

Document Number Only

V71274

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C T Corporation System

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301

City

State

Zip

Phone

000002765060--5  
-02/04/99--01083--007  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

CORPORATION(S) NAME

Access Developers, Inc

Merger

merged into:

Access Developers, Inc

☐ Profit

☐ NonProfit

☐ Amendment

☒ Merger

☐ Limited Liability Company

☐ Dissolution/Withdrawal

☐ Mark

☐ Foreign

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Reservation

☐ Change of R.A.

☐ Limited Liability Partnership

☐ Fictitious Name

☒ Certified Copy

☐ Photo Copies

☐ CUS

☐ Call When Ready

☐ Call if Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

Name	2/9/99
Availability	
Document Examiner	MR
Updater	MR
Verifier	
Acknowledgment	
W.P. Verifier	

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THANKS  
JOEY

2/4/99

\*00789, 00561, 00672

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**ARTICLES OF MERGER**  
**Merger Sheet**

-----  
**MERGING:**

**ACCESS DEVELOPERS, INC.,** a Florida corporation V71274  
,

**INTO**

**ACCESS DEVELOPERS, INC.,** a Nevada corporation not qualified in Florida

File date: February 4, 1999

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

Walk IN  
Pick up

Please back date  
Thanks

February 5, 1999

CT Corporation System  
660 East Jefferson St.  
Tallahassee, FL 32301

SUBJECT: ACCESS DEVELOPERS, INC.  
Ref. Number: V71274

We have received your document for ACCESS DEVELOPERS, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey  
Corporate Specialist

Letter Number: 099A00005116

RECEIVED  
59 FEB - 8 PM 4:45  
DIVISION OF CORPORATIONS

FILED  
99 FEB -4 PM 2:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
ACCESS DEVELOPERS, INC.  
(a Florida corporation)  
INTO  
ACCESS DEVELOPERS, INC.  
(a Nevada corporation)

Pursuant to Section 607.1105 of the *Florida Business Corporation Act* of the State of Florida, Access Developers, Inc. a Florida corporation ("ADI") and Pursuant to Section 200 of the *Nevada Revised Statutes, Chapter 92.A*, Access Developers, Inc. a Nevada corporation ("Access") hereby certify as follows:

**First:** That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Access Developers, Inc.	Florida
Access Developers, Inc.	Nevada

**Second:** That an Agreement and Plan of Reorganization dated as of January 15, 1999, by and among ADI and Access has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 607.1101 of the *Florida Business Corporation Act* of the State of Florida and of Section 190 of the *Nevada Revised Statutes, Chapter 92.A*. The date of adoption by the Directors & Shareholders was January 18, 1999 for each.

**Third:** That the name of the surviving corporation of the merger is Access Developers, Inc. (the "Surviving Corporation").

**Fourth:** That the Certificate of Incorporation of Access shall be the Certificate of Incorporation of the Surviving Corporation.

**Fifth:** That the executed Agreement and Plan of Reorganization is on file at an office of the Surviving Corporation located at 6150 Lusk Boulevard, Suite B-204, San Diego, California, 92121.

**Sixth:** That a copy of the Agreement and Plan of Reorganization will be furnished by the Surviving Corporation upon request and without charge to any stockholder of any constituent corporation.

**Seventh:** That this Certificate of Merger shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this  
\_\_\_\_ day of January, 1999.

ACCESS DEVELOPERS, INC.  
(a Florida corporation)

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

John Xinos, President

ACCESS DEVELOPERS, INC.  
(a Nevada corporation)

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

Thomas Walker, President

AGREEMENT AND PLAN OF REORGANIZATION

BY AND AMONG

ACCESS DEVELOPERS, INC. (FLORIDA)

AND

ACCESS DEVELOPERS, INC. (NEVADA)

Dated as of January 18, 1999

## AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of January 18, 1999 by and among Access Developers, Inc., a Nevada corporation ("Access") and Access Developers, Inc., a Florida corporation ("ADI").

The parties agree as follows:

### 1. THE MERGER.

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement, ADI shall be merged into Access (the "Merger"), the separate corporate existence of ADI shall cease and Access shall continue as the surviving corporation. The surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 Effective Time. Unless this Agreement is earlier terminated pursuant to Section 8.1, the closing of the Merger (the "Closing") will take place as promptly as practicable, but no later than five (5) business days following satisfaction or waiver of the conditions set forth in Section 6, at the offices of Venture Law Corporation, 618 - 688 West Hastings Street, Vancouver, British Columbia, V6B 1P1, unless another place or time is agreed to in writing by ADI and Access. The date upon which the Closing actually occurs is herein referred to as the "Closing Date." On the Closing Date, the parties hereto shall cause the Merger to be consummated by filing Articles of Merger (or like instrument) in the form attached hereto as Exhibit A with the Secretary of State of the State Nevada and the Secretary of State of Florida (the "Merger Articles"), in accordance with the applicable provisions of Nevada and Florida law (the later time of acceptance by the Secretary of State of the State of Nevada or the Secretary of State of Florida of such filing being referred to herein as the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Nevada and Florida law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of ADI and Access shall vest in the Surviving Corporation, and all debts, liabilities and duties of ADI and Access shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation, Bylaws. The Certificate of Incorporation and Bylaws of Surviving Corporation shall be the Certificate of Incorporation and Bylaws of Access.

