

P99000077650

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IN AFFILIATION WITH:

GOLD, RESNICK & SILVERMAN, P.L.

Post Office Box 6801

CLEARWATER, FL 33758

February 16, 2000

Secretary of State
Department of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

100003145991--9
-02/24/00--01045--002
*****70.00 *****70.00

Re: JG Market Development Inc.
Our File No.

Dear Sir/Madam:

Enclosed for filing is the original Articles of Merger for JG Market Development, Inc. and original Plan and Agreement of Reorganization by Merger of JG Market Development, Inc. I have also enclosed our firm check in the amount of \$70.00 as and for your fee.

Upon filing of the Articles of Merger and Plan and Agreement of Reorganization by Merger, please forward a certified copy to this office in the enclosed stamped self-addressed envelope.

Thank you for your attention to this matter.

Sincerely yours,

Aaron J. Gold

Merger
3-7-20
015

FILED
00 FEB 24 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AJG/dc
Enclosures

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

J G MARKET DEVELOPMENT INC., a non-qualified New York corporation

INTO

J G MARKET DEVELOPMENT, INC., a Florida entity, P99000077650.

File date: February 24, 2000

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER
OF
J G MARKET DEVELOPMENT INC., A NEW YORK CORPORATION
INTO
J G MARKET DEVELOPMENT, INC., A FLORIDA CORPORATION

FILED
00 FEB 24 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, J G Market Development, Inc., a Florida corporation, and J G Market Development Inc., a New York corporation, adopt the following Articles of Merger for the purpose of merging J G Market Development Inc., a New York corporation into J G Market Development, Inc., a Florida corporation

1. **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of J G Market Development Inc., a New York corporation into J G Market Development, Inc., a Florida corporation is attached to these Articles as an exhibit and incorporated herein by reference.

2. **Adoption of Plan.**

(A) There are one hundred (100) shares of common stock, each of \$1.00 par value of J G Market Development, Inc., a Florida corporation issued and outstanding that were entitled to vote on the Plan of Merger, one hundred (100) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of J G Market Development, Inc., a Florida corporation held on the 17th day of January, 2000.

(B) There are two hundred (200) shares of common stock, each of no par value of J G Market Development Inc., a New York corporation issued and outstanding that were entitled to vote on the Plan of Merger, two hundred (200) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of J G Market Development Inc., a New York corporation held on the 18th day of January, 2000.

3. **Effective Date.** The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the 25th day of January, 2000.

SURVIVING CORPORATION:

**J G MARKET DEVELOPMENT, INC.,
A Florida Corporation**

Karl Kestler

By: Joseph P. Kestler

Christopher J. Kyzarech

Its: President

MERGING CORPORATION:

**J G MARKET DEVELOPMENT INC., A
New York Corporation**

Karl Kestler

By: Joseph P. Kestler

Christopher J. Kyzarech

Its: President

**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF J G MARKET DEVELOPMENT
INC., a New York corporation
WITH AND INTO
J G MARKET DEVELOPMENT, INC., a Florida corporation,
UNDER THE NAME OF
J G MARKET DEVELOPMENT, INC., a Florida corporation**

This is a Plan and Agreement of Merger ("Agreement") dated the 25th day of JANUARY, 2000, between **J G MARKET DEVELOPMENT INC., a New York corporation**, (the "Merging Corporation"), and **J G MARKET DEVELOPMENT, INC., a Florida corporation** (the "Surviving Corporation").

**ARTICLE I
PLAN OF MERGER**

1.01 Plan Adopted. A plan of merger of J G Market Development Inc., a New York corporation, and J G Market Development, Inc., a Florida corporation, pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(A) J G Market Development Inc., New York corporation shall be merged with and into J G Market Development, Inc., a Florida corporation, to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Corporation shall be J G Market Development, Inc. a Florida corporation.

(C) When this Agreement shall become effective, the separate corporate existence of J G Market Development Inc., a New York corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of J G Market Development Inc., a New York corporation, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(D) The Surviving Corporation will carry on business with the assets of J G Market Development Inc., a New York corporation as well as with the assets of J G Market Development, Inc., a Florida corporation.

