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TO: DIVISION OF CORPORATIONS

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CONTACT: RAY STORMONT
PHONE: (305)541-3694

ACCT#: 072450003255

FAX #: (305)541-3770

NAME: MAGNA ADMINISTRATIVE SERVICES, INC.

AUDIT NUMBER.....H97000021146

DOC TYPE.....MERGER OR SHARE EXCHANGE

CERT. OF STATUS..0

PAGES..... 19

CERT. COPIES.....1

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ARTICLES OF MERGER
Merger Sheet

MERGING:

MAGNA ADMINISTRATIVE SERVICES, INC., a Florida corporation,
P97000038534

INTO

HANSWARD MANAGEMENT SERVICES, INC., a Florida corporation, K13117

File date: December 24, 1997, effective January 1, 1998

Corporate Specialist: Darlene Connell

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EFFECTIVE DATE
1-1-98

**ARTICLES OF MERGER OF MAGNA ADMINISTRATIVE SERVICES, INC.
INTO
HANSWARD MANAGEMENT SERVICES, INC.**

Pursuant to the Section 607.1105 of the Florida Statutes, the undersigned corporations, **HANSWARD MANAGEMENT SERVICES, INC.**, a Florida corporation, and **MAGNA ADMINISTRATIVE SERVICES, INC.** a Florida corporation, adopt the following Articles of Merger for the purpose of merging **MAGNA ADMINISTRATIVE SERVICES, INC.** into **HANSWARD MANAGEMENT SERVICES, INC.**:

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of **MAGNA ADMINISTRATIVE SERVICES, INC.** into **HANSWARD MANAGEMENT SERVICES, INC.**, is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. There are 10,000 shares of common stock, each of \$10.00 par value of **MAGNA ADMINISTRATIVE SERVICES, INC.** issued and outstanding that were entitled to vote on the Plan of Merger. 10,000 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of **MAGNA ADMINISTRATIVE SERVICES, INC.** held on December 17, 1997.

3. There are 7,500 shares of common stock, each of \$1.00 par value of

This instrument prepared by:

Rosario P. Duncan, Esquire
1320 S. Dixie Highway, Sixth Floor
Coral Gables, FL 33146
(305) 668-5100
Florida Bar No: 239909

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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HANSWARD MANAGEMENT SERVICES, INC. issued and outstanding that were entitled to vote on the Plan of Merger. 7,500 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of HANSWARD MANAGEMENT SERVICES, INC. held on December 17, 1997.

4. The Plan of Merger was approved by the board of directors of MAGNA ADMINISTRATIVE SERVICES, INC. and the board of directors of HANSWARD MANAGEMENT SERVICES, INC., at a Joint Meeting of the Shareholders and Board of Directors held on December 17, 1997.

Effective Date

5. The Plan of Merger shall be effective on January 1, 1998.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 17, 1997.

MAGNA ADMINISTRATIVE SERVICES, INC.

By:

Rafael Arias
Rafael Arias, President

ATTEST:

Rosa M. Menendez
ROSA M. MENENDEZ
Secretary

HANSWARD MANAGEMENT SERVICES, INC.

By:

Rosa M. Menendez
Rosa M. Menendez, President

ATTEST:

Rafael Arias
RAFAEL ARIAS
Secretary

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**CERTIFICATE OF RESOLUTIONS OF
MAGNA ADMINISTRATIVE SERVICES, INC.**

APPROVING PLAN AND AGREEMENT,

OF MERGER

WE, RAFAEL ARIAS, President and ROSA M. MENENDEZ, Secretary of MAGNA ADMINISTRATIVE SERVICES, INC., being first duly sworn and deposed, hereby certify as follows:

At a Joint Meeting of the Shareholders and Board of Directors of the Corporation, duly and regularly held in accordance with the Corporation's By-laws on December 17, 1997, at which a quorum as prescribed by law and the by-laws of the Corporation was present and voting throughout, the following recitals and resolutions were unanimously adopted and the same have not been revoked, cancelled, annulled or amended in any manner and are in full force and effect on the date of this Certificate:

WHEREAS, there has been presented to and discussed at this meeting a proposed Plan and Agreement of Merger, a copy of which is attached to these Resolutions, providing for the merger of **MAGNA ADMINISTRATIVE SERVICES, INC.** into **HANSWARD MANAGEMENT SERVICES, INC.** and

WHEREAS, the Board of Directors deems it to be in the best interests of this Corporation and its shareholders that the Plan and Agreement be approved and that **HANSWARD MANAGEMENT SERVICES, INC.,** and this Corporation be merged.