1.5 Directors and Officers. Directors of the Surviving Corporation immediately after the Effective Time shall consist of five members. Four nominee directors selected by Access and one nominee selected by John Xinos, the President of ADI, each director

to hold the office in accordance with the provisions of applicable laws and the Bylaws of the Surviving Corporation until their successors are duly qualified and elected. The officers of Surviving Corporation immediately after the Effective Time shall be Thomas V. Walker, President, Frances R. Walker, Secretary and Thomas V. Walker, Treasurer, each to hold office in accordance with the provisions of the Bylaws of the Surviving Corporation.

1.6 Conversion of Access and ADI Common Stock.

(a) At the Effective Time, each share of Access Common Stock, par value \$0.001 per share ("Access Common Stock"), upon the terms and subject to the conditions set forth below shall be converted automatically into 1.06666 shares (the "Exchange Ratio") of the Surviving Corporation Common Stock par value \$0.001 per share ("Newco Common Stock"). Accordingly, at the Effective Time, the Shareholders of Access will hold approximately 88.888% of the issued shares of the Newco Common Stock in the Surviving Corporation. Access and ADI agree that upon exercise of the A Class ADI Warrants and the B Class ADI Warrants, the Shareholders of Access will hold 80% of the issued shares of the Surviving Corporation.

(b) At the Effective Time, any outstanding options or warrants (collectively, "Access Options") to acquire Access Common Stock, will be, in connection with the Merger, assumed by Surviving Corporation. Each Access Option so assumed or replaced by Surviving Corporation under this Agreement shall continue to have, and be subject to, the same terms and conditions, including vesting (if applicable), set forth in the respective Access Option agreements immediately prior to the Effective Time, except that (A) such assumed or replaced Access Options will be exercisable for that number of whole shares of Newco Common Stock equal to the product obtained by multiplying the number of shares of Access Common Stock that were issuable upon exercise of such assumed or replaced Access Option immediately prior to the Effective Time, by the Exchange Ratio, rounded down to the nearest whole number of shares of Newco Common Stock and (B) the per share exercise price for the shares of Newco Common Stock issuable upon exercise of such assumed or replaced Access Option shall be equal to the quotient obtained by dividing the exercise price per share of Newco Common Stock at which such assumed or replaced Access Option was exercisable immediately prior to the Effective Time by the Exchange Ratio, rounded up to the nearest whole cent. It is the intention of the parties that any Access Options that qualify as "incentive stock options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), shall remain "incentive stock options" following the Effective Time. Access Options shall be assumed in accordance with the rules of Section 424(a) of the Code, and the regulations promulgated thereunder, and such rules shall apply even with respect to options that are not "incentive stock options."

(c) The Exchange Ratio shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities



convertible into Access Common Stock or ADI Common Stock), reorganization, recapitalization or other like charge with respect to Access Common Stock or ADI Common Stock occurring after the date hereof.

(d) No fractional share of Access Common Stock shall be issued in the Merger. In lieu thereof, any fractional share shall be rounded up to the nearest whole share of Access Common Stock.

(e) Each share of Common Stock of ADI issued and outstanding immediately prior to the Effective Time shall be convertible into and exchanged for one validly issued, fully paid and nonassessable share of Common Stock of the Surviving Corporation. Each stock certificate of ADI evidencing ownership of any such shares shall evidence ownership of such shares of capital stock of the Surviving Corporation.

(f) At the Effective Time, any outstanding options or warrants (collectively, "ADI Options") to acquire ADI Common Stock, will be, in connection with the Merger, assumed by the Surviving Corporation. Each ADI Option so assumed or replaced by the Surviving Corporation under this Agreement shall continue to have, and be subject to, the same terms and conditions, including vesting (if applicable), set forth in the respective ADI Option agreements immediately prior to the Effective Time.

#### 1.7 Surrender of Certificates.

(a) Exchange Agent. The Corporate Secretary of ADI shall serve as exchange agent (the "Exchange Agent") in the Merger.

(b) Access to Provide Common Stock. Promptly after the Effective Time, Access shall make available to the Exchange Agent for exchange in accordance with this Section, the shares of Access Common Stock issuable pursuant to Section 1.6(a) in exchange for shares of Newco Common Stock.

(c) Exchange Procedures. On or after the Closing Date, the holders of Access Common Stock will surrender the certificates representing their Access Common Stock (the "Access Stock Certificate") to the Exchange Agent for cancellation together with a letter of transmittal in such form and having such provisions that the Exchange Agent reasonably requests. Promptly following the Effective Time, Exchange Agent will cause to be issued stockholders certificates for the number of shares of Newco Common Stock to which such stockholders are entitled pursuant to Section 1.6.