(E) The shareholder of J G Market Development Inc., a New York corporation will surrender all of his shares in the manner hereinafter set forth.

(F) In exchange for the shares of J G Market Development Inc., a New York corporation surrendered by its shareholder, the Surviving Corporation shall issue and transfer to the shareholder, on the basis set forth in Article IV, below, shares of its common stock.

(G) The shareholder of J G Market Development, Inc., a Florida corporation will retain his shares as shares of the Surviving Corporation.

(H) The Articles of Incorporation of J G Market Development, Inc., a Florida corporation as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the effective date of filing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01 Non-Survivor. As a material inducement to the Surviving Corporation to execute this Agreement and performs its obligations under this Agreement, J G Market Development Inc., a New York corporation represents and warrants to the Surviving Corporation as follows:

(A) J G Market Development Inc., a New York corporation is duly organized, validly existing, and in good standing under the laws of the State of New York with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) J G Market Development Inc., a New York corporation is authorized to issue two hundred (200) shares of common stock, each of no par value, of which two hundred (200) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. J G Market Development Inc., a New York corporation, is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which J G Market Development Inc., a New York corporation is or may be obligated to issue or purchase shares.

(C) J G Market Development Inc., a New York corporation has furnished the Surviving Corporation with the balance sheet of J G Market Development Inc., a New York corporation as of December 31, 1998, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of J G Market Development Inc., a New York corporation, (2) fairly present the financial condition of J G Market Development Inc., a New York corporation as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of J G Market Development Inc., a New York corporation. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or

otherwise, and whether due or to become due) of J G Market Development Inc., a New York corporation at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of J G Market Development Inc., a New York corporation have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. J G Market Development Inc., a New York corporation has not been delinquent in the payment of any tax or assessment.

(E) Joseph R. Gustafson is, and at the time of the effective date of the merger will be, the lawful owner of the shares of J G Market Development Inc., a New York corporation, free and clear of all liens, claims, encumbrances and restrictions of every kind. Joseph R. Gustafson has full legal right, power, and authority to sell, assign, and transfer his shares of J G Market Development Inc., a New York corporation. The delivery of the shares to the Surviving Corporation pursuant to the provisions of this Agreement will transfer valid title to the shares, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) J G Market Development Inc., a New York corporation has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of J G Market Development Inc., a New York corporation.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against J G Market Development Inc., a New York corporation or Joseph R. Gustafson that would affect it or its properties, assets, or business; and neither J G Market Development Inc., a New York corporation or Joseph R. Gustafson is aware of any facts that to its or his knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of J G Market Development Inc., a New York corporation. J G Market Development Inc., a New York corporation is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of J G Market Development Inc., a New York corporation has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. J G Market Development Inc., a New York corporation is not in violation of, or in default under, any term or provision of its Certificate of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of J G Market Development Inc., a New York corporation, or that would prohibit Joseph R. Gustafson from entering into this Agreement or prevent consummation of this Agreement.

(I) J G Market Development Inc., a New York corporation has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(J) Prior to the closing date, J G Market Development Inc., a New York corporation will have delivered to J G Market Development, Inc., a Florida corporation a separate schedule of assets containing:

(1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;

(2) a true and complete list of all capitalized equipment owned by J G Market Development Inc., a New York corporation setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by J G Market Development Inc., a New York corporation under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of J G Market Development Inc., a New York corporation in effect at the time of delivery of the schedule.

(K) J G Market Development Inc., a New York corporation is not a party to, or otherwise bound by, any written or oral:

(1) contract or agreement not made in the ordinary course of business;

(2) employment or consultant contract that is not terminable at will without cost or other liability to J G Market Development Inc., a New York corporation or any successor;

(3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;

(4) lease with respect to any property, real or personal, whether as lessor or lessee;

(5) advertising contract or contract for public relations services;

(6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;

(7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of J G Market Development Inc., a New York corporation are subjected to a lien, encumbrance, charge, or other restriction; and

(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to J G Market Development Inc., a New York corporation or its successors.