NOW, THEREFORE, IT IS:

RESOLVED, that the terms and conditions of the proposed Plan

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and Agreement presented to this meeting, and the mode of carrying them into effect as set forth in the Plan and Agreement, are by these Resolutions approved.

RESOLVED FURTHER, that the President and the Secretary of this corporation are directed to execute the Plan and Agreement in the name and on behalf of this corporation and to deliver a duly executed copy of it to **HANSWARD MANAGEMENT SERVICES, INC.**


RESOLVED FURTHER, that the shareholders of this Corporation hereby approve at 11:00 a.m. on December 17, 1997, at 2600 Douglas Road, Suite #410, Coral Gables, FL 33146, the proposed Plan and Agreement.

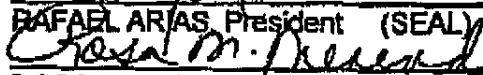
RESOLVED FURTHER, that all preparations for and conduct of the above matters be carried out in full compliance with all applicable federal and Florida securities laws and regulations, or so as to take advantage of any appropriate exemptions from registration under those laws.

RESOLVED FURTHER, that the officers of this Corporation are directed to execute, acknowledge, file, and deliver these instruments and do other acts in the name and on behalf of the Corporation as may be necessary or proper to perform fully the terms and conditions of the proposed Plan and Agreement of merger.

RESOLVED FURTHER, that the proposed plan of merger is adopted by the shareholders.

IN WITNESS WHEREOF, this Certificate has been signed and the Seal of the Corporation has been affixed hereto this 17th day of December, 1997.



RAFAEL ARJAS, President (SEAL)


ROSA M. MENENDEZ, Secretary (SEAL)

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SWORN TO and SUBSCRIBED before me this 17th day of December, 1997, by
RAFAEL ARIAS and ROSA M. MENENDEZ, respectively as President and Secretary who
are personally known to me or who have produced
n/a as identification, at Miami, Dade County,
Florida.


NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:



This instrument prepared by:

ROSARIO P. DUNCAN, ESQ.
1320 S. Dixie Highway, Sixth Floor
Coral Gables, FL 33146
(305) 668-5100
Fla. Bar No.: 239909

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PLAN AND AGREEMENT OF REORGANIZATION

by merger of

MAGNA ADMINISTRATIVE SERVICES, INC.

with and into

HANSWARD MANAGEMENT SERVICES, INC.

under the name of

HANSWARD MANAGEMENT SERVICES, INC.

This is a Plan and Agreement of Merger (Agreement) between **MAGNA ADMINISTRATIVE SERVICES, INC.**, a Florida Corporation (the Merging Corporation), and **HANSWARD MANAGEMENT SERVICES, INC.**, a Florida Corporation (the Surviving Corporation).

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01.. A plan of merger of **MAGNA ADMINISTRATIVE SERVICES, INC.**, and **HANSWARD MANAGEMENT SERVICES, INC.**, pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) **MAGNA ADMINISTRATIVE SERVICES, INC.** shall be merged with and into **HANSWARD MANAGEMENT SERVICES, INC.**, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be **HANSWARD MANAGEMENT SERVICES, INC.**

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(c) When this agreement shall become effective, the separate corporate existence of **MAGNA ADMINISTRATIVE SERVICES, INC.** shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of **MAGNA ADMINISTRATIVE SERVICES, INC.**, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of **MAGNA ADMINISTRATIVE SERVICES, INC.**, as well as with the assets of **HANSWARD MANAGEMENT SERVICES, INC.**

(e) The shareholders of **MAGNA ADMINISTRATIVE SERVICES, INC.** will surrender all of their shares in the manner hereinafter set forth.