(d) Transfers of Ownership. If any certificate for shares of Newco Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered or if any cash is to be delivered to a person other than the person

whose name is on the certificate surrendered, it will be a condition to the issuance and/or delivery thereof that the certificate so surrendered will be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange will have paid to Access or any agent designated by it any transfer or other taxes required by reason or the issuance of a certificate for shares of Newco Common Stock or the delivery of any cash in any name other than that of the registered holder of the certificate surrendered, or established to the satisfaction of the Exchange Agent or any agent designated by it that such tax has been paid or is not payable.

(e) No Liability. Notwithstanding anything to the contrary in this Section 1.7, none of the Exchange Agent, the Surviving Corporation or any party hereto shall be liable to a holder of shares of ADI Common Stock or Access Common Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

1.8 No Further Ownership Rights in Access Common Stock. All shares of Newco Common Stock issued upon the surrender for exchange of shares of Access Common Stock in accordance with the terms hereof, and any cash paid in respect thereof, shall be deemed to be full satisfaction of all rights pertaining to such shares of Access Common Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Access Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Access Stock Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Section 1.

1.9 Lost, Stolen or Destroyed Certificates. In the event any certificates evidencing shares of Access Common Stock shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed certificates, upon the making of an affidavit of that fact by the holder thereof, such amount, if any, as may be required pursuant to Section 1.6; provided, however, that the Exchange Agent may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificates to deliver a bond or indemnity in such sum as it may reasonably direct against any claim that may be made against the Surviving Corporation or the Exchange Agent with respect to the certificates alleged to have been lost, stolen or destroyed.

1.10 Tax Consequences. It is intended by the parties hereto that the Merger will constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended. Each party has consulted with its own tax advisors with respect to the tax consequences of the Merger.

1.11 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this

Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Access, the officers and directors of Access and ADI are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

## 2. REPRESENTATIONS AND WARRANTIES OF ADI

ADI represents and warrants to Access, subject to such exceptions as are specifically disclosed in the ADI Disclosure Schedule (referencing the appropriate Section and paragraph numbers) supplied by ADI to Access (the "ADI Disclosure Schedule") and dated as of the date hereof, as follows:

2.1 Organization of ADI. ADI is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. ADI has the corporate power to own its properties and to carry on its business. ADI has delivered a true and correct copy of its Articles of Incorporation and Bylaws and the Certificate of Incorporation and Bylaws, each as amended to date, to Access. John Xinos is the sole director and officer of ADI. ADI has ever has never conducted any operations.

2.2 Authority. ADI has all requisite corporate power and authority to enter into this Agreement and the Related Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of ADI except that the Merger must be approved by the stockholders of ADI. This Agreement has been duly executed and delivered by ADI and constitutes, and the Related Agreements, when duly executed and delivered by ADI, will constitute the valid and binding obligations of ADI, enforceable in accordance with their terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies. The "Related Agreements" shall mean all such ancillary agreements required in this Agreement to be executed and delivered in connection with the transactions contemplated hereby.

### 2.3 Capital Structure of ADI.

(a) The authorized capital stock of ADI consists of 50,000,000 shares of authorized Common Stock, par value \$0.001 per share, of which 2,000,000 shares are issued and outstanding. All outstanding shares of ADI Common Stock are duly authorized, validly issued, fully paid and non-assessable and not subject to preemptive rights created by statute, the Articles of Incorporation or Bylaws of ADI or any agreement to which ADI is a party or by

which it is bound and have been issued in compliance with federal and state securities laws. ADI has no other capital stock authorized, issued or outstanding.

(b) ADI has outstanding warrants granted as of January 15, 1999 originally entitling the holders thereof to purchase a total of up to 2,000,000 shares of ADI Common Stock of which 1,000,000 is exercisable for a period of three months following the date of issuance, at an exercise price of \$0.35 per share (the "A Class ADI Warrants") and 1,000,000 is exercisable for a period of six months following the date of issuance, at an exercise price of \$0.40 per share (the "B Class ADI Warrants") (A Class ADI Warrants together with the B Class ADI Warrants, the "ADI Warrants"). None of the ADI Warrants have been exercised as of the date of this Agreement. Except for the ADI Warrants, there are no options, warrants, calls, rights, commitments or agreements of any character, written or oral, to which ADI or any of its shareholders is a party or by which ADI or any of its shareholders is bound obligating ADI or any of its shareholders to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any shares of the capital stock of ADI or obligating ADI to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such option warrant, call, right, commitment or agreement. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or other similar rights with respect to ADI. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting stock of ADI.

(c) The ADI Common Stock has been duly approved for quotation on the NASD OTC Bulletin Board.

2.4 Subsidiaries. ADI does not have, and has never had, any subsidiaries or affiliated companies and does not otherwise own, and has not otherwise owned, any shares in the capital of or any interest in, or control, directly or indirectly, any other corporation, partnership, association, joint venture or other business entity.

