indemnified Party") shall give notice of the Liability Claim (a "Claims Notice") to the other party (the "Indemnifying Party"). A Claims Notice shall describe the Liability Claim in reasonable detail shall indicate the amount (estimated, if necessary and to the extent feasible) of the Loss that has been or may be suffered by the Indemnified Party and shall contain copies of all relevant or supporting information or documentation. No delay in or failure to give a Claims Notice by the Indemnified Party to the Indemnifying Party pursuant to this Section 7.2(a) shall adversely affect any of the other rights or remedies which the Indemnified Party has under this Agreement, or alter or relieve the Indemnifying Party of its obligation to indemnify the Indemnified Party, except and only to the extent that such delay or failure has prejudiced the Indemnifying Party or is received by the Indemnifying Party after the Expiration Date.

(b) Opportunity to Defend Third Party Claims. The Indemnifying Party shall have the right, exercisable by written notice to the Indemnified Party within one hundred twenty (120) days after receipt of a Claims Notice from the Indemnified Party of the commencement or assertion of any Liability Claim in respect of which indemnity may be sought under this Article VII, to assume and conduct the defense of such Liability Claim, in accordance with the limits set forth in this Agreement, with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party; provided, however, that (i) the defense of such Liability Claim by the Indemnifying Party shall not, in the reasonable judgment of the Indemnified Party, have a material adverse effect on the Indemnified Party; and (ii) the Liability Claim solely seeks (and continues to seek) monetary damages (the conditions set forth in clauses (i) through (ii) are collectively referred to as the "Litigation Conditions"). If the Indemnifying Party does not assume the defense of a Liability Claim in accordance with this Section 7.2(b), the Indemnified Party may continue to defend the Liability Claim. If the Indemnifying Party has assumed the defense of a Liability Claim as provided in this Section 7.2(b), the Indemnifying Party shall not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense of the Liability Claim; provided, however, that if any of the Litigation Conditions cease to be met, the Indemnified Party may assume its own defense, and the Indemnifying Party shall be liable for all reasonable costs or expenses paid or incurred by the Indemnified Party in connection with such defense at and after the time it has

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

provided written notice to the Indemnifying Party that it would be assuming such defense. The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Liability Claim, which the other is defending as provided in this Agreement. The Indemnifying Party, if it shall have assumed the defense of any Liability Claim as provided in this Agreement, shall not, without the prior written consent of the Indemnified Party, consent to a settlement of, or the entry of any judgment arising from, any such Liability Claim which (x) does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party a complete release from all liability in respect of such Liability Claim, or (y) grants any injunctive or equitable relief, or (z) may reasonably be expected to have an adverse effect on the affected business of the Indemnified Party. The Indemnified Party shall have the right to settle any Liability Claim, the defense of which has not been assumed by the Indemnifying Party, provided that the Indemnified Party shall obtain the consent of the Indemnifying Party in connection therewith, which consent shall not be unreasonably withheld by the Indemnifying Party.

(c) In the event that the Indemnifying Party shall undertake, conduct or control the defense or settlement of any Liability Claim and it is later determined that such Liability Claim was not a claim for which the Indemnifying Party is required to indemnify the Indemnified Party under this Article VII, the Indemnified Party shall reimburse the Indemnifying Party for all of its costs and expenses with respect to such settlement or defense, including reasonable attorneys' fees and disbursements.

### 7.3 Survivability; Limitations; Set Off.

(a) The representations and warranties of the Parties contained in this Agreement or in any Ancillary Agreement shall survive for a period ending twelve (12) months after the Closing Date (the "Expiration Date"); provided, however, that the Expiration Date for any Liability Claim relating to a breach of or an inaccuracy in the representations and warranties set forth in Section 4.13 (Employee Plans), Section 4.14 (Environmental), and Section 4.24 (Taxes) shall be thirty (30) days after the expiration of the period during which a private or governmental plaintiff could bring a claim for actions taken or circumstances arising prior to the Closing (taking into account any extensions, suspension or tolling under applicable Law). Any Liability Claim pending on any Expiration Date for which a Claims Notice has been given in accordance with Section 7.2(a) on or before such Expiration Date may continue to be asserted and indemnified against until finally resolved. All of the covenants and agreements of the Parties contained in this Agreement shall survive after the Closing Date until performed in accordance with their terms.

(b) Notwithstanding anything to the contrary contained in this Article VII or elsewhere in this Agreement, the Royalty Fee Recipients shall not have any liability to Purchaser under this Article VII or otherwise in connection with this Agreement in excess of the Maximum Royalty Payment (the "Ceiling Amount").

(c) The rights of the parties under this Article VII shall be the exclusive remedy of the parties with respect to claims resulting from or relating to any misrepresentations, breach of warranties or failure to perform any covenant or agreement contained in this Agreement.

(d) Purchaser's sole recourse for any indemnification obligations under this Agreement shall be the right to set off any amounts due to it pursuant to this Article VII against Royalty Payments not yet paid to the Royalty Fee Recipients (an "Indemnification Set Off"). If the

H07000156631 3

SLX\_TAM: 772979v8

H07000156631 3

Purchaser has a claim for an Indemnification Set Off, the Purchaser shall provide each of the Royalty Fee Recipients with written notice specifying in reasonable detail the basis for its claim, the amount of such claim and the Purchaser's intent to set off such amount against the Royalty Payment, as necessary to satisfy the claim (the "*Set Off Notice*"). If any of the Royalty Fee Recipients have any good faith basis for an objection to such Indemnification Set Off, then they shall provide the Purchaser with written notice specifying in reasonable detail the basis for such objection (the "*Notice of Objection*") to the Indemnification Set Off within thirty (30) days of receipt of the Set Off Notice. If the Purchaser does not receive the Notice of Objection within such thirty (30) day period, the Purchaser shall have the right to fully and finally set off such portion of the Royalty Fee necessary to cover its indemnification claim. If the Purchaser does receive the Notice of Objection within such thirty (30) day period, the parties shall work in good faith to resolve the matters raised in the Notice of Objection during the thirty (30) day period following the Purchaser's receipt of the Notice of Objection (the "*Discussion Period*"). If the parties are unable to resolve such matters by the end of the Discussion Period, the Purchaser shall have the right to set off such portion of the Indemnification Set Off that is not subject to objection at that time, but shall not be entitled to set off that portion of the Indemnification Set Off in dispute until such time as the Purchaser has established its right to indemnification under this Article VII through written agreement with the Indemnifying Party or final judgment after expiration and exhaustion of all applicable appeals in regards to the disputed amount. The application of the Indemnification Set Off among the Royalty Fee Recipients shall be in reverse order to the priority levels set forth in Exhibit E. For the avoidance of doubt, the Indemnification Set Off allocation shall be as follows: (i) the first \$1,892,725 dollars of Indemnification Set Off will be set off against the unpaid amounts payable to AMT Capital, Ltd. at the third priority level, (ii) the next \$72,197 dollars of Indemnification Set Off will be set off against the unpaid amounts payable to Christensen, Peter N. Walmsley, Patrick A. Rivelli and Tom H. Delimitros at the second level priority level pari passu and (iii) the remaining \$35,078 dollars of Indemnification Set Off will be set off against the unpaid amounts payable to AMT Capital, Ltd. at the first priority level. The Purchaser shall be entitled to retain such portion of the Royalty Fee as is necessary to satisfy the indemnification claim resolved as provided above in its favor, and upon fully retaining such amount, the Purchaser shall resume paying the Royalty Fee Participants in accordance with the priority levels set forth in Exhibit E.

