

BERMAN, KEAN & RIGUERA, P.A.
ATTORNEYS AT LAW

RICHARD E. BERMAN-
MICHAEL J. KEAN**
JOSE R. RIGUERA

2101 WEST COMMERCIAL BOULEVARD
SUITE 2800
FT. LAUDERDALE, FLORIDA 33309

OF COUNSEL

VINCENT J. ALTINO, P.A.
ROBERT S. FORMAN, P.A.
LILLIAN S. KACHMAR**

ANGEL ARMAS-
ORION G. CALLISON, III□
CRISTINA E. GROSCHEL
BRIAN J. MCCARTHY**+
ELENA WILDERMUTH***

TELEPHONE: (954) 735-0000
TELECOPIER: (954) 735-3636

.. Also Admitted NY Bar
** Also Admitted PA Bar
+ Also Admitted NJ Bar
□ Also Admitted AL Bar
.. Also Admitted IL Bar
*** L.L.M. in Taxation

January 31, 2006

Leonard Witte
Janney, Montgomery, Scott, LLC
4776 New Broad Street
Baldwin Park, Suite 195
Orlando, FL 32803

Via fax: (407) 515-6085

Re: Statement of Account for Frank Amodeo (the "Account")

Dear Mr. Witte:

This letter will confirm our conversation today regarding the above Account. Please consider this letter a supplement to my earlier letter of January 27, 2006.

At your request, and with the assistance of my client, I have reviewed the Account for the time frame from February 1, 2005 through December 31, 2005, with special reference to the larger transactions set forth in the Account. This letter will review the statements of Account on a monthly basis for those matters of consequence that you and I have discussed.

① February 2005: Deposit was made on February 16, 2005 in the amount of \$500,000.00. These funds were derived from AQMI Strategy, a company fully owned by Mr. Amodeo which paid to him a distribution for his consulting services.

March 2005: March 16, 2005. Deposit of \$70,000. This is a transfer of funds from Mr. Amodeo's banking relationship with AmSouth Bank.

March 22, 2005. \$500,000 payment to Richard Berman Trust. This represented a down payment on a real estate purchase in Orlando for Mr. Amodeo.

April 2005: Bishop Moore High School. Checks to this entity represent Mr. Amodeo's

daughter's school registration and testing fees.

St. John Vianney. Contribution towards purchases at school auction.
Please note that the Account activity for this month also includes various purchases at the Pottery Barn, thereby demonstrating use of the Account for both personal and business use.

May 2005: Datson Fence. \$5,665.00 payment for fence surrounding Mr. Amodeo's property.

Robert Pollack. \$6,500.00 Purchase of Orlando Magic Basketball tickets from Dr. Pollack to distribute to clients.

Quantum Delta Enterprises. \$9,500.00 represents shareholder loan to this wholly owned company. Please note that again there are personal items paid by Mr. Amodeo such as lawn care, bell south bill, Pottery Barn, medical bills, etc.

June 2005 June 14, 2005. Nexia Strategy deposit of \$40,000.00 represents payment of consulting fee to Mr. Amodeo from this entity. The checking activity for this month includes a check to Bishop Moore, his daughter's high school. What is shown on the statement as AVPE is a private investigation service hired by Mr. Amodeo in his position as a consultant.

June 13, 2005. Real Time Reporting payment for transcription of business meeting. Again there are traditional entries such as Pottery Barn and the Motor Vehicle Bureau.

July 2005 July 1, 2005. Reflects a deposit from Wellington Capital of \$55,435.94. Wellington is a wholly owned personal business of Mr. Amodeo.

July 1, 2005. Deposit of \$423,961.29 represents payment to Mr. Amodeo from AQMI Strategy for consulting fees. AQMI Strategy is a company wholly owned by Mr. Amodeo.

A check that month represented a donation to WMFE a public radio station, as well as MasterCard activity and Pottery Barn.

August 2005: August 17, 2005. Deposit from Wellington represents another distribution from the wholly owned entity to Mr. Amodeo.

August 26, 2005. \$300,000 from Quantum Delta represents another distribution from the wholly owned entity to Mr. Amodeo.

August 1, 2005. Check to Domani Motors for \$85,709.44 for the purchase of a Mercedes CLS 500 for Mr. Amodeo's use.

August 9, 2005. Check in the amount of \$75,000.00 represents the first distribution of funds on a secured line of credit up to \$5,000,000.00 extended to Matrix Alabama which later became known as Synex Corporation.