2.5 Conflict. The execution and delivery of this Agreement and any Related Agreements to which it is a party by ADI do not, and, the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under (any such event, a "Conflict") (i) any provision of the Articles of Incorporation and Bylaws of ADI, (ii) any mortgage, indenture, lease, contract or other agreement or instrument, permit, concession, franchise or license to which ADI or any of its properties or assets are subject, or (iii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to ADI its respective properties or assets.

2.6 Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or other foreign governmental authority, instrumentality, agency or commission ("Governmental Entity") or any third party, including a party to any agreement with ADI (so as not to trigger any Conflict), is required by or with respect to ADI in connection with the execution and delivery of this Agreement and any Related Agreements to which ADI is a party or the consummation of the transactions contemplated hereby and thereby, except for (i) such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable securities laws thereby, and (ii) the filing of the Merger Articles with the Secretary of State of the Florida.

2.7 ADI Financial Statements. ADI has provided Access with a copy of it's audited balance sheets as of August 17, 1998, December 31, 1997 and December 31, 1996 and the related audited statements of operations, stockholders' equity and cash flow for the periods then ended (the "Audited Financials"). The Audited Financials are correct in all material respects and have been prepared in accordance with GAAP applied on a basis consistent throughout the periods indicated and consistent with each other. The Audited Financials present fairly the financial condition, operating results and cash flows of ADI as of the dates and during the periods indicated therein.

2.8 No Undisclosed Liabilities. ADI does not have any liability, indebtedness, obligation, expense, claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, matured, unmatured or other (whether or not required to be reflected in financial statements in accordance with GAAP).

2.9 No Changes. Since inception of ADI, there has not been, occurred or arisen any:

(a) transaction, commitment or obligation by ADI of any kind other than the stock and warrant issuances described in paragraph (b) hereof;

(b) issuance or sale, or contract to issue or sell, by ADI of any shares of ADI Common Stock, or securities exchangeable, convertible or exercisable therefor, or any securities, warrants, options or rights to purchase any of the foregoing, except for the issuance of 2,000,000 shares of ADI Common Stock and the issuance of the ADI Warrants;

(c) negotiation or agreement by ADI or any officer or employees thereof to do any of the things described in the preceding clauses (a) or (b) (other than negotiations with Access and its representatives regarding the transactions contemplated by this Agreement).

2.10 Restrictions on Business Activities. There is no agreement (noncompete or otherwise), commitment, judgment, injunction, order or decree to which ADI is a party or otherwise binding upon ADI which has or may have the effect of prohibiting or impairing any business practice of ADI or the Surviving Corporation, any acquisition of property (tangible or intangible) by ADI or the Surviving Corporation or the conduct of business by ADI or the Surviving Corporation.

2.11 Agreements, Contracts and Commitments. ADI is not a party to nor is it bound by any contracts, obligations or agreements or any kind. ADI is in compliance with and has not breached, violated or defaulted under, or received notice that it has breached, violated or defaulted under, any of the terms or conditions of any agreement, contract, covenant, instrument, lease, license or commitment to which ADI is a party or by which it is bound (collectively a "Contract"), nor is ADI aware of any event that would constitute such a breach, violation or default with the lapse of time, giving of notice or both. ADI has obtained, or will obtain prior to the Closing Date, all necessary consents, waivers and approvals as are required in connection with the Merger.

2.12 Litigation. There is no action, suit or proceeding of any nature pending, or, to ADI's knowledge, threatened, against ADI, its properties or any of its officers or directors, nor, to the knowledge of ADI, is there any reasonable basis therefor. There is no investigation pending or, to ADI's knowledge threatened, against ADI, its properties or any of its officers or directors (nor, to the best knowledge of ADI, is there any reasonable basis therefor) by or before any Governmental Entity. No Governmental Entity has at any time challenged or questioned the legal right of ADI to conduct its operations as presently or previously conducted.

2.13 Minute Books. The minutes of ADI made available to counsel for Access are the only minutes of ADI and contain a reasonably accurate summary of all meetings of the Board of Directors (or committees thereof) of ADI and its shareholders or actions by written consent since the time of incorporation of ADI.

2.14 Brokers' and Finders' Fees: Third Party Expenses. ADI has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Agreement or any transaction contemplated hereby.

2.15 Compliance with Laws. ADI has complied with, is not in violation of, and has not received any notices of violation with respect to, any foreign, federal, state or local statute, law or regulation.

2.16 Complete Copies of Materials. ADI has delivered or made available true and complete copies of each document (or summaries of same) that has been requested by Access or its counsel.

