

541928

MICHAEL T. KOVACH

Attorney at Law
Florida Bar No. 156697
106 N. Osceola Avenue
Inverness, FL 34450

Telephone (352) 344-5551
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August 25, 1999

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

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-08/27/99-01009-011
*****70.00 *****70.00

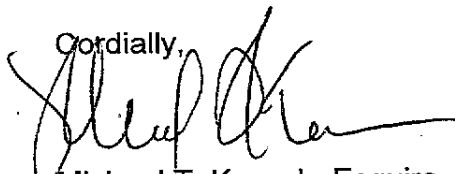
Re: Sagar Motel Corporation

Gentlemen:

Please find enclosed herewith Articles of Merger of J&S Corporation into Sagar Motel Corporation for filing with your office, together with our check in the amount of \$70.00 filing fee.

Should you have any questions, please do not hesitate to contact this office. Your cooperation is greatly appreciated.

Cordially,


Michael T. Kovach, Esquire
MTK/jcm

Merger
10-7-99
DTS

Enclosures: Articles of Merger
Check #3971

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

99 AUG 27 PM 4: 24

FILED

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

J & S CORPORATION OF WINNSBORO, a non-qualified South Carolina
corporation

INTO

SAGAR MOTEL CORP., a Florida entity, S41928.

File date: August 27, 1999

Corporate Specialist: Doug Spitler

FILED
99 AUG 27 PM 4:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MICHAEL T. KOVACH, P.A.

106 N. Osceola Avenue, Inverness, FL 34450
Telephone (352) 344-5551
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MICHAEL T. KOVACH, SR., Attorney at Law
Florida Bar No. 156697

October 4, 1999

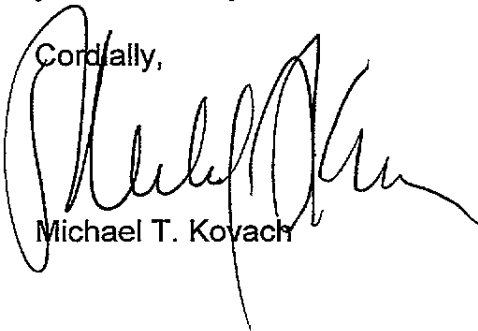
Mr. Doug Spitler
Document Specialist
Florida Department of State
Box 6327
Tallahassee, FL 32314

Ref: Letter # 599A00044983

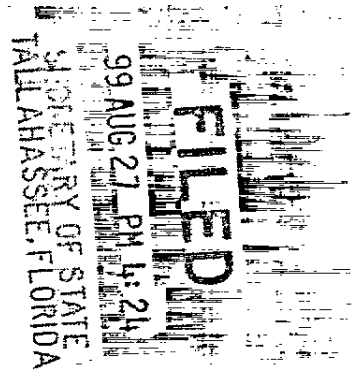
Dear Mr. Spitler,

Enclosed are the corrected documents as requested. You will note a copy of your letter for your ease in finding the file. Thank you for your cooperation.

Cordially,



Michael T. Kovach





FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

FILED
99 AUG 27 PM 4:24
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

September 13, 1999

MICHAEL T. KOVACH, ESQ.
106 NORTH OSCEOLA AVENUE
INVERNESS, FL 34450

SUBJECT: SAGAR MOTEL CORP.
Ref. Number: S41928

We have received your document for SAGAR MOTEL CORP. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We can find no record of the entity named in your document. A computer printout of a similar named entity is enclosed for your review. If this is the right name, please correct your document and return it for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Doug Spittler
Document Specialist

Letter Number: 599A00044983

**ARTICLES OF MERGER
OF
J&S CORPORATION OF WINNSBORO, a South Carolina corporation
INTO
SAGAR MOTEL CORP., a Florida corporation**

FILED
99 AUG 27 PM 4:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105, *Florida Statutes*, the undersigned corporations, SAGAR MOTEL CORP., a Florida corporation, and J&S Corporation of Winnsboro, a South Carolina corporation, adopt the following Articles of Merger, for the purposes of merging J&S Corporation of Winnsboro into SAGAR MOTEL CORP.:

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the Merger of J&S Corporation of Winnsboro into SAGAR MOTEL CORP., is attached to these Articles of Merger as an exhibit and incorporated herein by reference.