August 10, 2005. Check for \$7,500.00 payment to Austin Katts for attorneys fees.

August 17, 2005. \$5,000.00 check donation to the Pinecastle Little League.

August 22, 2005. \$300,000.00 payable to Matrix Alabama L/K/A Synex Corporation, an entity owned by Dr. Rama Inguva based on a secured line of credit up to \$5,000,000.00, as aforesaid.

September: September 2, 2005. Check to emergency physicians for \$272.00 as a result of Mr. Amodeo's daughter suffering athletic injury.

September 12, 2005. St. John Vianney School for \$5,000 donation to his daughter's former school, financing a trip for children to Cape Canaveral, Kennedy Space Center.

September 23, 2005. Charles Stuart for Congress political contribution of \$1,000.00

October: October 12, 2005. \$600,000.000 deposit from Wellington Capital, a distribution to Mr. Amodeo as its sole shareholder. Also note that on that same day he received a rebate from Circuit City for \$65.85 and a \$200.00 credit for returning a telephone.

October 24, 2005. Ed Allen \$10,000.00 personal loan.

October 26, 2005. Synex Corporation \$350,000.000 further advance on secured line of credit to Synex Corporation as set forth above.

November: November 16, 2005. Return of deposit from Cingular in the amount of \$588.00.

November 16, 2005. \$62.36 refund from Enterprise Leasing.
Deposit from Wellington Capital of \$250,000.00 a wholly owned company.

November 7, 2005. A check for \$100,000.00 to Wolf Hill for legal fees.

November 8, 2005. Lexus of Orlando for \$56,674.81 purchase of automobile.

November 8, 2005. \$3,487.48 purchase of extended warranty on said automobile.

November 10, 2005. Check to Living Hope International, a battered woman's shelter donation of \$25,000.00.

November 14, 2005. Check to Bishop Moore High School donation to school so that underprivileged children can attend same.

November 28, 2005. Synex corporation \$500,000.00 further advance on secured line of credit as set forth above.

December: December 7, 2005. Distribution from Wellington Capital to its sole shareholder, Mr. Amodeo in the amount \$1,050,000.000.

December 01, 2005. Check to Alenbik Fine of Georgia for legal fees in the amount \$21,000.00.

December 07, 2005. Check to Richard Berman in the amount of \$10,300.00 for reimbursement to the undersigned for sums that I advanced in New York City to purchase a Rolex watch as a birthday present for Frank's wife.

December 14, 2005. Check to The Closing Agent of \$50,000 for down payment of purchase of Orlando condominium investment.

It should be apparent that Mr. Amodeo utilized the Account for both business and personal purposes. He treated same as a typical checking or cash management account. Should you require any back up documentation in respect to any of these transactions please do not hesitate to contact the undersigned.

As I have advised you by telephone the accountants responsible for preparing Mr. Amodeo's 2005 tax return are located in Miami, Florida and is the firm of Rachlin, Cohen and Holtz. The principal in charge of the engagement is Laurie Holtz, CPC.

Thank you for your cooperation.

Very truly yours,
BERMAN, KEAN & RIGUERA, P.A.

Richard E. Berman

REB/ld

\\Server-01\\REBData\\Mirabilis Ventures\\1310-056\\Ltr (new ltrhd)\\12312.wpd

FRANK AMODEO
JANNEY MONTGOMERY SCOTT ACCOUNT # WN02 8449-3091

Background:

Frank Amodeo established account #WN 02 8449-3091 ("Account") at Janney Montgomery Scott in February, 2005 as an investment account . He has utilized the Account for a multiplicity of transactions including professional fees earned by him as consultant, purchase of his primary residence and vehicles, investment in stocks and real property, personal loans, charitable contributions and household expenses.

Mr. Amodeo's primary source of revenue is from consulting services provided to various entities including distressed businesses, due to his extensive experience in such matters. He provides such services through AQMI Strategy Corp. and Wellington Capital.

Sources of Funds:

Through 12/31/05, the Account received deposits totaling \$4,011,631. Primary sources are listed below:

AQMI Strategy Corp	\$ 923,961.00
Wellington Capital	2,455,435.94
Quantum Delta	300,000.00

Disbursements:

Through 12/31/05, disbursements totaled \$3,057,190. Excluding transfers for stock purchases, other significant disbursements are listed below:

Richard Berman trust (for primary residence)	\$ 500,000
Matrix Alabama / Synex	1,225,000
Domani Motors	85,709
Lexus of Orlando	60,162
Various charitable contributions	61,000

AQMI STRATEGY CORP. ("AQMI")

AQMI is an entity owned 100% by Frank Amodeo ("Amodeo") for the purpose of providing consulting services to various entities. To provide such services, AQMI retains various consultants and pays them professional fees.