2.17 Representations Complete. None of the representations or warranties made by ADI (as modified by the ADI Disclosure Schedule), nor any statement made in any Schedule or certificate furnished by ADI pursuant to this Agreement or finished in or in connection with documents mailed or delivered to the shareholders of ADI for use in soliciting their consent to this Agreement and the Merger contains or will contain at the Effective Time, any untrue statement of a material fact, or omits or will omit at the Effective Time to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

### 30 REPRESENTATIONS AND WARRANTIES OF ACCESS.

Access represents and warrants to ADI, subject to such exceptions as are specifically disclosed in the Access Disclosure Schedule (referencing the appropriate Section and paragraph numbers) supplied by Access to ADI (the "Access Disclosure Schedule") and dated as of the date hereof, as follows::

3.1 Organization of Access. Access is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. Access has the corporate power to own its properties and to carry on its business as now being conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified would have a material adverse effect on the ability of Access to consummate the transactions contemplated hereby. Access has delivered a true and correct copy of its Articles of Incorporation and Bylaws and the Certificate of Incorporation and Bylaws, each as amended to date, to ADI. Thomas Walker is the sole director and officer of Access.

3.2 Authority. Access has all requisite corporate power and authority to enter into this Agreement and the Related Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Access except that the Merger must be approved by the stockholders of Access. This Agreement has been duly executed and delivered by Access and constitutes, and the Related Agreements, when duly executed and delivered by Access, will constitute the valid and binding obligations of Access, enforceable in accordance with their terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

3.3 Capital Structure of Access.

(a) The authorized stock of Access consists of 25,000,000 shares of Common Stock, \$0.001 par value, of which 15,000,000 shares are issued and outstanding. All outstanding shares of Access Common Stock are duly authorized, validly issued, fully paid and non-assessable and not subject to preemptive rights created by statute, the Articles of Incorporation or Bylaws of Access or any agreement to which Access is a party or by which it is bound and have been issued in compliance with federal and state securities laws. Access has no other capital stock authorized, issued or outstanding.

(b) Except for options reserved, but not granted, to purchase 1,000,000 shares of Common Stock pursuant to the Access 1998 Stock Option Plan (the "Access Option Plan"), there are no options, warrants, calls, rights, commitments or agreements of any character, written or oral, to which Access or any of its stockholders is a party or by which Access or any of its stockholders is bound obligating Access or any of its stockholders to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any shares of the capital stock of Access. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or other similar rights with respect to Access. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting stock of Access.

3.4 Subsidiaries. Access does not have, and has never had, any subsidiaries or affiliated companies and does not otherwise own, and has not otherwise owned, any shares in the capital of or any interest in, or control, directly or indirectly, any other corporation, partnership, association, joint venture or other business entity.

3.5 Conflict. The execution and delivery of this Agreement and any Related Agreements to which it is a party by Access do not, and, the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit under (any such event, a "Conflict") (i) any provision of the Articles of Incorporation and Bylaws of Access, (ii) any mortgage, indenture, lease, contract or other agreement or instrument, permit, concession, franchise or license to which Access or any of its properties or assets are subject, or (iii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Access or its properties or assets.

3.6 Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or other foreign governmental authority, instrumentality, agency or commission ("Governmental Entity") or any third party, including a party to any agreement with



Access (so as not to trigger any Conflict), is required by or with respect to Access in connection with the execution and delivery of this Agreement and any Related Agreements to which Access is a party or the consummation of the transactions contemplated hereby and thereby, except for (i) such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable securities laws thereby, and (ii) the filing of the Merger Articles with the Secretary of State of the Nevada.

3.7 Access Financial Statements. Access has furnished ADI with a true and complete copy of its unaudited balance sheet as of ● (the "Access Financials"). The Access Financials present fairly the financial condition of Access as of the date indicated therein, subject, to year-end adjustments.

3.8 No Undisclosed Liabilities. Access does not have any liability, indebtedness, obligation, expense, claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, matured, unmatured or other (whether or not required to be reflected in financial statements in accordance with GAAP).

3.9 Restrictions on Business Activities. Other than license and other restrictions included in agreements entered into in the ordinary course of business, there is no agreement (non-compete or otherwise), commitment, judgment, injunction, order or decree to which Access is a party or otherwise binding upon Access which has or may have the effect of prohibiting or impairing any business practice of Access or the Surviving Corporation, any acquisition of property (tangible or intangible) by Access or the Surviving Corporation or the conduct of business by Access or the Surviving Corporation.

3.10 Agreements, Contracts and Commitments. Access is in compliance with and has not breached, violated or defaulted under, or received notice that it has breached, violated or defaulted under, any of the terms or conditions of any agreement, contract, covenant, instrument, lease, license or commitment to which Access is a party or by which it is bound (collectively a "Contract"), nor is Access aware of any event that would constitute such a breach, violation or default with the lapse of time, giving of notice or both. Access has obtained, or will obtain prior to the Closing Date, all necessary consents, waivers and approvals as are required in connection with the Merger.