(c) The Indemnifying Party shall not be liable for any amounts for which the Indemnified Party are otherwise entitled to pursuant to this Article VII until such time as the aggregate amount for which the Indemnified Party is entitled to under all such claims for indemnification equals or exceeds Twenty Thousand Dollars (\$20,000) in the aggregate (the "*Threshold Indemnification Amount*"), at which time the Indemnifying Party shall be liable for all of such amounts, including the Threshold Indemnification Amount.

(f) The Royalty Fee Recipients shall not be liable to the Purchaser for punitive, special or consequential damages.

#### ARTICLE VIII ADDITIONAL AGREEMENTS

8.1 Non-Competition. For good and valuable consideration, the Shareholders other than AMTC (the "*Non-Competing Shareholders*") agree that for the three (3) year period directly following the Closing Date, the Non-Competing Shareholders shall not, without Purchaser's prior written consent, either directly or indirectly (i) engage in a Competitive Business, as hereinafter defined; (ii) have any material interest (whether as a proprietor, partner, shareholder, associate, or any type of principal or owner whatsoever) in any person, firm, partnership, joint venture, or other

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

business entity (collectively, an "*Entity*") that is engaged in a Competitive Business (other than an ownership interest not exceeding 5% of a publicly held company); or (iii) provide financial or other assistance or act as an agent of, consultant for or advisor to any Entity that is or is about to become engaged in a Competitive Business. Further, the Non-Competing Shareholders covenant and agree with Purchaser that for the three (3) year period following the Closing Date, the Non-Competing Shareholders shall not request, induce or advise any person to withdraw, curtail or cancel their business with Purchaser. As used in this section, "*Competitive Business*" shall mean the business in which the Company was engaged immediately prior to Closing. The Non-Competing Shareholders acknowledge that its satisfaction of the covenants and agreements set forth in this Section are reasonable to protect the business, goodwill, and other proprietary interests of Purchaser and that a breach of such covenants or agreements may result in irreparable and continuing damage to Purchaser for which there may be no adequate remedy at law. The Non-Competing Shareholders agree that in the event of any material breach of the aforesaid covenants or agreements, Purchaser shall be entitled to injunctive relief without the necessity of proof of actual damage, and such other and further relief as may be proper, subject to the principles of equity.

**8.2 Confidentiality.** The Shareholders agree not to use or disclose and confidential information belonging to the Company or Purchaser for its own or any third party's benefit without the prior written approval of Purchaser. Confidential information shall include all proprietary information developed or otherwise owned by the Company or Purchaser, including all Intellectual Property owned by the Company and all notes, analyses, compilations, studies, interpretations or other documents prepared by the Company which contain, reflect or are based on such confidential information. Confidential information shall not include information that is now or subsequently becomes generally available to the public through no fault or breach of the Shareholders.

**8.3 Press Releases.** The Shareholders shall not, unless approved by Purchaser in writing in advance, make any public announcement, issue any press release or other publicity or, except as contemplated in this Agreement, confirm any statements by any person not a Party to this Agreement concerning the transactions contemplated hereby.

## ARTICLE IX CONDITIONS PRECEDENT

**9.1 Conditions to Each Party's Obligation.** The respective obligation of each Party hereunder shall be subject to the satisfaction prior to the Closing Date of the following conditions:

(a) **Approval.** All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any Governmental Authority necessary for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained, including without limitation the approval of the SBA.

(b) **Legal Action.** No action, suit or proceeding shall have been instituted or threatened before any Governmental Authority seeking to challenge or restrain the transactions contemplated hereby.

**9.2 Conditions of Obligations of the Purchaser.** In addition to the conditions set forth in Section 9.1 the obligations of the Purchaser to effect the transactions contemplated hereby are subject to the satisfaction of the following conditions unless waived by the Purchaser:

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

(a) Representations and Warranties. Each of the representations and warranties of the Company and the Shareholders contained in this Agreement that is qualified by materiality shall be true and correct on and as of the Closing Date as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date) and each of the representations and warranties that is not so qualified, shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date) and the Purchaser shall have received a certificate signed by the Company and the Shareholders to such effect.

(b) Performance of Obligations of the Shareholders. The Company and the Shareholders shall have performed, in all material respects, all obligations required to be performed by them under this Agreement prior to the Closing Date, and the Purchaser shall have received a certificate signed by the Company and AMTC to such effect.

(c) Approval of Merger. The Merger must have been approved by all requisite corporate action of the Shareholders and the board of directors of the Company and the Shareholders and the Company shall have delivered minutes or resolutions or other documentation establishing such fact.

(d) Consents and Actions. All requisite consents of any third parties to the transactions contemplated by this Agreement shall have been obtained in a form acceptable to the Purchaser in their sole but reasonably exercised discretion.

(e) Closing Deliveries. AMTC, the other Shareholders, or the Company shall have delivered, or caused to be delivered, to the Purchaser at or prior to the Closing all of the documents or items set forth in Section 3.3.

(f) Due Diligence. Purchase shall have completed its due diligence investigation of the Company and shall be satisfied, in its sole discretion, with the results of such investigation.

(g) Status of Shares. The Shareholders shall have good title to the Shares, free and clear of all Liens.

(h) Satisfaction of Obligations. The Company shall have satisfied prior to Closing all of its obligations and liabilities through the Closing Date, other than the Liabilities on Exhibits D and E, which shall be satisfied at Closing, and obtained releases or estoppel letters from all creditors and a release of all Liens on its assets, unless waived by the Purchaser. Without limiting the foregoing, the Company must own all of its equipment and intangible property free and clear of all liens, claims and encumbrances on the Closing Date, and, prior to the Closing, the Company must pay off all of its accounts payable and all salaries due to employees.

(i) Cancellation of Loans. Releasers shall have delivered to Purchaser all promissory notes evidencing all Affiliated Creditor Obligations or any other obligations due from the Company to Releasers for cancellation.