In 2005, AQMI was retained by Presidion Solutions ("Presidion"), a subsidiary of Presidion Corporation, a publicly owned company. Presidion was in the PEO (Professional Employer Organization) business and approached AQMI to resolve its problems derived from its mismanagement that resulted in its owing substantial amounts to creditors, the IRS and others. In consideration of consulting services provided by Amodeo on behalf of AQMI, AQMI paid Amodeo professional fees, of which the following monies were deposited into the Account:

2/16/05	\$500,000.00
7/1/05	\$423,961.29

These fees will be appropriately reported on Amodeo's 2005 Form 1040 as consulting income.

In July 2005, Presidion was acquired by Wellington Capital. Subsequent to the acquisition, AQMI was replaced by Wellington Capital as consultant to Presidion.

WELLINGTON CAPITAL ("Wellington")

Wellington is an entity owned 100% by Frank Amodeo for the purpose of investing in, and effecting the turnaround of, distressed entities. Incidental to this objective, Wellington provides consulting services to acquired entities so they can be re-sold for a gain.

In the course of resolving Presidion's problems, Wellington acquired Presidion. Once in the effective control of Amodeo, the expense and cost structure of Presidion was improved so that Presidion became profitable. Presidion is now a valuable company in Wellington's portfolio.

In consideration of services provided, Wellington paid Amodeo professional fees, of which the following monies were deposited into this Account.

7/01/05	\$55,435.94
8/17/05	\$500,000.00
10/12/05	\$600,000.00
11/16/05	\$250,000.00
12/07/05	\$1,050,000.00

These fees will be appropriately reported on Amodeo's 2005 Form 1040 as consulting income.

MATRIX ALABAMA n/k/a SYNEX CORPORATION ("SYNEX")

SYNEX, formerly known as Matrix Alabama, is an entity owned 100% by Rama Inguva; Amodeo has no ownership interest in this entity. Amodeo and Inguva have a long-standing personal relationship.

In 2005, Inguva approached Amodeo to borrow funds to set up a data center operation for SYNEX in Huntsville, Alabama. Amodeo and Inguva executed a line of credit in the amount of \$5 million, a security agreement and a promissory note for the loan. Pursuant to this line of credit, Amodeo loaned the following monies from this Account to SYNEX in 2005.

8/09/05	\$75,000.00
8/22/05	\$300,000.00
10/26/05	\$350,000.00
11/28/05	\$500,000.00

JANUARY

2005

— Account opened in Feb '05 —

FEBRUARY

2005

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("Agreement"), dated as of October 18, 2004, is entered into between **PRESIDION SOLUTIONS INC.**, a Florida corporation ("PRESIDION"), and **AQMI STRATEGY CORPORATION**, a Florida corporation ("CONSULTANT").

WHEREAS, PRESIDION is in the professional employment and business process outsourcing business (the "Business");

WHEREAS, CONSULTANT is in the business of providing consulting services to companies such as PRESIDION and the Business; and

WHEREAS, PRESIDION and CONSULTANT desire to enter into an agreement pursuant to which PRESIDION will retain the services of CONSULTANT, and CONSULTANT will agree to furnish its services to PRESIDION for the provision of certain services for the Business (the "Engagement") as an independent contractor to PRESIDION.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual covenants and agreements contained herein, the parties agree as follows:

1. **PURPOSE OF ENGAGEMENT.**

(a) PRESIDION agrees to retain CONSULTANT to perform certain services in connection with the Engagement, and CONSULTANT agrees to furnish to PRESIDION such services on the terms and subject to the conditions set forth in this Agreement, all as detailed in addendums to this Agreement executed by both parties from time to time for each individual project (individually, an "Addendum", and collectively, the "Addendums") for services, fees and reimbursable expenses in the form similar to the attached Exhibit "A" (the "Services"). Once an Addendum is executed, the scope of the Services may only be modified upon the mutual



written agreement of the parties by revising the Services specified in the Addendum, which shall continue to be governed by the provisions of this Agreement. In performing the Services, CONSULTANT agrees to provide its own resources, personnel and other materials at its own expense, unless otherwise set forth in the Addendum. PRESIDION may make its facilities, equipment and personnel available to CONSULTANT to the extent necessary to perform the Services as the parties may mutually agree. It is expressly understood that CONSULTANT is an independent contractor of PRESIDION and that CONSULTANT shall use its professional discretion in determining the best means by which to perform the Services.