(f) (f) The shareholders of **HANSWARD MANAGEMENT SERVICES, INC.** will retain their shares as shares of the Surviving Corporation.

(g) The Articles of Incorporation of **HANSWARD MANAGEMENT SERVICES, INC.** 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 (Effective Date) shall be January 1, 1998.

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**ARTICLE 2. REPRESENTATIONS AND
WARRANTIES**

OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, **MAGNA ADMINISTRATIVE SERVICES, INC.** represents and warrants to the Surviving Corporation as follows:

(a) **MAGNA ADMINISTRATIVE SERVICES, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and now being conducted. **MAGNA ADMINISTRATIVE SERVICES, INC.** is a Florida corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) **MAGNA ADMINISTRATIVE SERVICES, INC.** has an authorized capitalization of \$100,000.00, consisting of 10,000 shares of common stock, each of \$10.00 par value, of which 1,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) **MAGNA ADMINISTRATIVE SERVICES, INC.** has furnished the Surviving Corporation with the balance sheet of **MAGNA ADMINISTRATIVE SERVICES, INC.** as of November 30, 1997, and the related statement of income for the current year, ending on November 30, 1997. These financial statements (i) are in accordance with the books and records of **MAGNA ADMINISTRATIVE SERVICES, INC.**; (ii) fairly present the financial condition of **MAGNA ADMINISTRATIVE SERVICES, INC.** as of those dates and the results

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of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applies on a basis consistent with prior accounting periods; and (iii) 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 contracts or commitments of **MAGNA ADMINISTRATIVE SERVICES, INC.** 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 **MAGNA ADMINISTRATIVE SERVICES, INC.** 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 **MAGNA ADMINISTRATIVE SERVICES, INC.** 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. **MAGNA ADMINISTRATIVE SERVICES, INC.** has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to **MAGNA ADMINISTRATIVE SERVICES, INC.** to execute this Agreement and perform its obligations under this Agreement, **HANSWARD**

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MANAGEMENT SERVICES, INC. represents and warrants to **MAGNA ADMINISTRATIVE SERVICES, INC.** as follows:

(a) **HANSWARD MANAGEMENT SERVICES, INC.** 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) **HANSWARD MANAGEMENT SERVICES, INC.** has an authorized capitalization of \$7,500.00, divided into common 7,500 shares of \$1.00 par value. As of the date of this Agreement, 7,500 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

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, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

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

Interim Conduct of Business; Limitations

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

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other business contacts. Except with the prior consent in writing of **HANSWARD MANAGEMENT SERVICES, INC.**, pending consummation of the merger, **MAGNA ADMINISTRATIVE SERVICES, INC.** shall not:

- (a) Create or issue any indebtedness for borrowed money.
- (b) 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 **MAGNA ADMINISTRATIVE SERVICES, INC.** for approval in the manner provided by the laws of the State of Florida. This Agreement shall be submitted to the shareholders of **HANSWARD MANAGEMENT SERVICES, INC.** for approval.

**Conditions Precedent to Obligations
of MAGNA ADMINISTRATIVE SERVICES, INC.**

3.03. Except as may be expressly waived in writing by **MAGNA ADMINISTRATIVE SERVICES, INC.**, all of the obligations of **MAGNA ADMINISTRATIVE SERVICES, INC.** under this Agreement are subject to the satisfaction, prior to or on the Effective Date of each of the following conditions by **HANSWARD MANAGEMENT SERVICES, INC.**:

- (a) The representations and warranties made by **HANSWARD MANAGEMENT SERVICES, INC.** to **MAGNA ADMINISTRATIVE SERVICES, INC.** 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 **HANSWARD MANAGEMENT SERVICES, INC.** shall have discovered

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any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **MAGNA ADMINISTRATIVE SERVICES, INC.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **MAGNA ADMINISTRATIVE SERVICES, INC.**

(b) **HANSWARD MANAGEMENT SERVICES, INC.** 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) **HANSWARD MANAGEMENT SERVICES, INC.** shall have delivered to **MAGNA ADMINISTRATIVE SERVICES, INC.** a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(d) 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.