Adoption of Plan

2. There are 1,000 shares of common stock, each of \$1.00 par value of SAGAR MOTEL CORP., and 1,000 shares of common stock, each of No par value of J&S Corporation of Winnsboro issued and outstanding that were entitled to vote on the Plan of Merger. All the shares of each of the two corporations voted in favor of the Plan of Merger. There were no dissenting votes. There were special meetings of each of the corporation's shareholders, held on the 25th day of August 1999. The minutes of each meeting are attached hereto as an exhibit and incorporated herein by reference.
3. The Plan of Merger was approved by each corporation's Board of Directors at a special meeting held on the 25th day of August 1999. The minutes of each meeting are contained in the foregoing minutes of the respective shareholders' meetings, and as such are incorporated herein by reference.

Effective Date

4. The Plan of Merger shall be effective on the day and date that the Department of State of the State of Florida date stamps this document into its system, or alternatively, not longer than thirty (30) days after the date of filing, as determined by the acknowledgement date shown on the Certified Mail receipt.

Foreign Law

5. The laws of the State of South Carolina, the jurisdiction of organization of J&S Corporation of Winnsboro, permit the merger contemplated by the Plan of Merger, and the laws of the State of South Carolina have been or on fulfillment of all filing and recording requirements set forth by the applicable laws of the State of South Carolina will have been complied with.

Service of Process

6. SAGAR MOTEL CORP. agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of J&S Corporation of Winnsboro.

County Where Articles are Filed

7. A certified copy of the Articles of Incorporation of SAGAR MOTEL CORP. together with a certified copy of this document shall be filed in the Public Records of Pasco County, Florida.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be signed as of the 25th day of August 1999.

SAGAR MOTEL CORP., a Florida corporation

By: Dilip Mehta
Dilip Mehta, President

Seal:

Attested:

Jitendra Mehta
Secretary

**J&S Corporation of Winnsboro,
a South Carolina corporation**

By: Jitendra Mehta
Jitendra Mehta, President

Seal:

Attested:

Shahed Parikh
Secretary

This document prepared by:

Michael T. Kovach, Esquire

106 N. Osceola Avenue

Inverness, FL 34450

Phone: (352) 344 5551

Florida Bar No. 156697

**PLAN AND AGREEMENT OF REORGANIZATION
OF
J&S CORPORATION of WINNSBORO
A South Carolina Corporation
And
SAGAR MOTEL CORP.
A Florida Corporation**

This is a Plan and Agreement of Merger between J&S Corporation of Winnsboro, a South Carolina closely held corporation, and SAGAR MOTEL CORP., a Florida closely held corporation.

ARTICLE 1. PLAN OF MERGER

Plan Adopted

- 1.01 A plan of merger of J&S Corporation of Winnsboro and SAGAR MOTEL CORP., pursuant to Section 607.1101, *Florida Statutes*, and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:
- (a) J&S Corporation of Winnsboro shall be merged with and into SAGAR MOTEL CORP., to exist and be governed by the laws of the State of Florida.
 - (b) The name of the surviving corporation shall be SAGAR MOTEL CORP..
 - (c) When this agreement shall become effective, the separate corporate existence of J&S Corporation of Winnsboro shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of J&S Corporation of Winnsboro, 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, in J&S Corporation of Winnsboro, as well as the assets of SAGAR MOTEL CORP..
 - (e) The shareholders of J&S Corporation of Winnsboro will surrender all of their shares in the manner hereinafter set forth.
 - (f) In exchange for the shares of J&S Corporation of Winnsboro, surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders on the basis set forth in Article 4, below, shares of its common stock.
 - (g) The shareholder of SAGAR MOTEL CORP. will retain a portion of the shares of common stock of the Surviving Corporation.
 - (h) The Articles of Incorporation of SAGAR MOTEL CORP. 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.

Effective Date

- 1.02. The effective date of the merger shall be the day and date when the Articles of Merger are filed by the Department of State of the State of Florida, or not later than thirty (30) days thereafter.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor Corporation

- 2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations hereunder, J&S Corporation of Winnsboro represents and warrants to the Surviving Corporation as follows:

- (a) J&S Corporation of Winnsboro is a corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina, with corporate power and authority to own property and carry on its business as it is now being conducted. J&S Corporation of Winnsboro is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.
- (b) J&S Corporation of Winnsboro has an authorized capitalization consisting of 100,000 shares of common stock, each at No par value, of which One Thousand (1,000) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.
- (c) J&S Corporation of Winnsboro has furnished the Surviving Corporation with the audited balance sheet of J&S Corporation of Winnsboro as of December 31, 1998, and the related audited statement of income for the twelve months then ended, and an interim unaudited balance sheet as of the 31st day of July, 1999, and the related statement of income for the same period. These financial statements are in accordance with the books and records of J&S Corporation of Winnsboro and fairly represent the financial condition of J&S Corporation of Winnsboro as of those dates. It is noted that J&S Corporation of Winnsboro and SAGAR MOTEL CORP. jointly own and operate a business in the State of Florida, as partners, and this merger and the documents referred to hereinabove and provided by J&S Corporation of Winnsboro and SAGAR MOTEL CORP., having been prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the agreements or commitments of J&S Corporation of Winnsboro. Specifically, but not by way of limitation, the

Balance Sheet discloses, in accordance with generally accepted accounting principles, 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&S Corporation of Winnsboro 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&S Corporation of Winnsboro 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&S Corporation of Winnsboro has not been delinquent in the payment of any tax or assessment.

- (e) J&S Corporation of Winnsboro makes the following additional representations and warranties for the use and benefit of SAGAR MOTEL CORP.'s protection:

- (1) J&S Corporation of Winnsboro is obligated to pay the following amount(s) of indebtedness to the listed creditors:

Creditor	Amount Owed

- (2) There are no outstanding and unconcluded stock subscriptions, options or rights.
- (3) The corporation has owner/director authority to execute this plan and agreement of merger.
- (4) There are no adverse changes in the financial condition of J&S Corporation of Winnsboro since the balance sheet date referred to hereinabove.
- (5) There are no pending or threatened legal actions.
- (6) The corporation has complied with the applicable laws and requirements in preparation for this Agreement of Merger.
- (7) The corporation certifies that it has good and merchantable title to the assets owned by it.
- (8) There is no patent or property infringement problem of this corporation.
- (9) There are no contracts held by this corporation that are not in the ordinary course of business.
- (10) There has been no change in executive compensation in this corporation in advance of this Agreement.
- (11) There are no brokers or finders fees involved in this merger Agreement.
- (12) The corporation has no executory contracts held by this corporation.

- (13) Any accounts receivable that the corporation owns and shows on its balance sheet are valid and collectible.
- (14) The corporation's disclosure of all material facts is complete and accurate to the best knowledge of the officers and directors.

Survivor Corporation

- 2.02 As a material inducement to J&S Corporation of Winnsboro to execute this Agreement and perform its obligations under this Agreement, SAGAR MOTEL CORP. represents and warrants to J&S Corporation of Winnsboro as follows:
- (a) SAGAR MOTEL CORP. is a corporation 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) SAGAR MOTEL CORP. has an authorized capitalization of \$1,000.00, being 1,000 shares of common stock, One Dollar Par Value.

Securities Law

- 2.03 The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, if any, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area. It is to be noted that this transaction involves two (2) closed corporations consisting of fewer shareholders than are required for public registration, and all parties hereto waive any and all securities laws issues and express their preference that no securities laws involvement occur.

ARTICLE 3. COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

- 3.01 With the full knowledge of both corporations being partners in a hotel enterprise, except as limited by this paragraph; pending consummation of the merger, anticipated to occur in the immediate future, the corporations shall continue to carry on the business of the parties in the same manner as before and will use its best efforts to maintain the business relationships intact, to retain its present employees and to maintain its relationships with supplier and other business contacts and customers. Except with the prior consent in writing of SAGAR MOTEL CORP., pending consummation of the merger, J&S Corporation of Winnsboro shall not:
- (a) Declare or pay any dividend or make any other distribution on its shares.
 - (b) Create or issue any indebtedness for borrowed money.

- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

- 3.02 This Agreement shall be submitted to the shareholders of J&S Corporation of Winnsboro and SAGAR MOTEL CORP. for approval in the manner provided by the laws of the State of Florida. All shareholders of both corporations being signatory hereon, this document, once properly executed shall serve as formal approval of the Agreement.