(L) The books of account, minute books, share certificate books, and share transfer ledgers of J G Market Development Inc., a New York corporation are complete and correct, and there have been no transactions involving J G Market Development Inc., a New York corporation that properly should have been set forth in those books, other than those set forth in those books.

(M) J G Market Development Inc., a New York corporation represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Corporation, which facts if known by the Surviving Corporation or its shareholder, would cause the Surviving Corporation to abandon the proposed merger with J G Market Development Inc., a New York corporation

2.02 Survivor. As a material inducement to J G Market Development Inc., a New York corporation to execute this Agreement and perform its obligations under this Agreement, J G Market Development, Inc., a Florida corporation warrants to J G Market Development Inc., a New York corporation as follows:

(A) J G Market Development, Inc., a Florida corporation is duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) J G Market Development, Inc., a Florida corporation is authorized to issue one hundred (100) shares of common stock, each of \$1.00 par value. As of the date of this Agreement, one hundred (100) shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

(C) J G Market Development, Inc., a Florida corporation has furnished the Merging Corporation with its balance sheet of J G Market Development, Inc., a Florida corporation as of December 31, 1998, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of J G Market Development, Inc., a Florida corporation, (2) fairly present the financial condition of J G Market

Development, Inc., a Florida corporation as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of J G Market Development, Inc., a Florida corporation. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of J G Market Development, Inc., a Florida corporation at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of J G Market Development, Inc., a Florida corporation have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. J G Market Development, Inc., a Florida corporation has not been delinquent in the payment of any tax or assessment.

(E) J G Market Development, Inc., a Florida corporation has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of J G Market Development, Inc., a Florida corporation.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets, except in the ordinary course of business.

(F) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against J G Market Development, Inc., a Florida corporation that would affect it or its properties, assets, or business; and J G Market Development, Inc., a Florida corporation is not aware of any facts that to its knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of J G Market Development, Inc., a Florida corporation. J G Market Development, Inc., a Florida corporation is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(G) The business operation of J G Market Development, Inc., a Florida corporation has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. J G Market Development, Inc., a Florida corporation is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of J G Market Development, Inc., a Florida corporation, or that would prohibit J G Market Development, Inc., a Florida corporation from entering into this Agreement or prevent consummation of this Agreement.

(H) J G Market Development, Inc., a Florida corporation has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, minute books, share certificate books, and share transfer ledgers of J G Market Development, Inc., a Florida corporation are complete and correct, and there have been no transactions involving J G Market Development, Inc., a Florida corporation that properly should have been set forth in those books, other than those set forth in those books.

(J) J G Market Development, Inc., a Florida corporation represents and warrants that it has made full and complete disclosures of any material facts to the Merging Corporation, which facts if known by the Merging Corporation or its shareholder, would cause the Merging Corporation to abandon the proposed merger with J G Market Development, Inc., a Florida corporation.

ARTICLE III

COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01 Interim Conduct of Business; Limitations. Except as limited by this paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships.

3.02 Submission To Shareholders. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida and by the laws of the State of New York for approval.

3.03 Conditions Precedent to Obligations of J G Market Development Inc., a New York corporation Except as may be expressly waived in writing by J G Market Development Inc., a New York corporation, all the obligations of J G Market Development Inc., a New York corporation under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by J G Market Development, Inc., a Florida corporation:

(A) The representations and warranties made by J G Market Development, Inc., a Florida corporation, to J G Market Development Inc., a New York corporation, in Article II of this

Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) J G Market Development, Inc., a Florida corporation, shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(D) All corporate and other proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for J G Market Development Inc., a New York corporation

3.04 Conditions Precedent to Obligations of J G Market Development, Inc., a Florida corporation. Except as may be expressly waived in writing by J G Market Development, Inc., a Florida corporation, all the obligations of J G Market Development, Inc., a Florida corporation under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by J G Market Development Inc., a New York corporation:

(A) The representations and warranties made by J G Market Development Inc., a New York corporation to J G Market Development, Inc., a Florida corporation, in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) J G Market Development Inc., a New York corporation, shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE IV **MANNER OF CONVERTING SHARES**

4.01 Manner. The holder of shares of J G Market Development Inc., a New York corporation shall surrender his shares to the Secretary of the Surviving Corporation promptly after the effective date, in exchange for shares of the Surviving Corporation to which he is entitled under this Article IV.