3.11 Litigation. There is no action, suit or proceeding of any nature pending, or, to Access's knowledge, threatened, against Access, its properties or any of its officers or directors, nor, to the knowledge of Access, is there any reasonable basis therefor. There is no investigation pending or, to Access's knowledge threatened, against Access, its properties or any of its officers or directors (nor, to the best knowledge of Access, is there any reasonable basis therefor) by or before any Governmental Entity. No Governmental Entity has at any time

challenged or questioned the legal right of Access to conduct its operations as presently or previously conducted.

3.12 Minute Books. The minutes of Access made available to counsel for ADI are the only minutes of Access and contain a reasonably accurate summary of all meetings of the Board of Directors (or committees thereof) of Access and its shareholders or actions by written consent since the time of incorporation of Access.

3.13 Brokers' and Finders' Fees: Third Party Expenses. Access has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Agreement or any transaction contemplated hereby.

3.14 Compliance with Laws. Access has complied with in all material respects, is not in violation of, and has not received any notices of violation with respect to, any foreign, federal, state or local statute, law or regulation.

3.15 Complete Copies of Materials. Access has delivered or made available true and complete copies of each document (or summaries of same) that has been requested by ADI or its counsel.

3.16 Representations Complete. None of the representations or warranties made by Access (as modified by the Access Disclosure Schedule), nor any statement made in any Schedule or certificate furnished by Access pursuant to this Agreement or finished in or in connection with documents mailed or delivered to the shareholders of Access for use in soliciting their consent to this Agreement and the Merger contains or will contain at the Effective Time, any untrue statement of a material fact, or omits or will omit at the Effective Time to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

#### 40 CONDUCT PRIOR TO THE EFFECTIVE TIME.

4.1 Conduct of Business of Access. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement or the Effective Time, Access agrees that it shall not:

(a) issue, grant, deliver or sell or authorize or propose the issuance, grant, delivery or sale of, or purchase or propose the purchase of, any shares of its capital stock or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it to issue any such shares or other convertible securities except if in connection therewith, it negotiates a proportionate adjustment in the Exchange Ratio.

(b) cause or permit any amendments to its Articles of Incorporation or Bylaws; or

(c) Take, or agree in writing or otherwise to take, any of the actions described in Sections 4.1 above, or any other action that would prevent Access from performing or cause Access not to perform its covenants hereunder.

4.2 Conduct of Business of ADI. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement or the Effective Time, ADI agrees that it shall not:

(a) issue, grant, deliver or sell or authorize or propose the issuance, grant, delivery or sale of, or purchase or propose the purchase of, any shares of its capital stock (other than shares issued upon exercise of the ADI Warrants) or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it to issue any such shares or other convertible securities except if in connection therewith, it negotiates a proportionate adjustment in the Exchange Ratio;

(b) enter into any contract, arrangement or obligation of any kind;

(c) cause or permit any amendments to its Articles of Incorporation or Bylaws; or

(d) Take, or agree in writing or otherwise to take, any of the actions described in Sections 4.2 above, or any other action that would prevent ADI from performing or cause ADI not to perform its covenants hereunder.

#### 50 **ADDITIONAL AGREEMENTS.**

5.1 Sale of Shares. The parties hereto acknowledge and agree that the shares of ADI Common Stock issuable to the stockholders of Access pursuant to Section 1.6 (the "Merger Shares") shall constitute "restricted securities" within the meaning of the Securities Act. The certificates for the Merger Shares shall bear appropriate legends to identify such privately placed shares as being restricted under the Securities Act, to comply with applicable state securities laws and, if applicable, to notice the restrictions on transfer of such shares.

5.2 Stockholder Approval. Access and ADI shall promptly submit this Agreement and the transactions contemplated hereby to their stockholders for approval and adoption as required by law.

5.3 Access to Information. Each party shall afford the other and its accountants, counsel and other representatives, reasonable access during normal business hours

during the period prior to the Effective Time to (a) all of such party's properties, books, contracts, commitments and records and (b) all other information concerning the business, properties and personnel (subject to restrictions imposed by applicable law) of such party as the other may reasonably request. No information or knowledge obtained in any investigation pursuant to this Section shall affect or be deemed to modify any representation or warranty contained herein or the conditions to the obligations of the parties to consummate the Merger.

5.4 Confidentiality. Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the term of this Agreement and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as expressly permitted under the terms of this Agreement or by a separate written agreement. The Receiving Party shall take all reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party's Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers or employees (or outside legal, financial or accounting advisors) who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into confidentiality agreements with such person's employer or who are subject to ethical restrictions on disclosure which protects the Confidential Information of the Disclosing Party. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party to remedy such unauthorized use or disclosure of its Confidential Information. These obligations shall not apply to the extent that Confidential Information includes information which:

(a) is already known to the Receiving Party at the time of disclosure, which knowledge the Receiving Party shall have the burden of proving;

(b) is, or through no act or failure to act of the Receiving Party becomes, publicly known;

(c) is received by the Receiving Party from a third party without restriction on disclosure (although this exception shall not apply if such third party is itself violating a confidentiality obligation by making such disclosure);

(d) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party, which independent development the Receiving Party will have the burden of proving;

(b) Claims. There shall not have occurred any claims (whether or not asserted in litigation) which may materially and adversely affect the consummation of the transactions contemplated hereby or may have a material adverse effect on Access.