(j) Conduct of Business. The Company shall not have engaged in any transactions outside the ordinary course of business since the date of this Agreement, including without limitations any distributions to Shareholders, whether by way of dividend, share repurchase,

H07000156631 3

SLK\_TAM: #772979v8



H07000156631 3

share redemption or otherwise, and there shall not have occurred any material adverse change in the assets, liabilities, or business of the Company and its subsidiaries or in current trends in the business or prospects of the Company or its subsidiaries since the date of this Agreement;

(k) Employment Agreements. Purchaser shall have entered, at its option, into an employment agreement with key management personnel of the Company on or before the Closing in form and substance reasonably satisfactory to the Company.

9.3 Conditions of Obligation of the Company and the Shareholders. The obligations of the Company and the Shareholders to effect the transactions contemplated hereby are subject to the satisfaction of the following conditions unless waived by the Company and the Shareholders:

(a) Representations and Warranties. Each of the representations and warranties of the Purchaser contained in this Agreement that is qualified by materiality shall be true and correct on and as of the Closing Date as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date) and each of the representations and warranties that is not so qualified shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date) and the Company and the Shareholders shall have received a certificate signed by the Purchaser to such effect.

(b) Performance of Obligations of the Purchaser. The Purchaser shall have performed, in all material respects, all obligations required to be performed by it under this Agreement prior to the Closing Date, and the Company and the Shareholders shall have received a certificate signed by the chief executive officer of the Purchaser to such effect.

#### ARTICLE X WAIVER

10.1 Waiver. Either Party to this Agreement may (a) extend the time for the performance of any of the any obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto or (c) waive compliance with any of the agreements or conditions of the other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of either Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

#### ARTICLE XI MISCELLANEOUS

11.1 Expenses. Except as otherwise permitted in this Agreement, each of the Parties shall bear their respective expenses incurred or to be incurred in connection with the negotiation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby.

11.2 No Assignment. The rights and obligations of the Parties under this Agreement may not be assigned (whether by operation of law or otherwise) without the prior written consent of the other Parties to this Agreement.

H07000156631 3

SLX\_TAM: #772979v8

H07000156631 3

**11.3 Headings.** The headings contained in this Agreement are included for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

**11.4 Integration, Modification and Waiver.** This Agreement, together with the exhibits, schedules and certificates or other instruments delivered under this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings of the Parties, including any letter of intent related hereto; it being further acknowledged and agreed that the representations and warranties set forth in this Agreement hereof constitute all of the inducements made by the Company or the Shareholders in connection with the transactions contemplated by this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the Parties to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. Purchaser and Sub hereby acknowledge and agree that neither the Company nor the Shareholders, nor any of their representatives has made any representations or warranties concerning due diligence materials supplied in connection with this transaction.

**11.5 Severability.** If any provision of this Agreement or the application of any provision of this Agreement to any Party or circumstance shall, to any extent, be adjudged invalid or unenforceable, the application of the remainder of such provision to such Party or circumstance, the application of such provision to other Parties or circumstances, and the application of the remainder of this Agreement shall not be affected thereby.

**11.6 Notices.** All notices and other communications required or permitted under this Agreement must be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when dispatched by electronic facsimile transfer (if confirmed in writing by mail simultaneously dispatched), (c) one business day after having been dispatched by a nationally recognized overnight courier service or (d) five business days after being sent by registered or certified mail, return receipt requested, postage prepaid, to the appropriate party at the address or facsimile number specified below:

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

If to the Company or the Shareholders (other than AMTC):

EZ-MED Company, Inc.  
Peter N Walmsley  
PO Box 250  
Gulf Breeze, FL 32562-0250  
Fax 850-916-7637

with a copy to:

John G. Igos, P.A.  
Edwards Angell Palmer & Dodge, LLP  
One North Clematis St. Suite 400  
West Palm Beach, FL 33401  
Fax: 561-655-8719

If to AMTC:

SBA Receivership Office  
E. Kevin Dahill  
Phoenix Management Partners, LLC  
Agent for the Receiver for AMT Capital, Ltd.  
666 Eleventh Street NW  
Suite 200  
Washington DC 20001-4552

with a copy to:

Stephen L. Parker  
Ober Kaler  
1401 H Street, NW  
Suite 500  
Washington, DC 20005  
Fax: 202-408-0640

If to the Purchaser:

GeoPharma, Inc.  
6911 Bryan Dairy Road  
Largo, Florida 33777  
Attn: President  
Telephone: (727) 471-0850  
Facsimile: (727) 471-0859

H07000156631 3

SLK\_TAM: #772979v8

H07000156631 3

with a copy to:

Shurnaker, Loop & Kendrick, LLP  
101 East Kennedy Boulevard, Suite 2800  
Tampa, Florida 33602  
Attention: Julio C. Esquivel, Esq.  
Facsimile No.: (813) 229-1660

Any party may change its address or facsimile number for the purposes of this Section 11.6 by giving notice as provided in this Agreement.

**11.7 Governing Law; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of law. Each of the Parties submits to the jurisdiction of the United States District Court of Northern Texas, Dallas Division, in any such proceeding arising out of or relating to this Agreement (except with respect to any Ancillary Agreements which provide for arbitration as the means of dispute resolution) and agrees that all claims in respect of any such proceeding may be heard and determined in any such court. Each Party hereto also agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any proceeding so brought. Each Party agrees that a final judgment in any proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

**11.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**11.9 Third Party Rights.** Notwithstanding any other provision of this Agreement, this Agreement shall not create benefits on behalf of any Person who is not a Party to this Agreement (including, without limitation, any broker or finder), and this Agreement shall be effective only as between the Parties hereto; provided, however, that the Indemnified Parties are intended third party beneficiaries hereof to the extent provided herein.

**11.10 No Liability to the Small Business Administration.** Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that neither the Small Business Administration nor any employee, agent or consultant of the Small Business Administration shall have any liability with respect to any and all matters arising out of or relating to this Agreement.

*(Signature page follows)*

H07000156631 3

SLK\_TAM: #772979v3

JUN-13-2007 13:36

--H07000156631 3

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed as of the day and year first written above.

**"PURCHASER"**

GEOPHARMA, INC.

By: [Signature]  
 Name: Carol Dove-Falcons  
 Title: Vice President and CFO

**"SUB"**

EZ Acquisition Sub, Inc.

By: [Signature]  
 Name: Anna Dove-Falcons  
 Title: President/CFO

**"COMPANY"**

EZ-MED COMPANY

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: President

**"AMTC"**

SBA as Receiver for AMT Capital Ltd.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**"SHAREHOLDERS"**

\_\_\_\_\_  
 Edwin Christensen

H07000156631 3

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed as of the day and year first written above.

**"PURCHASER"**

GEOPHARMA, INC.

By: \_\_\_\_\_  
Name: Dr. Kotha Sekharam  
Title: President

**"SUB"**

EZ Acquisition Sub, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**"COMPANY"**

EZ-MED COMPANY

By: Edwin Christensen  
Name: EDWIN CHRISTENSEN  
Title: President 6-7-07

**"AMTC"**

SBA as Receiver for AMT Capital Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"SHAREHOLDERS"**

Edwin Christensen  
Edwin Christensen 6-7-07

H07000156631 3

H07000156631 3

P.3

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed as of the day and year first written above.