(e) 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 **MAGNA ADMINISTRATIVE SERVICES, INC.**

**Conditions Precedent to Obligations
of HANSWARD MANAGEMENT SERVICES, INC.**

3.04. Except as may be expressly waived in writing by **HANSWARD MANAGEMENT SERVICES, INC.** all of the obligations of **HANSWARD MANAGEMENT**

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SERVICES, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **MAGNA ADMINISTRATIVE SERVICES, INC.:**

(a) The representations and warranties made by **MAGNA ADMINISTRATIVE SERVICES, INC.** to **HANSWARD MANAGEMENT SERVICES, INC.** 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 **MAGNA ADMINISTRATIVE SERVICES, INC.** 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 **HANSWARD MANAGEMENT SERVICES, INC.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **HANSWARD MANAGEMENT SERVICES, INC.**

(b) **MAGNA ADMINISTRATIVE SERVICES, INC.** 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) **MAGNA ADMINISTRATIVE SERVICES, INC.** shall have delivered to **HANSWARD MANAGEMENT SERVICES, INC.** a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of **MAGNA ADMINISTRATIVE SERVICES, INC.** and certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

(d) No action or proceeding by any governmental body or agency shall have been

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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 **MAGNA ADMINISTRATIVE SERVICES, INC.** shall surrender their shares to the Secretary of the **HANSWARD MANAGEMENT SERVICES, INC.**

Shares

4.02. (a) The currently outstanding 7,500 shares of common stock of **HANSWARD MANAGEMENT SERVICES, INC.**, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

4.02 (b) Since the present shareholder of all of the shares of **MAGNA ADMINISTRATIVE SERVICES, INC.** is the present shareholder of all of the issued and outstanding shares of **HANSWARD MANAGEMENT SERVICES, INC.**, no further stock shall be issued.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been

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elected or appointed and qualified are:

- (a) Directors: RAFAEL ARIAS
 ROSA M. MENENDEZ

- (b) Officers: ROSA M. MENENDEZ - President
 RAFAEL ARIAS - Vice President, Secretary & Treasurer

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01. The bylaws of **HANSWARD MANAGEMENT SERVICES, INC.**, 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 law.

**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 on behalf of **MAGNA ADMINISTRATIVE SERVICES, INC.**, **HANSWARD MANAGEMENT SERVICES, INC.**, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the

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stockholders shall act as a waiver of any representation or warranty made under 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 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

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either constituent corporation.

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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 any 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. **MAGNA ADMINISTRATIVE SERVICES, INC.** 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. **MAGNA ADMINISTRATIVE SERVICES, INC.** 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

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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, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of **MAGNA ADMINISTRATIVE SERVICES, INC.**, to: 2600 Douglas Road, Suite #410, Coral Gables, FL 33134, or to such other person or address as **MAGNA ADMINISTRATIVE SERVICES, INC.** may from time to time request in writing.

(b) In the case of **HANSWARD MANAGEMENT SERVICES, INC.**, to: 2600 Douglas Road, Suite #410, Coral Gables, FL 33134, or to such other person or address as **HANSWARD MANAGEMENT SERVICES, INC.** may from time to time request in writing.

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, and enforced in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, this Agreement was executed on this 17th day of
December, 1997.

MAGNA ADMINISTRATIVE SERVICES, INC.

Rafael Arias
BY: Rafael Arias, President

ATTEST:

Rosa M. Menendez
Rosa M. Menendez
Secretary SEAL

HANSWARD MANAGEMENT SERVICES, INC.

Rosa M. Menendez
By: Rosa M. Menendez, President

ATTEST:

Rafael Arias
Rafael Arias
Secretary SEAL

This instrument was prepared by ROSARIO P. DUNCAN, P.A., whose
address is 1320 S. Dixie Highway, Sixth Floor, Coral Gables, FL 33146.

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