(c) Third Party Consents. Any and all consents, waivers, and approvals required by Access shall have been obtained.

(d) No Material Adverse Changes. There shall not have occurred any material adverse change in the business, assets (including intangible assets), results of operations, liabilities (contingent or accrued), financial condition or prospects of Access since the date of this Agreement.

(e) Certificate of Access. ADI shall have been provided with a certificate executed on behalf of Access by its President to the effect that, as of the Effective Time:

(i) all representations and warranties made by Access in this Agreement are true and correct in all material respects; and

(ii) all covenants and obligations of this Agreement to be performed by Access on or before such date have been so performed in all material respects.

(iii) the provisions set forth in Section 6.3 have been satisfied.

(f) Officers and Directors. The officers and directors of ADI and Access shall have submitted written resignations effective as of the Closing and the nominees selected as per Section 1.5 will have been appointed officers and directors of Surviving Corporation effective as of the Closing.

## 70 SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

7.1 Survival of Representations and Warranties. All representations, warranties, agreements, covenants contained in this Agreement shall survive for a period of three years from the anniversary date of the Effective Date; except for the representations and warranties relating or pertaining to any tax or tax returns by the parties which shall survive until the expiration of all applicable statutes of limitations, or extensions thereof, governing each tax or tax returns.

## 8. TERMINATION, AMENDMENT AND WAIVER.

8.1 Termination. Except as provided in Section 8.2, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time:

(e) is approved for release by written authorization of the Disclosing Party; or

(f) is required to be disclosed by a Government Body to further the objectives of this Agreement or by a proper order of a court of competent jurisdiction; provided, however that the Receiving Party will use its best efforts to minimize such disclosure and will consult with and assist the Disclosing Party in obtaining a protective order prior to such disclosure.

5.5 Expenses. Whether or not the Merger is consummated, all fees and expenses incurred in connection with the Merger including, without limitation, all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties ("Third Party Expenses") incurred by a party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective party incurring such fees and expenses.

5.6 Public Disclosure. Unless otherwise required by law, prior to the Effective Time, no disclosure (whether or not in response to an inquiry) of the subject matter of this Agreement shall be made by any party hereto unless approved by ADI and Access prior to release, provided that such approval shall not be unreasonably withheld.

5.7 Consents. Each party shall use its best efforts to obtain the consents, waivers and approvals as may be required in connection with the Merger so as to preserve all rights of, and benefits to, such party following the Merger.

5.8 Reasonable Effort. Subject to the terms and conditions provided in this Agreement, each of the parties hereto shall use commercially reasonable efforts to take promptly, or cause to be taken, all actions, and to do promptly, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to complete and make effective the transactions contemplated hereby, to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and filings and to remove any injunctions or other impediments or delays, legal or otherwise, in order to consummate and make effective the transactions contemplated by this Agreement for the purpose of securing to the parties hereto the benefits contemplated by this Agreement.

5.9 Notification of Certain Matters. Each party shall give prompt notice to the other of (i) the occurrence or non-occurrence of any event, the occurrence or non-occurrence of which is likely to cause any representation or warranty of such party contained in this Agreement to be untrue or inaccurate at or prior to the Effective Time and (ii) any failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by

it hereunder; provided, however, that the delivery of any notice pursuant to this Section shall not limit or otherwise affect any remedies available to the party receiving such notice.

5.10 Additional Documents and Further Assurances. Each party hereto, at the request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Agreement and the transactions contemplated hereby.

## 60 CONDITIONS TO THE MERGER.

6.1 Conditions to Obligations of Each Party to Effect the Merger. The respective obligations of each party to this Agreement to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by an administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, seeking any of the foregoing be pending; nor shall there be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Merger, which makes the consummation of the Merger illegal.

(b) Governmental Approval. Approvals from Governmental Entities (if any) deemed appropriate or necessary by any party to this Agreement shall have been timely obtained.

(c) Litigation. There shall be no bona fide action, suit, claim or proceeding of any nature pending, or overtly threatened, against the ADI or Access, their respective properties or any of their officers or directors, arising out of, or in any way connected with, the Merger or the other transactions contemplated by the terms of this Agreement.

(d) Minimum Asset Value. Effective as of the Closing and excluding expenses as permitted hereunder, ADI shall have not less than \$300,000 of cash and shall have no commitments, obligations or liabilities, whether fixed, accrued or contingent, other than legal fees and disbursements or as otherwise disclosed or set forth in this Agreement or the ADI Disclosure Schedule.

6.2 Additional Conditions to Obligations of Access. The obligations of Access to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Effective Time of each of the following conditions, any of which may be waived, in writing, exclusively by Access:

(a) Representations, Warranties and Covenants. The representations and warranties of ADI in this Agreement shall be true and correct in all material respects on and as of the Effective Time as though such representations and warranties were made on and as of such time and ADI shall have performed and complied in all material respects with all covenants and obligations of this Agreement required to be performed and complied with by it as of the Effective Time.