**"PURCHASER"**

GEOPHARMA, INC.

By: \_\_\_\_\_  
Name: Dr. Kotha Sekharam  
Title: President

**"SUB"**

EZ Acquisition Sub, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**"COMPANY"**

EZ-MED COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**"AMTC"**

SBA as Receiver for AMT Capital Ltd.

By: Angela J. Winward Brusch  
Name: Angela J. Winward - Brusch  
Title: Financial Analyst

**"SHAREHOLDERS"**

\_\_\_\_\_  
Edwin Christensen

*Signature Page to Agreement and Plan of Merger*

H07000156631 3

JUN-13-2007 13:36

P.40

H07000156631 3

**JOINDER PAGE**

The undersigned joins in this Agreement for the sole purposes of providing the release required by Section 2.5(c) and the indemnification provided in Article VII of this Agreement.

  
Tom H. Delmonico

\_\_\_\_\_  
Patrick A. Rivelli

\_\_\_\_\_  
Peter N. Walmsley

H07000156631 3

*Joinder Page to Agreement and Plan of Merger*



H07000156631 3

**JOINDER PAGE**

The undersigned joins in this Agreement for the sole purposes of providing the release required by Section 2.5(c) and the indemnification provided in Article VII of this Agreement.

Tom H. Delimitros



Patrick A. Rivelli

Peter N. Walmsley

H07000156631 3

*Joinder Page to Agreement and Plan of Merger*

H07000156631 3

**JOINDER PAGE**

The undersigned joins in this Agreement for the sole purposes of providing the release required by Section 2.5(e) and the indemnification provided in Article VII of this Agreement.

\_\_\_\_\_  
Tom H. Delimitros

\_\_\_\_\_  
Patrick A. Rivalli

  
Peter N. Walmsley

H07000156631 3

*Joinder Page to Agreement and Plan of Merger*

JUN-13-2007 13:37

P.43

H07000156631 3

**Exhibit B**

H07000156631 3

H07000156631 3

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
EZ-MED COMPANY**

(Document Number P97000021744)

**EZ-MED Company** (the "**Corporation**"), a corporation organized and existing under the Florida Business Corporation Act, does hereby certify:

I. The Corporation, pursuant to the provisions of Section 607.1007 of the Act, hereby adopts these Amended and Restated Articles of Incorporation (the "**Restated Articles**") which accurately restate and integrate the Articles of Incorporation filed on March 10, 1997, and all amendments thereto.

II. The Restated Articles, including all amendments contained herein, were duly approved and adopted by unanimous written consent of the Corporation's Board of Directors dated June 6, 2007 and by written consent of the Corporation's shareholders dated June 6, 2007. The number of votes cast by the shareholders was sufficient for approval.

III. The original Articles of Incorporation and all amendments and supplements thereto are hereby superseded by the Restated Articles, which are as follows:

**ARTICLE I  
NAME**

The name of the Corporation is **EZ-MED COMPANY**.

**ARTICLE II  
PRINCIPAL OFFICE AND MAILING ADDRESS**

The Corporation's principal office and the mailing address of the Corporation is:

6950 Bryan Dairy Rd.  
Largo, FL 33777

**ARTICLE III  
PURPOSE**

The Corporation is organized for the purpose of transacting any and all lawful business for which corporations may be incorporated under the laws of Florida.

**ARTICLE IV  
CAPITAL STOCK**

The Corporation is authorized to issue 1,000 shares of capital stock which shall be designated "Common Shares" and all of which shall have the same rights and privileges.

Each Share of capital stock shall entitle the holder thereof one vote at any stockholders' meeting and otherwise to participate in all meetings and in the assets of the corporation, and such shares

H07000156631 3

shall be fully paid and non-assessable. They shall be issued for such consideration as may be determined by the Board of Directors. They may be paid for in lawful money of the United States of America, or in property, labor or services. In the absence of fraud, the judgment of the Directors as to the value of property or series received in consideration for the issuance of said stock shall be conclusive and binding upon all persons whomsoever.

**ARTICLE V**  
**BOARD OF DIRECTORS**

The Corporation shall have three (3) Directors. The number of Directors may be increased or diminished from time to time by any bylaws that may be adopted by the Stockholders, but shall never be less than three (3). Directors need not be Stockholders of the corporation. They shall hold office after their election for a period of one (1) year or until their successors are duly elected and qualified, subject to their removal by the Stockholders at any time with or without cause.

The following persons, listed with their address, shall, constitute the board of directors of the corporation:

Mihir Taneja	6950 Bryan Dairy Rd. Largo, FL 33777
Dr. Kotha Sekharam, Ph. D	6950 Bryan Dairy Rd. Largo, FL 33777
Carol Dore-Falcone	6950 Bryan Dairy Rd. Largo, FL 33777

H07000156631 3

H07000156631 3

**ARTICLE VI**  
**REGISTERED AGENT AND OFFICE**

The name of the registered agent of the Corporation and the street address of the registered office of the Corporation are as follows:

Julio C. Esquivel  
101 East Kennedy Boulevard  
Suite 2800  
Tampa, Florida 33602

**ARTICLE VIII**  
**INDEMNIFICATION**

The Corporation shall, to the full extent permitted by Florida law, indemnify any person who is or was a director or officer of the Corporation or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. The Corporation may, to the full extent permitted by Florida Law, indemnify any person who is or was an employee or agent of the Corporation or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 11 day of June, 2007.

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

Name: \_\_\_\_\_

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

H07000156631 3  
SLK\_TAM: #78070694

H07000156631 3

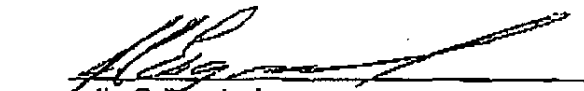
**CERTIFICATE OF DESIGNATION**  
**REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the relevant provisions of the Florida Statutes, the undersigned Corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the Corporation is EZ-MED Company.
2. The name and street address of the registered agent and office in the State of Florida are:

Julio C. Esquivel  
Shumaker, Loop & Kendrick, LLP  
101 East Kennedy Boulevard  
Suite 2800  
Tampa, Florida 33602

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATION OF MY POSITION AS REGISTERED AGENT.

  
Julio C. Esquivel  
Registered Agent

Dated: June 11, 2007

H07000156631 3

H07000156631 3

**Exhibit C**

H07000156631 3



H07000156631 3

**BYLAWS  
OF  
EZ-MED COMPANY  
a Florida corporation  
(Adopted June 4, 2007)**

**ARTICLE I - OFFICES**

1. Business Offices. EZ-MED Company, (hereinafter referred to as the "Corporation"), may have such offices, either within or without the State of Florida, as the Board of Directors may designate from time to time. The Corporation shall designate an office as its "principal office" in accordance with Florida law.
2. Registered Office. The Corporation shall have and continuously maintain a registered office in the State of Florida, which may be changed from time to time by the Board of Directors or by an Officer of the Corporation so authorized by the Board of Directors.