2. **TERM.** The term of this Agreement shall begin on the date hereof and shall continue until September 30, 2009.

3. **CONSULTANT'S COMPENSATION.** During the term of this Agreement, PRESIDION agrees to compensate CONSULTANT, to the extent set forth in each Addendum, in the amounts and at the times identified in such Addendum (the "Compensation").

Payments shall be mailed to:

AQMI Strategy Corporation
2875 South Orange Avenue
Suite 500
Orlando, Florida 32806

Attention: Frank Amodeo

4. **OWNERSHIP OF MATERIALS RELATED TO SERVICES.** The parties agree that all ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable material and other tangible and intangible materials authored, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by CONSULTANT in the course of providing the Services (collectively, the "Works"), are the sole and exclusive property of PRESIDION and shall be considered works made for hire. In the event

any such Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, CONSULTANT hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such Works to PRESIDION, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights. If CONSULTANT has any rights to the Works that cannot be assigned to PRESIDION in accordance with the foregoing, CONSULTANT unconditionally and irrevocably: (1) waives the enforcement of such rights; and (2) grants to PRESIDION during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, royalty-free license to reproduce, create derivative works of, distribute, publicly perform and publicly display such Works, by all means now known or later developed, with the right to sublicense such rights through multiple levels of sub licensees. CONSULTANT agrees to render all reasonably required assistance to PRESIDION to protect PRESIDION's rights herein above described. In the event that PRESIDION is unable to secure CONSULTANT's signature on any documents deemed necessary by PRESIDION to carry out the purposes of this paragraph, CONSULTANT hereby irrevocably designates and appoints PRESIDION or its designee(s) as CONSULTANT's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in CONSULTANT's behalf to execute, verify and file any such documents.

5. **COMPLIANCE WITH PRESIDION POLICIES AND BUDGETS.**

CONSULTANT agrees to perform the Services to the best of CONSULTANT's abilities in accordance with PRESIDION's policies and applicable timetables. CONSULTANT's personnel performing the Services on PRESIDION's premises shall comply with PRESIDION's rules and regulations. Without limiting the foregoing, CONSULTANT shall perform the Services in a timely and professional manner in accordance with applicable professional standards.

Handwritten signature and initials, possibly "JPH", in the bottom right corner.

6. **CONSULTANT'S WARRANTIES.** CONSULTANT warrants that:

(a) CONSULTANT's performance of the Services called for by this Agreement, including without limitation, the development and delivery of the Works, does not and shall not violate: (1) any applicable law, rule, or regulation; (2) any contracts with third parties; (3) or any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right; and

(b) CONSULTANT has full authority and sufficient right, title, and interest in and to the Works, to grant and convey the rights accorded to PRESIDION under Paragraph 4 hereof;

7. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other in the event the other party breaches a material term of this Agreement or an Addendum and fails to cure such breach within the thirty (30) day period.

8. **INDEMNIFICATION.** CONSULTANT hereby agrees to indemnify, defend and hold harmless PRESIDION and any partner, principal, employee or agent thereof (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against any Indemnified Party for (a) personal injury or property damage to the extent such Liabilities arise out of or result from the negligence or willful misconduct of CONSULTANT; or (b) the obligations of CONSULTANT under this Agreement or their breach. PRESIDION shall promptly notify CONSULTANT of any third party claim subject to indemnification hereunder and CONSULTANT shall, at PRESIDION's option, conduct the

A handwritten signature and initials, possibly "Abe", are written in the bottom right corner of the page.

defense or settlement of any such third party claim at CONSULTANT's sole expense and PRESIDION shall cooperate with CONSULTANT in connection therewith.

9. **EXCLUSIVITY**. During the term of this Agreement, PRESIDION agrees that it will not engage the services of any other individual or company that competes with CONSULTANT or offers services similar to those offered by CONSULTANT, and any such engagement shall be considered a breach of this Agreement.