4.02 Basis. Joseph R. Gustafson shall be entitled to receive one hundred (100) shares of common stock of the Surviving Corporation, each of \$1.00 par value, of the Surviving Corporation, to be distributed on the basis of one-half (½) share for each share of common stock of J G Market Development Inc., a New York corporation

4.03 Shares of Surviving Corporation. The currently outstanding one hundred (100) shares of common stock of J G Market Development, Inc., a Florida corporation, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE V

DIRECTORS AND OFFICERS

5.01 Directors and Officers of Surviving Corporation.

(A) The present Board of Directors of J G Market Development, Inc., a Florida corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting, or until their successors have been elected and qualified.

(B) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the effective date of merger, the vacancy may be filled by the shareholders as provided in the by-laws and/or Shareholders Agreement of the Surviving Corporation.

(C) All persons who as of the effective date of the merger shall be executive or administrative officers of J G Market Development, Inc., a Florida corporation shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE VI

BY-LAWS

6.01 By-Laws of the Surviving Corporation. The by-laws of J G Market Development, Inc., a Florida corporation, existing on the effective date of the merger, shall continue in full force as the by-laws of the Surviving Corporation until altered, amended, or repealed as provided in the by-laws or as provided by law.

ARTICLE VII

NATURE AND SURVIVAL OF WARRANTIES,

INDEMNIFICATION AND EXPENSES OF NONSURVIVOR

7.01 Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of J G Market Development Inc., a New York corporation, J G Market Development, Inc.,

a Florida corporation, or the stockholders pursuant to this Agreement, shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations and warranties of the parties shall survive for a period of one (1) year after the effective date. No inspection, examination or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE VIII

TERMINATION

8.01 Circumstances. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholder of either of the constituent corporations:

(A) By mutual consent of the Board of Directors of the constituent corporations.

(B) At the election of the Board of Directors of either constituent corporation if:

(1) The shareholder of J G Market Development, Inc., a Florida corporation, dissents so that, in the opinion of either Board of Directors the merger will be inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the effective date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

8.02 Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(A) The President or any Vice President of the constituent corporation who's Board of Directors made the election shall give immediate written notice of the election to the other constituent corporation.

(B) On the giving of notice provided in subparagraph (A), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE IX
INTERPRETATION AND ENFORCEMENT

9.01 Further Assurances. J G Market Development Inc., a New York corporation agrees that from time to time, as may be requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. J G Market Development Inc., a New York corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all of the property, rights, privileges, powers, and franchises, referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage pre-paid, addressed as follows:

Surviving Corporation:	Joseph R. Gustafson, President 13559 Banana Bay Drive Winter Garden, Florida 34787
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with copy to:	Gold & Resnick, P.A. ATTN: Aaron J. Gold, Esquire 704 West Bay Street Tampa, FL 33606
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Merging Corporation:	Joseph R. Gustafson, President 13559 Banana Bay Drive Winter Garden, Florida 34787
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or at such other addresses as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the dates of delivery or deposit in the United States Mail, postage paid, as the case may be.

9.03 Entire Agreement; Counterparts. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

9.04 Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

9.05 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

SURVIVING CORPORATION:

**J G MARKET DEVELOPMENT, a
Florida corporation**

Karl Schutts
Christopher J. Kyzarech

By: Joseph P. Rosta
Its: President

MERGING CORPORATION:

**J G MARKET DEVELOPMENT INC., a
New York corporation**

Karl Schutts
Christopher J. Kyzarech

By: Joseph P. Rosta
Its: President