**ARTICLE II - SHAREHOLDERS**

1. Annual Meeting. The Corporation shall hold an Annual Meeting of the Shareholders for the election of Directors and for the transaction of any proper business. The Annual Meeting of Shareholders shall be held at such time and on such date as the Corporation's Board of Directors shall determine from time to time but not later than thirteen (13) months after the last Annual Meeting of Shareholders. The failure to hold it at the designated time does not affect the validity of any corporate action and shall not work as a forfeiture of or dissolution of the Corporation.
2. Special Meetings. Special meetings of the Shareholders may be called by the President or the Board of Directors and shall be called if the holders of not less than Ten Percent (10%) of the votes entitled to be cast on any issue proposed to be considered at the proposed meeting sign, date and deliver a written demand or several such written demands for the special meeting describing the purpose or purposes for the meeting to the Corporation's Secretary. Only business within the purpose or purposes described in the special meeting notice may be conducted at such special meeting.
3. Place of Meeting. The Board of Directors may designate any place either within or without the State of Florida as the place of meeting for any Annual Meeting or for any special meeting of the Shareholders. If no designation is made, then the place of the meeting shall be the principal office of the Corporation.
4. Notice of Meeting. Written notice stating the place, date, and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President or the Secretary of the Corporation or the persons calling the meeting to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered upon deposit in the United States mail,

H07000156631 3

SLK\_TAM: #763074V1

H07000156631 3

with postage prepaid, addressed to the Shareholder at the address specified in the Corporation's stock transfer records.

5. Notice of Adjourned Meeting. Notice of an adjourned meeting is necessary only if the new place, date and time are not announced at the meeting from which the adjournment is taken or a new record date is fixed for the reconvening of the meeting. At the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting.

6. Waiver of Notice. A Shareholder may waive any notice required by statute, the Articles of Incorporation, or Bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Shareholders need be specified in any written waiver of notice. A Shareholder's attendance at a meeting waives objection to (a) lack of notice or defective notice of the meeting, unless the Shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting or (b) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Shareholder objects to considering the matter when it is presented.

7. Record Date Determinations. The Board of Directors may fix the record date for one or more voting groups in order to determine the Shareholders entitled (a) to notice of or to vote at any meeting of Shareholders or any adjournment thereof, (b) to demand a special meeting, (c) to receive any distribution or (d) to take any other action. Such a record date must be a date after the date upon which the Board of Directors made the record date determination. The record date cannot be more than seventy (70) days before the meeting or action requiring a determination of Shareholders. A determination of Shareholders entitled to notice of or to vote at a Shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

8. Quorum. Unless otherwise required in the Articles of Incorporation, a majority of the outstanding shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders. When a specified item of business is required to be voted on by a class, series of stock, or voting group, a majority of the shares of such class, series or voting group shall constitute a quorum for the transaction of such item of business by that class, series or voting group. This quorum requirement can be changed only by an amendment to the Corporation's Articles of Incorporation. After a quorum has been established, the subsequent withdrawal of Shareholders, so as to reduce the shares represented at the meeting below the number required for the original quorum, does not affect the validity of any action taken at the meeting.

9. Voting. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders. If a quorum exists at a meeting of Shareholders, (a) action on a matter, other than the election of Directors, is approved if the votes cast by the holders of the shares represented at the meeting and entitled to vote on the subject matter favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative

H07000156631 3

SLK\_TAM: #763074v1

H07000156631 3

votes or voting by classes is required by law; and (b) action on a matter, other than the election of Directors, by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law.

10. Proxies. A Shareholder, other person entitled to vote on behalf of a Shareholder pursuant to law, or a Shareholder's attorney-in-fact may vote the Shareholder's shares in person or by proxy. A Shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An executed telegram or cablegram appearing to have been transmitted by such person, or a photographic, photostatic or equivalent reproduction of an appointment form, is a sufficient appointment form. An appointment of a proxy is effective when received by the corporate officer or agent authorized to tabulate votes. An appointment is valid for up to eleven (11) months unless a longer period is expressly provided in the appointment form. An appointment of a proxy is revocable by the Shareholder, except as otherwise provided by law.

11. Action by Shareholders Without a Meeting. Any action required or permitted to be taken at any meeting of Shareholders may be taken without a meeting, without prior notice, and without a vote, if the action is taken by the holders of shares of each voting group entitled to vote thereon having not less than the minimum number of votes with respect to each voting group that would be necessary to authorize or take such action at a duly constituted meeting. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Shareholders having the requisite number of votes of each voting group entitled to vote thereon, and delivered to the Corporation's principal office in Florida, its principal place of business or its officer or agent having custody of the book in which proceedings of meetings of Shareholders are recorded. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the date of the earliest dated consent delivered in the manner required by this section, written consents signed by the number of holders required to take action are delivered to the Corporation in the manner required by this section. Such a written consent has the effect of a meeting vote.

Any written consent, once given, may be revoked prior to the date that the Corporation receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the Corporation at its principal office in Florida or its principal place of business, or received by the corporate officer or agent having custody of the book in which proceedings of meetings of Shareholders are recorded.

Notice of such action must be given to those Shareholders who have not consented in writing or who are not entitled to vote on the action within ten (10) days after obtaining such authorization by written consent. The notice shall fairly summarize the material features of the authorized action and, if the action be such for which dissenter's rights are provided by law, the notice shall contain a clear statement of the right of the Shareholders dissenting therefrom to be paid the fair value of their shares upon compliance with the provisions of Florida law regarding the rights of dissenting shareholders.

H07000156631 3

SLK\_TAM: #763074v1

H07000156631 3

12. Shareholders' List for Meeting. After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its Shareholders who are entitled to notice of a Shareholders' meeting, arranged by voting group with the address of, and the number and class and series, if any, of shares held by each. The Shareholders' list must be available for inspection by any Shareholder for a period of ten (10) days prior to the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the Corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the Corporation's transfer agent or registrar. A Shareholder or his agent or attorney is entitled on written demand to inspect the list, during regular business hours and at his expense, during the period it is available for inspection; provided that such demand is made in good faith and for a proper purpose, the purpose is described with reasonable particularity and the list is directly connected with the purpose.

The Corporation shall make the Shareholders' list available at the meeting, and any Shareholder or his agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment. The Shareholders' list is prima facie evidence of the identity of Shareholders entitled to examine the Shareholders' list or to vote at a meeting of Shareholders.

#### ARTICLE III - DIRECTORS

1. Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors, subject to any limitation set forth by law or in the Corporation's Articles of Incorporation.