Conditions Precedent to Obligations of J&S Corporation of Winnsboro

- 3.03 Except as may be expressly waived in writing by J&S Corporation of Winnsboro, all of the obligations of J&S Corporation of Winnsboro under this Agreement are subject to the satisfaction or assumption by SAGAR MOTEL CORP., prior to or on the Effective Date of this Agreement. At issue in this instance is the obligation owed jointly by J&S Corporation of Winnsboro and SAGAR MOTEL CORP. on the property located in Ridge Manor, FL.
- (a) The representations and warranties made by SAGAR MOTEL CORP. to J&S Corporation of Winnsboro in Article 2 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. If SAGAR MOTEL CORP. shall have discovered any material error, misstatement or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to J&S Corporation of Winnsboro, and shall either correct the error, misstatement or omission or obtain a written waiver from J&S Corporation of Winnsboro.
 - (b) SAGAR MOTEL CORP. 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) SAGAR MOTEL CORP. shall have delivered to J&S Corporation of Winnsboro an opinion of Michael T. Kovach, Esquire, counsel for SAGAR MOTEL CORP., dated the Effective Date, to the effect that:
 - (1) SAGAR MOTEL CORP. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business in the State of Florida, and if required can be made eligible to do business in any state where there are corporate assets. SAGAR MOTEL CORP. has no subsidiaries.
 - (2) The execution, delivery and performance of this Agreement by SAGAR MOTEL CORP. has been duly authorized and approved by requisite corporate action of SAGAR MOTEL CORP..
 - (3) This Agreement and the instruments delivered to J&S Corporation of Winnsboro under this Agreement have been duly and validly

executed and delivered by SAGAR MOTEL CORP., and constitute the valid and binding obligations of SAGAR MOTEL CORP., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

- (d) SAGAR MOTEL CORP. shall have delivered to J&S Corporation of Winnsboro a certificate dated the Effective Date executed in its corporate name by the President or any Vice President, certifying to the satisfaction of the conditions specified in sub-paragraphs (a) and (b) of this Paragraph 3.03.
- (e) 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.
- (f) All corporate and other proceedings and action 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&S Corporation of Winnsboro.

Conditions Precedent to Obligations of SAGAR MOTEL CORP.

3.04. Except as may be expressly waived in writing by SAGAR MOTEL CORP., all of the obligations of SAGAR MOTEL CORP. are subject to the satisfaction, prior to or on the Effective Date of each of the following conditions by J&S Corporation of Winnsboro:

- (a) The representations and warranties made by J&S Corporation of Winnsboro to SAGAR MOTEL CORP. in Article 2 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. If J&S Corporation of Winnsboro shall have discovered any material error, misstatement or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to SAGAR MOTEL CORP. and shall either correct, misstatement or omission or obtain a written waiver from SAGAR MOTEL CORP..
- (b) J&S Corporation of Winnsboro shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
- (c) J&S Corporation of Winnsboro shall have delivered to SAGAR MOTEL CORP. an opinion of its legal counsel, dated the Effective Date, to the effect that:
 - (1) J&S Corporation of Winnsboro is a corporation, duly organized, validly existing and in good standing under the laws of the State of South Carolina with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of J&S Corporation of Winnsboro.
 - (2) J&S Corporation of Winnsboro has no subsidiaries.
 - (3) The execution, delivery and performance of this Agreement by J&S Corporation of Winnsboro has been duly authorized and

- approved by requisite corporate action of J&S Corporation of Winnsboro.
- (4) This Agreement and the instruments delivered to SAGAR MOTEL CORP. under this Agreement have been duly and validly executed and delivered by J&S Corporation of Winnsboro and constitute the valid and binding obligations of J&S Corporation of Winnsboro enforceable in accordance with their terms except as limited by the laws of bankruptch and insolvency.
 - (5) In the alternative, production of a certified Copy of the Articles of Incorporation, together with the South Carolina's Secretary of State's Certification that the corporation is in good standing shall relieve the said J&S Corporation of Winnsboro from being required to produce the legal counsel's confirmation statement of authority.
- (d) J&S Corporation of Winnsboro shall have delivered to SAGAR MOTEL CORP. a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of J&S Corporation of Winnsboro and certifying to the satisfaction of the conditions specified in Subparagraphs (a) and, (b) of this Paragraph 3.04.
 - (e) 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 4. MANNER OF CONVERTING SHARES

Manner

- 4.01 The holders of shares of J&S Corporation of Winnsboro shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4. In the event that the shareholders are not able to produce their original share certificates, a sworn signed lost document affidavit and copies of the share certificates shall be deemed to suffice.

Basis

- 4.02 The two (2) shareholders of J&S Corporation of Winnsboro shall each be entitled to receive one third (1/3) of the authorized shares of common stock of the Surviving Corporation, each at \$1.00 par value, being thirty three and one-third shares (33 1/3) of the total outstanding shares of common stock authorized in return for their submission of all of their shares of J&S Corporation of Winnsboro to SAGAR MOTEL CORP.'s secretary.