10. **PRESIDION CONFIDENTIAL INFORMATION**. All information, documents, reports, data, records, forms and other materials developed by CONSULTANT for PRESIDION or obtained by or disclosed to CONSULTANT in the course of performing any Services (including, but not limited to, PRESIDION's company records) are the proprietary, confidential and trade secret information of PRESIDION. CONSULTANT will deliver to PRESIDION all tangible forms of such proprietary confidential and trade secret information and all copies thereof (and all other property obtained from or through PRESIDION) when PRESIDION requests the same, or immediately upon termination of this Agreement, whichever occurs earlier. CONSULTANT agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold PRESIDION's proprietary, confidential and trade secret information in trust and confidence. CONSULTANT shall not use or disclose to any person, firm or entity any proprietary, confidential or trade secret information of PRESIDION, without PRESIDION's express, prior written permission.

11. **INDEPENDENT CONTRACTOR**. CONSULTANT agrees that CONSULTANT's relationship with PRESIDION is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. No CONSULTANT employee or agent will be entitled to any of the benefits which PRESIDION may make available to its employees, such as group insurance,



profit-sharing, or retirement benefits. CONSULTANT shall be solely responsible for complying with all applicable local, state and federal laws governing self-employed individuals, including but not limited to obligations such as payment of federal, state and local taxes, social security, disability and other contributions attributable to the rendition of Services hereunder to PRESIDION. CONSULTANT shall indemnify, hold harmless and defend PRESIDION from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any governmental entity, including but not limited to the Internal Revenue Service or any state taxing authority, arising out of CONSULTANT's alleged failure to pay such taxes or make such contributions. Nothing in this Agreement shall be deemed to constitute CONSULTANT or PRESIDION the agent of the other. Neither CONSULTANT nor PRESIDION shall be or become liable or bound by any representation, act or omission whatsoever of the other.

12. **ASSIGNABILITY**. CONSULTANT shall not assign, subcontract or transfer this Agreement or CONSULTANT's obligations without PRESIDION's express, prior written permission.

13. **NOTICES**. All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing.

If to PRESIDION: Presidion Solutions, Inc.
 755 W. Big Beaver
 Suite 1700
 Troy, MI 48084

Handwritten signature and initials in the bottom right corner of the page.

Attention: Mr. Craig Vanderburg

If to CONSULTANT:

AQMI Strategy Corporation
2875 South Orange Avenue
Suite 500
Orlando, Florida 32806

Attention: Frank Amodeo

14. **SEVERABILITY**. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof.

16. **INTEGRATION**. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

17. **INSURANCE**. Throughout the term of this Agreement, CONSULTANT shall maintain workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) for bodily injury, property damage or other losses resulting from CONSULTANT's obligations under this Agreement. CONSULTANT agrees to provide PRESIDION with Certificates of Insurance or

A handwritten signature in black ink, appearing to be 'JH' or similar, located in the bottom right corner of the page.

self-insurance evidencing the above coverage and shall provide PRESIDION with prompt written notice of any material change.

18. **SURVIVAL**. Paragraphs 5, 8, 10, 12, 13, 17, 19 and 20 shall survive the expiration or earlier termination of this Agreement.

19. **ATTORNEY'S FEES**. In the event any litigation, arbitration, or controversy between the parties hereto arises out of or in connection with this Agreement, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate proceedings or post-judgment collection proceedings.

20. **ENFORCEMENT**. In the event that any dispute shall occur or any questions shall arise between the parties hereto as to the interpretation of any of the provisions hereof which cannot be resolved by their agreement, then the determination of such dispute shall be first submitted to non-binding mediation, and shall thereafter be resolved by arbitration as provided in this Paragraph 20, and the arbitrators' decision shall be final and binding as between the parties and shall not be subject to appeal. Judgment may be entered on any final, un-appealable arbitration award by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, in the event any party desires to enforce any provision of this Agreement by injunction or specific performance, or to obtain other equitable relief, such party may seek such relief by commencing a proceeding in a trial court located in Orange County, Florida and shall not be required to arbitrate such dispute. Any arbitration to be carried out under this Paragraph 20 shall be subject to the following provisions:

- (a) The party desiring arbitration shall nominate an arbitrator and shall notify the other parties of such nomination. The notice shall set forth a brief description of the matter submitted for arbitration and, if appropriate, the section or clause hereof

pursuant to which such matter is so submitted. The other parties shall, no later than thirty (30) days after receipt of such notice, collectively nominate an arbitrator, and the two (2) arbitrators shall select a third arbitrator (hereinafter called the "Chairman") to act jointly with them (the two arbitrators and the said Chairman collectively hereafter being called the "Arbitrators"). If the Arbitrators shall be unable to agree on the selection of such Chairman, the Chairman shall be designated by a judge of the applicable Florida Court in Orange County in upon an application by any party. The arbitration shall take place in Orlando, Florida and the Chairman shall fix the time and place for the purpose of hearing such evidence and representations as the parties hereto may present and, subject to the provisions hereof, the decision of the Arbitrators in writing shall be binding upon the parties both in respect to procedure and the conduct of the parties during the arbitration procedure and the final determination of the issues therein. The Arbitrators shall be instructed that time is of the essence in proceeding with their determination of the issue or issues at hand. The Arbitrators shall, after hearing any evidence and representations that the parties may submit, render a decision and reduce the same to writing and deliver one (1) copy thereof to each of the parties. The Arbitrator's decisions shall be in the form of approving one or the other of the party's settlement offers with respect to such dispute, as delivered most recently before commencement of the arbitration proceeding, without compromise. The majority of the Arbitrators may determine any matters of procedure for the arbitration not specified herein.

- (b) If the parties receiving notice of the nomination of an Arbitrator by the party desiring arbitration fail within the said thirty (30) days to nominate an Arbitrator, the Arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he or she shall think fit, and his or her decision shall, subject to the provisions hereof, be binding upon the parties.
- (c) To the fullest extent permitted by applicable law, any controversy concerning whether a dispute is an arbitrable dispute or as to the interpretation or enforceability of this Paragraph 20 shall be determined by the Arbitrators. The arbitration proceedings, as well as the fact such proceedings occur, shall be kept confidential by the parties hereto and may only be disclosed to their personal representatives and legal, accounting and other professional advisors or as required by

law and insofar as is necessary to confirm, correct, vacate or enforce the award. In the event of a breach of this provision, the Arbitrators are expressly authorized to assess damages and each of the parties hereto consents to the expansion of the scope of arbitration for such purpose. The pendency of any arbitration under this Paragraph 20 shall not relieve any party hereto of obligations under this Agreement or any of the other agreements related to the transaction contemplated by this Agreement. The designation of a situs or a governing law for this Agreement or the arbitration shall not be deemed an election to preclude application of the *Federal Arbitration Act* if it would be applicable.

- (d) Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree.
- (e) Regarding attorneys' fees for actions or proceedings brought in any arbitration, the attorneys' fees incurred in connection with arbitration shall be apportioned among the parties to the arbitration as the Arbitrators may determine. The fees and other expenses of the arbitration shall be borne equally by PRESIDION and CONSULTANT if they are the sole parties to the arbitration, unless the Arbitrators determine otherwise. No party to the arbitration may seek, and the arbitrators shall not award, consequential, punitive or exemplary damages.

IN WITNESS WHEREOF, the parties hereto have caused to be signed by their duly authorized representatives, as of the day and year first above mentioned.

PRESIDION SOLUTIONS, INC.

By: 

Craig Vanderburg

Its: CEO

AQMI STRATEGY CORPORATION

By: 

Frank Amodeo

Its: President

EXHIBIT A

ADDENDUM TO CONSULTANT AGREEMENT

This Addendum to Consultant Agreement is made and entered into this ____ day of _____, 200_, between **PRESIDION SOLUTIONS INC.**, a Florida corporation ("PRESIDION"), and **AQMI STRATEGY CORPORATION, INC.**, a Florida corporation ("CONSULTANT").

WITNESSETH:

WHEREAS, PRESIDION entered into a Consultant Agreement with CONSULTANT for certain services, dated October _____, 2004, a copy of which is attached hereto and made a part hereof (the "Consultant Agreement");

WHEREAS, the Consultant Agreement provides that an Addendum shall be executed to provide for the specific Services, Fees and Reimbursable Expenses for each individual project for the Engagement; and

WHEREAS, the parties desire that this document serve as the Addendum for the Consultant Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. SERVICES TO BE PROVIDED. CONSULTANT shall provide the following Services for the following individual project (the "Project"):

As certain services are in the nature of intellectual property and once disseminated are not recoverable nor can value bestowed actually be quantified if Presidion terminates this contract after AQMI has publicized AQMI's strategy.