2. Number, Tenure and Qualifications. The number of Directors shall be the number elected by the Shareholders hereunder from time to time, increased by the number of Directors elected by action of the Board of Directors between Annual Meetings of the Shareholders. When a vacancy is created by the death, resignation or removal of a Director, the number of Directors authorized and comprising the Board of Directors shall automatically be reduced so that no vacancy exists. Each Director shall hold office until the next Annual Meeting of Shareholders and until his successor shall have been duly elected and qualified, or until his earlier resignation, removal by Shareholders or death. Directors must be natural persons who are eighteen (18) years of age or older. Directors need not be residents of Florida or Shareholders of the Corporation.

3. General Standards for Directors. A Director shall discharge his duties as a Director, including his duties as a member of any committee of the Board of Directors upon which he may serve, (a) in good faith, (b) with such care as an ordinarily prudent person in a like position would use under similar circumstances, and (c) in a manner he reasonably believes to be in the best interests of the Corporation. In discharging his duties a Director shall be entitled to rely upon information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: (i) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, public accountants, or other persons as to matters that the Director reasonably believes are within the person's professional or expert competence; or (iii) a

H07000156631 3

SLK\_TAM: #763074v1

H07000156631 3

committee of the Board of Directors of which he is not a member if the Director reasonably believes the committee merits confidence.

In discharging his duties, a Director may consider such factors as the Director deems relevant, including but not limited to the long-term prospects and interests of the Corporation and its Shareholders, and the social, economic, legal, or other effects of any action on the employees, suppliers, customers of the Corporation or its subsidiaries, the communities and society in which the Corporation or its subsidiaries operate, and the economy of the state and the nation.

A Director is not acting in good faith if he has knowledge concerning the matter in question that makes reliance otherwise permitted by this section unwarranted.

A Director is not liable for any action taken as a Director, or any failure to take any action, if he performed the duties of his office in compliance with this section.

4. Election of Directors. At the Annual Meeting of Shareholders, Directors shall be elected by a plurality of the votes cast by the shares represented at the meeting and entitled to vote for the election of Directors. If the election of Directors is not held on a day designated in these Bylaws for any Annual Meeting of Shareholders, or at any adjournment thereof, the Board of Directors may cause the election to be held at a special meeting of Shareholders specifically called for that purpose. Between Annual Meetings of the Shareholders, the Board of Directors may elect additional persons to serve as members of the Board of Directors from time to time, as it determines advisable.

5. Regular Meetings. The annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as, the annual election of Directors. The Board of Directors may, from time to time, by resolution appoint the time and place, either within or without the State of Florida, for holding other regular meetings of the Board, if by it deemed advisable; and such regular meetings shall thereupon be held at the time and place so appointed, without the giving of any notice with regard thereto. In case the day appointed for a regular meeting shall fall upon a Saturday, Sunday or legal holiday in the State of Florida, such meeting shall be held on the next succeeding day not a Saturday, Sunday or legal holiday in the State of Florida, at the regularly appointed hour.

6. Special Meeting. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, any two Directors or the President of the Corporation. Special meetings may be held within or without the State of Florida. Notice of a special meeting must be given at least two (2) days prior to the date of the meeting by written notice delivered personally, by mail, telegram, telecopy or nationally recognized overnight courier service (such as Federal Express, Airborne, UPS, Emory or Purolator) to each Director at his address. Such notice shall be effective upon the earliest of (a) receipt, (b) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed, or (c) the date shown on the return receipt or other evidence of delivery, if sent by registered or certified mail, return receipt requested, or overnight courier service, and the delivery receipt is signed by or on behalf of the addressee. Such written notice shall include the

H07000156631 3

SLX\_TAM: #763074v1

H07000156631 3

date, time and place of the meeting. The notice of a special meeting need not describe the purpose of the special meeting.

7. Notice of Adjourned Meeting. Notice of any adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the date, time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors also.

8. Waiver of Notice. A Director can waive the requirement of notice of a meeting of the Board of Directors by signing a waiver of notice either before or after the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting and a waiver of any and all objections to the time or place of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

9. Quorum and Voting. Except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws, at all meetings of the Board of Directors, a majority of the number of Directors prescribed by the Articles of Incorporation or these Bylaws shall constitute a quorum for the transaction of business at such meeting. The affirmative vote of a majority of the Directors present at any meeting, if a quorum is present at the time of such vote, shall be the act of the Board of Directors. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn the meeting to another time and place.

The Board of Directors may permit any or all Directors to participate in a regular special meeting by, or conduct the meeting through any use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

10. Presumption of Assent. A Director who is present at a meeting of the Board of Directors or a committee thereof when corporate action is taken is deemed to have assented to the action unless (a) he objects at the beginning of the meeting or promptly upon arrival thereof to the holding of the meeting or the transacting of specified business at the meeting or (b) he votes against or abstains from the action taken.

11. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the action is taken by all the Directors. The action must be evidenced by one or more written consents describing the action taken and signed by each Director. The action is effective when the last Director signs a consent, unless the consent specifies a different effective date. Such a consent has the effect of a meeting vote.

12. Director Conflicts of Interest. No contract or other transaction between the Corporation and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such Director or

H07000156631 3

SLK\_TAM: #763074v1

H07000156631 3

Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if: (a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors; (b) the fact of such relationship or interest is disclosed or known to the Shareholders entitled to vote to authorize, approve or ratify the contract or transaction under this Section 12 and they authorize, approve or ratify such contract or transaction by vote or written consent; or (c) the contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board of Directors, a committee, or the Shareholders.

For the purposes of Director action pursuant to this Section 12, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors who have no relationship or interest in such transaction, but a transaction may not be authorized, approved or ratified under this Section 12 by a single Director. If a majority of the Directors who have no such relationship or interest in the transaction vote to authorize, approve or ratify the contract or transaction, a quorum is present for the purpose of authorizing, approving or ratifying the contract or transaction for purposes of this Section 12.

For the purposes of Shareholder action pursuant to this Section 12, shares owned by or voted under the control of a Director who has a relationship or interest in the contract or transaction may not be counted in a vote of Shareholders to determine whether to authorize, approve or ratify a contract or transaction under this Section 12. A majority of the shares, whether or not present, that are entitled to be counted in the vote on the contract or transaction constitutes a quorum for the purpose of taking action under this Section 12.

Notwithstanding approval pursuant to the provisions of this Section 12, unless otherwise provided by law, the Articles of Incorporation or these Bylaws, the authorization, approval or ratification of a contract or transaction by the Board of Directors also must comply with Section 9 of these Bylaws, including the requirements for determining a quorum under such Section.

13. Compensation of Directors. The Board of Directors may fix the compensation of Directors. Each Director may be paid a stated salary as such or a fixed sum for the attendance at meetings of the Board of Directors or any committee thereof, or both, and may be reimbursed for his expenses of attendance at each such meeting. The Board of Directors may also pay to each Director rendering services to the Corporation not ordinarily rendered by Directors, as such, special compensation appropriate to the value of such services, as determined by the Board of Directors from time to time. None of these payments shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor. The Board of Directors may determine the compensation of a Director who is also an Officer for service as an Officer as well as for service as a Director.