Shares of Survivor

- 4.03 The current authorized number of shares of common stock of SAGAR MOTEL CORP., (1,000), each of \$1.00 par value, shall remain unchanged.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

- 5.01 The Board of Directors of SAGAR MOTEL CORP. on the Effective Day and date of this executed Agreement shall be:

Dilip Mehta
Jitendra Mehta
Sharad Parikh

- 5.02 The officers of SAGAR MOTEL CORP. on the Effective Day and date of this executed Agreement shall be:

President
Vice President
Secretary

Dilip Mehta
Sharad Parikh
Jitendra Mehta

ARTICLE 6. BYLAWS

Bylaws of Survivor

- 6.01 The bylaws of SAGAR MOTEL CORP., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended or repealed as provided in the bylaws or as provided by the laws of the State of Florida.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION AND EXPENSES OF NONSURVIVOR

Nature and Survival Of Representations and Warranties

- 7.01 All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of J&S Corporation of Winnsboro or the shareholders thereof 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 and the shareholders shall survive for a period of three (3) years after the Effective Date. No inspection, examination or audit made on behalf of the parties or the shareholders shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

- 7.02 J&S Corporation of Winnsboro agrees that on or prior to the Effective Date, it shall obtain from the shareholders an agreement under which the shareholders shall:
- (a) Make those representations and warranties to SAGAR MOTEL CORP. as are described in Article 2 of this Agreement as of the Effective Date.

- (b) Agree that the representations and warranties made by him or her shall survive for a period of three (3) years after the Effective Date.
- (c) Agree to indemnify SAGAR MOTEL CORP. for misrepresentation or breach of any warranty made to SAGAR MOTEL CORP., and,
- (d) Agree to pay all expenses incurred or to be incurred by or on behalf of J&S Corporation of Winnsboro in excess of \$5,000.00 in connection with and arising out of this Agreement.

Expenses

- 7.03 J&S Corporation of Winnsboro will cause the shareholders to pay all expenses in excess of \$1,000.00 incurred by J&S Corporation of Winnsboro in connection with and arising out of this Agreement and the transactions contemplated by this Agreement including without limitation all fees and expenses of legal counsel for and the accountants of the said corporation, none of which shall be charged to the corporation. If the transactions contemplated herein are not consummated, either the J&S Corporation of Winnsboro or its shareholders shall pay such expenses of the J&S Corporation of Winnsboro as the shareholders and the corporation may then determine. SAGAR MOTEL CORP. shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8. TERMINATION

Circumstances

- 8.01 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 shareholders of either or both 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 number of shareholders of either constituent corporation, or both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, 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.
 - (c) At the election of the Board of Directors of J&S Corporation of Winnsboro, if the Commissioner of Internal Revenue shall not have ruled, in

substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code, and that no gain or loss will be recognized to the shareholders of J&S Corporation of Winnsboro on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of SAGAR MOTEL CORP., if without the prior written consent of SAGAR MOTEL CORP., the said J&S Corporation of Winnsboro shall have:

- (1) Declared or paid a cash dividend on its common stock in excess of \$1.00 per share, or declared or paid any other dividend or made any other distribution on its shares.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02 If an election is made to terminate this Agreement and abandon the merger:

- (a) The President or Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.
- (b) On the giving of notice as 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 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01 J&S Corporation of Winnsboro agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. J&S Corporation of Winnsboro 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 the property, rights, privileges, powers and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02 Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

- (a) As to J&S Corporation of Winnsboro, notice shall be given to:

Jitrenda Mehta
247 Palmer Drive
Lexington, SC 29072

Sharad Parikh
1107 Harbor Drive
W. Columbia SC 29169

(b) As to SAGAR MOTEL CORP., notice shall be given to:

Dilip S. Mehta
25353 Seven Rivers Circle
Land O'Lakes, FL 34639.

Entire Agreement; Counterparts

9.03 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.

Controlling Law

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

IN WITNESS WHEREOF, this Agreement was executed on the 21 day of August, 1999.

Corporate Seal:

J&S Corporation of Winnsboro

By: [Signature]
President

Attested: [Signature]
Secretary

SAGAR MOTEL CORP.

By: [Signature]
President

Attested: [Signature]
Secretary

Corporate Seal:

This instrument prepared by:

Michael T. Kovach, Esquire
106 N. Osceola Avenue
Inverness, FL 34450
Phone: (352) 344 5551
Fax: (352) 344 5661
Florida Bar No. 156697