(b) Claims. There shall not have occurred any claims (whether or not asserted in litigation) which may materially and adversely affect the consummation of the transactions contemplated hereby or may have a material adverse effect on ADI.

(c) Certificate of President. Access shall have been provided with a certificate executed on behalf of ADI by its President to the effect that, as of the Effective Time:

(i) all representations and warranties made by the ADI in this Agreement are true and correct in all material respects;

(ii) all covenants and obligations of this Agreement to be performed by the ADI on or before such date have been so performed in all material respects.

(iii) the conditions set forth in Section 6.1 and 6.2 have been satisfied.

(d) Officers and Directors. The officers and directors of ADI and Access shall have submitted written resignations effective as of the Closing and the nominees selected as per Section 1.5 will have been appointed officers and directors of Surviving Corporation effective as of the Closing.

6.3 Additional Conditions to the Obligations of ADI. The obligations of ADI to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Effective Time of each of the following conditions, any of which may be waived, in writing, exclusively by ADI:

(a) Representations, Warranties and Covenants. The representations and warranties of Access in this Agreement shall be true and correct in all material respects on and as of the Effective Time as though such representations and warranties were made on and as of the Effective Time and Access shall have performed and complied in all material respects with all covenants and obligations of this Agreement required to be performed and complied with by it as of the Effective Time.



- (a) by mutual consent of Access and ADI;
- (b) by ADI or Access if (i) the Effective Time has not occurred by January 31, 1999; (ii) there shall be a final nonappealable order of a federal or state court in effect preventing consummation of the Merger; or (iii) there shall be any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the Merger by any Governmental Entity that would make consummation of the Merger illegal;
- (c) by either party if there shall be any action taken, or any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the Merger by any Governmental Entity, which would prohibit Access' ownership or operation of any portion of the business of ADI;
- (d) by Access if it is not in material breach of its obligations under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of ADI and such breach has not been cured within ten (10) calendar days after written notice to ADI; provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured;
- (e) by ADI if it is in material breach of its obligations under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Access and such breach has not been cured within ten (10) calendar days after written notice to Access; provided, however, that no cure period shall be required for a breach which by its nature cannot be cured.

Where action is taken to terminate this Agreement pursuant to this Section 8.1, it shall be sufficient for such action to be authorized by the Board of Directors (as applicable) of the party taking such action.

8.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of ADI or Access, or their respective officers, directors or shareholders, provided that each party shall remain liable for any breaches of this Agreement prior to its termination; provided further that, the provisions of Sections 5.4, 5.5 and 5.6, Section 9 and this Section 8.2 shall remain in full force and effect and survive any termination of this Agreement.

8.3 Amendment. This Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the parties hereto.

8.4 Extension; Waiver. At any time prior to the Effective Time, ADI and Access, may, to the extent legally allowed, (i) extend the time for the performance of any of the

obligations of the other party hereto, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

9. **GENERAL PROVISIONS.**

9.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice), provided, however, that notices sent by mail will not be deemed given until received:

(a) if to ADI, to:

Venture Law Corporation  
688 West Hastings Street, Suite 618  
Vancouver, BC, V6B 1P1  
Attention: Alixe B. Cormick  
Telephone No.: (604) 659-9188  
Facsimile No.: (604) 659-9178

(b) if to Access, to:

Access Developers, Inc.  
6150 Lusk Boulevard, Suite B-204  
San Diego, California 92121  
Attention: Thomas Walker, President  
Telephone No.: (619) 638-3000  
Facsimile No.: (619) 638-3080

and a copy to:

James A. Trodden  
32691 Seven Seas Drive  
Monarch Beach, California 92629  
Telephone No: (949) 489-9100  
Facsimile No.: (949) 489-9100

9.2 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

9.4 Entire Agreement; Assignment. This Agreement, the Exhibits hereto and the documents and instruments and other agreements among the parties hereto referenced herein: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral among the parties with respect to the subject matter hereof, (b) are not intended to confer upon any other person any rights or remedies hereunder; and (c) shall not be assigned by operation of law or otherwise.

9.5 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

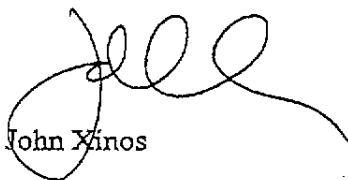
9.6 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within Clark County, State of Nevada, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Nevada for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

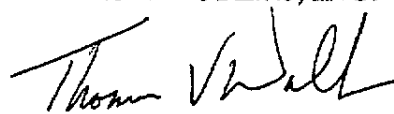
9.8 Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefor, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**ACCESS DEVELOPERS, INC. (FL)**

  
By: John Xinos

**ACCESS DEVELOPERS, INC. (NV)**

  
By: Thomas V. Walker

*TW*