14. Resignations. A Director may resign at any time by delivering written notice to the Board of Directors or its Chairman or to the Corporation. A resignation is effective when the

H07000156631 3

SLK\_TAM: #763074v1

H07000156631 3

notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors or Shareholders may elect a successor of such Director before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

15. Removal of Directors. The Shareholders may remove one or more Directors with or without cause. If a Director is elected by a voting group of Shareholders, only the Shareholders of that voting group may participate in the vote to remove him. A Director may be removed only if the number of votes cast to remove him exceeds the number of votes not to remove him. A Director may be removed by the Shareholders at a meeting of the Shareholders, provided the notice of the meeting states that the purpose, or one of the purposes, of the meeting is removal of the Director.

#### ARTICLE IV - COMMITTEES

1. Creation. The Board of Directors may, by resolution adopted by a majority of the full Board of Directors, designate from among its members an Executive Committee and one or more other committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except that no such committee shall have the authority to: (a) approve or recommend to Shareholders actions or proposals required by law to be approved by the Shareholders; (b) fill vacancies on the Board of Directors or any committee thereof; (c) adopt, amend or repeal the Bylaws; (d) authorize or approve the reacquisition of shares unless pursuant to a general formula or method specified by the Board of Directors; (e) authorize or approve the issuance or sale or contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a voting group except that the Board of Directors may authorize a committee to do so within the limits specifically prescribed by the Board of Directors.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate one or more Directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee.

2. Operation. The sections of these Bylaws that govern meetings, notice and waiver of notice, quorum and voting, and action without a meeting requirements of the Board of Directors apply to committees and their members as well.

#### ARTICLE V - OFFICERS

1. Officers. The Officers of the Corporation shall include a President, a Chief Financial Officer and a Secretary. Other Officers may be elected by the Board of Directors from time to time. A duly elected Officer may appoint one or more Officers or assistant officers, if authorized to do so by the Board of Directors. The same individual may simultaneously hold more than one office in the Corporation.

2. Election and Term of Office. As far as practicable, the Officers of the Corporation shall be elected at the regular meeting of the Board of Directors following the annual election of

H07000156631 3

SLK\_TAM: #763074v1



H07000156631 3

Directors. If the election of Officers is not held at such meeting, the election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the regular meeting of the Board of Directors following the annual election of Directors in the next subsequent year and until his successor shall have been duly elected and shall have qualified, or until his earlier resignation, removal from office or death.

3. Resignation and Removal. An Officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

The Board of Directors may remove any Officer at any time with or without cause. Any Officer or assistant officer, if appointed by another Officer, may likewise be removed by such Officer.

The appointment of an Officer does not itself create contract rights. An Officer's removal does not affect the Officer's contract rights, if any, with the Corporation. An Officer's resignation does not affect the Corporation's contract rights, if any, with the Officer.

4. Vacancies. A vacancy in any office because of resignation, removal, death or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5. President. The President, shall preside at all meetings of the stockholders and the Board of Directors. The President shall be the chief operating officer of the Corporation, unless the Board of Directors shall resolve otherwise. Under the direction of the Board of Directors, the President shall have general responsibility for the day to day operation of the business, properties and affairs of the Corporation. He shall have such additional specific powers as from time to time may be assigned to him by these Bylaws or the Board of Directors.

6. Secretary. The Secretary shall (a) prepare minutes of meetings of the Board of Directors and Shareholders; (b) authenticate records of the Corporation; (c) keep the minutes of the proceedings of the Board of Directors and the Shareholders in one or more books provided for that purpose; (d) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (e) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (f) be the registrar of the Corporation and keep a register of the post office addresses of all Shareholders that shall be furnished to the Secretary by the Shareholders; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

7. Chief Financial Officer. The Chief Financial Officer, unless otherwise designated by the Board of Directors, shall be the chief financial officer of the corporation. The Chief Financial Officer shall have the general custody of all the funds and securities of the corporation

H07000156631 3

SLK\_TAM: #763074v1

H07000156631 3

and shall be responsible for the general supervision of the collection and disbursement of funds of the corporation. The Chief Financial Officer shall endorse on behalf of the corporation for collection checks, notes and other obligations, and shall deposit the same to the credit of the corporation in banks or other depositories. The Chief Financial Officer shall enter or cause to be entered regularly in the books of the corporation full and accurate account of all moneys received and paid on account of the corporation and shall render to the Board of Directors, whenever required, an account of all transactions and information pertaining to the financial condition of the corporation. The Chief Financial Officer shall have such other powers and perform such other duties as are assigned by the President or the Board of Directors and shall perform such other duties as may be prescribed by these by-laws.

8. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation.

#### ARTICLE VI - SHARES AND THEIR TRANSFER

1. Certificates for Shares. Shares may but need not be represented by certificates. Unless otherwise provided by law, the rights and obligations of Shareholders are identical whether or not their shares are represented by certificates. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Each certificate for shares shall be consecutively numbered or otherwise identified. Each share certificate must state on its face (a) the name of the Corporation and that the Corporation is organized under the laws of Florida; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. Each share certificate (i) must be signed either manually or in facsimile by the President and the Secretary, or an assistant Secretary and (ii) may bear the corporate seal or its facsimile.

If the Corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the Shareholder a full statement of this information on request and without charge.

Any certificate representing shares that are restricted as to the sale, disposition, or other transfer of such shares, shall also state that such shares are restricted as to transfer and shall set forth or fairly summarize on the front or back of the certificate, or shall state that the Corporation will furnish to any Shareholder on request and without charge, a full statement of such restrictions.

2. Transfer of Shares. If a certificated security in registered form is presented to the Corporation with a request to register transfer or an instruction is presented to the Corporation with a request to register transfer, pledge, or release, the Corporation shall register the transfer, pledge, or release as requested if: (a) the security is indorsed or the instruction was originated by the appropriate person or persons; (b) reasonable assurance is given that those indorsements or instructions are genuine and effective; (c) the Corporation has no duty as to adverse claims or has

H07000156631 3

SLK\_TAM: #763074v1

H07000156631 3

discharged the duty; (d) any applicable law relating to the collection of taxes has been complied with; and (e) the transfer, pledge, or release is in fact rightful or is to a bona fide purchaser.

3. Lost, Destroyed or Stolen Certificated Securities. If a certificated security has been lost, apparently destroyed, or wrongfully taken, and the owner fails to notify the Corporation of that fact within a reasonable time after he has notice of it and the Corporation registers a transfer of the security before receiving notification, the owner is precluded from asserting against the Corporation any claim for registering the transfer or any claim to a new security.

If the owner of a certificated security claims that the security has been lost, destroyed, or wrongfully taken, the Corporation shall issue a new certificated security or, at the option of the Corporation, an equivalent uncertificated security in place of the original security if the owner (a) so requests before the Corporation has notice that the security has been acquired by a bona fide purchaser; (b) files with the Corporation a sufficient indemnity bond; and (c) satisfies any other reasonable requirements imposed by the Corporation.

#### ARTICLE VII - BOOKS, RECORDS AND REPORTS

1. Books and Records. The Corporation shall keep as permanent records minutes of all meetings of its Shareholders and Board of Directors, a record of all actions taken by the Shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain accurate accounting records. The Corporation or its agent shall maintain a record of its Shareholders in a form that permits preparation of a list of the names and addresses of all Shareholders in alphabetical order by class of shares showing the number and series of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

The Corporation shall keep a copy of the following records: (a) its Articles or Restated Articles of Incorporation and all amendments to them currently in effect; (b) its Bylaws or Restated Bylaws and all amendments to them currently in effect; (c) resolutions adopted by its Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding; (d) the minutes of all Shareholders' meetings and records of all action taken by Shareholders without a meeting for the past three (3) years; (e) written communications to all Shareholders generally or all Shareholders of a class or series within the past three (3) years, including the financial statements furnished for the past three (3) years; (f) a list of the names and business street addresses of its current Directors and Officers; and (g) its most recent annual report delivered to the Florida Department of State.

2. Shareholder's Inspection Rights. If a Shareholder gives the Corporation written notice of his demand at least five (5) business days before the date on which he wishes to inspect and copy, he is entitled to inspect and copy, during regular business hours at the Corporation's principal office, any of the following records: (a) the Corporation's Articles or Restated Articles of Incorporation and all amendments to them currently in effect; (b) the Corporation's Bylaws or Restated Bylaws and all amendments to them currently in effect; (c) resolutions adopted by the

H07000156631 3

SLK\_TAM: #763074v1

H07000156631 3

Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding; (d) the minutes of all Shareholders' meetings and records of all action taken by Shareholders without a meeting for the past three (3) years; (e) written communications to all Shareholders generally or all Shareholders of a class or series within the past three (3) years, including the financial statements furnished for the past three (3) years; (f) a list of the names and business addresses of the Corporation's current Directors and Officers; and (g) the Corporation's most recent annual report delivered to the Florida Department of State.

If (a) a Shareholder makes a demand for inspection in good faith and for a proper purpose, (b) he describes with reasonable particularity his purpose and the records he desires to inspect, (c) the records are directly connected with his purpose, and (d) he gives the Corporation written notice of his demand at least five (5) business days before the date on which he wishes to inspect and copy, he is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation: (i) excerpts from minutes of any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the Shareholders, and records of action taken by the Shareholders or Board of Directors without a meeting, to the extent not otherwise subject to inspection pursuant to this section; (ii) accounting records of the Corporation; (iii) the record of Shareholders; and (iv) any other books and records.

If a Shareholder gives the Corporation written notice of his demand at least fifteen (15) business days before the date on which he wishes to inspect and copy, he is entitled to inspect and copy, during regular business hours at a reasonable location in Florida specified by the Corporation, (a) the Corporation's Bylaws or Restated Bylaws and all amendments to them currently in effect and (b) a list of the names and business street addresses of the Corporation's current Directors and Officers.

3. Annual Reports. On or after January 1 and on or before May 1 of each year, the Corporation shall deliver to the Florida Department of State for filing a sworn annual report, on such forms as the Department of State may prescribe and containing such information as is prescribed by law. Similar reports shall be filed as required by law in those jurisdictions other than the State of Florida where the Corporation may be authorized to transact business.

4. Financial Statements. Unless modified by resolution of the Shareholders within 120 days of the close of each fiscal year, the Corporation shall furnish its Shareholders annual financial statements, which may be consolidated or combined statements of the Corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flows for that year. If financial statements are prepared for the Corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis.

If the annual financial statements are reported upon by a public accountant, his report must accompany them. If not, the statements must be accompanied by a statement of the President or the person responsible for the Corporation's accounting records (a) stating his

H07000156631 3

SLK\_TAM: #76307491

H07000156631 3

reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and (b) describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.

The Corporation shall mail the annual financial statements to each Shareholder within 120 days after the close of each fiscal year or within such additional time thereafter as is reasonably necessary to enable the Corporation to prepare its financial statements if, for reasons beyond the Corporation's control, it is unable to prepare its financial statements within the prescribed period. Thereafter, on written request from a Shareholder who was not mailed the statements, the Corporation shall mail him the latest annual financial statements.

5. Other Reports to Shareholders. If the Corporation indemnifies or advances expenses of defense to any Director, Officer, employee, or agent otherwise than by court order or action by the Shareholders or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall report the indemnification or advance in writing to the Shareholders with or before the notice of the next Shareholders' meeting, or prior to such meeting if the indemnification or advance occurs after the giving of such notice but prior to the time such meeting is held, which report shall include a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

If the Corporation issues or authorizes the issuance of shares for promises to render services in the future, the Corporation shall report in writing to the Shareholders the number of shares authorized or issued, and the consideration received by the Corporation, with or before the notice of the next Shareholders' meeting.

#### ARTICLE VIII - MISCELLANEOUS

1. Distributions to Shareholders. The Board of Directors may authorize and the Corporation may make distributions to its Shareholders subject to restriction by the Articles of Incorporation and the limitations provided by law. Dividends may be paid in cash, in property, or in shares of stock, subject to the provisions of the Articles of Incorporation and applicable law.

2. Corporate Seal. The Board of Directors may provide for a corporate seal, which may be altered at will and used itself or by a facsimile thereof, by impressing or affixing it or in any other manner reproducing it.

3. Execution of Instruments. All bills, notes, checks, other instruments for the payment of money, agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies, and other instruments or documents may be signed, executed, acknowledged, verified, delivered, or accepted on behalf of the Corporation by such Officers, employees, or agents of the Corporation as the Board of Directors may from time to time direct.

H07000156631 3

SLR\_TAM: #763074v1

H07000156631 3

4. Indemnification. The Corporation shall indemnify any person who is or was a Director, Officer, employee, or agent of the Corporation or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, to the full extent permitted by law.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

#### ARTICLE IX - AMENDMENTS

The Corporation's Board of Directors may amend or repeal the Corporation's Bylaws unless: (a) the Articles of Incorporation or law reserves the power to amend the Bylaws generally or a particular Bylaw provision exclusively to the Shareholders; or (b) the Shareholders, in amending or repealing the Bylaws generally or a particular Bylaw provision, provide expressly that the Board of Directors may not amend or repeal the Bylaws or that Bylaw provision.

The Corporation's Shareholders may amend or repeal the Corporation's Bylaws even though the Bylaws may also be amended or repealed by its Board of Directors.

H07000156631 3

SLK\_TAM: #763074v1