2. FEE PAYABLE. The fee for the Project shall be as follows:

Both parties agree \$500,000 plus initial \$150,000 is minimum damages. Any fees paid to such date or separately set aside will be considered earned for services rendered and not applied to the \$500,000.

3. REIMBURSABLE EXPENSES. The following reimbursable expenses are associated with the Project, and shall be payable to CONSULTANT upon substantiated invoices or receipts:

4. FORCE AND EFFECT. Except as set forth above, all terms and obligations of PRESIDION and CONSULTANT as set forth in the Consultant Agreement shall remain in full force and effect. Any terms not otherwise defined herein shall have the same meaning as in the Consultant Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed the day and year first above written.

PRESIDION SOLUTIONS, INC.

By: _____
Craig Vanderburg
Its: CEO

AQMI STRATEGY CORPORATION

By: _____
Frank Amodeo
Its: President

MARCH

2005

BERMAN, KEAN & RIGUERA, P.A.

2101 West Commercial Boulevard

Suite 2800

Fort Lauderdale, Florida 33309

Telephone (954) 735-0000

Telecopier (954) 735-3636

F A C S I M I L E T R A N S M I S S I O N

DATE: February 1, 2006

SEND TO: Shane Williams
Nexia Strategy

FAX NO.: 407.426.9191

FROM: Michelle Berman
Administrative Assistant

RE: Richard E. Berman Request

OUR FILE NO.: Mirabilis

TOTAL PAGES, INCLUDING THIS COVER SHEET: 5

IF THERE ARE ANY PROBLEMS IN RECEIVING, PLEASE CALL: MichelleBerman

This facsimile contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the addressee(s) named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify the sender above by telephone (collect call if necessary) and return the original facsimile to us at the above address via the U.S. Mail. Thank you.

COMMENTS: Shane, Please give these to Richard a.s.a.p. Thanks so much. Michelle

Journals Listing

Account No. 1011 Matter ID: 1310-011

Entry	Date	Account Billing/Payee/Description	Check	Reference No.	Debit	Credit
-------	------	--------------------------------------	-------	---------------	-------	--------

Billing Company:

Memo: Amodeo escrow funds

Client Sort: Mirabilis Ventures

Matter Description (First Line): Purchase of Orlando Property

3787	4/1/2005	1011	1stSouthernBankTrust	013		
			Robert S. Forman, P.A. Trust Account			39,568.86
					0.00	39,568.86
					0.00	39,568.86
					0.00	39,568.86

Memo: Earnest money deposit

Client Sort: Mirabilis Ventures

Matter Description (First Line): Purchase of Orlando Property

3346	2/14/2005	1011	1stSouthernBankTrust		100,000.00	
			Ck #1003 from Frank L. Amodeo		100,000.00	0.00
					100,000.00	0.00
					100,000.00	0.00

Memo: Orlando property purchase

Client Sort: Mirabilis Ventures

Matter Description (First Line): Purchase of Orlando Property

3624	3/15/2005	1011	1stSouthernBankTrust			
			Ck #1013 Frank L. Amodeo		900,000.00	
3683	3/21/2005	1011	1stSouthernBankTrust			
			Ck #102 Frank L. Amodeo		500,000.00	
					1,400,000.00	0.00
					1,400,000.00	0.00
					1,400,000.00	0.00

Memo: Wire re payoff

Client Sort: Mirabilis Ventures

Matter Description (First Line): Purchase of Orlando Property

3785	4/1/2005	1011	1stSouthernBankTrust	8333		
			Honeymoon Row, LLC			1,309,891.76
3786	4/1/2005	1011	1stSouthernBankTrust	8333		
			Honeymoon Row, LLC			150,539.38

2/1/2006 3:31 PM

Page: 1

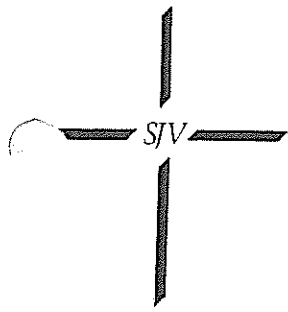
Journals Listing

Account No. 1011 Matter ID: 1310-011

Entry	Date	Account Billing/Payee/Description	Check	Reference No.	Debit	Credit
					0.00	1,460,431.14
					0.00	1,460,431.14
					0.00	1,460,431.14
					1,500,000.00	1,500,000.00
					1,500,000.00	1,500,000.00

APRIL

2005



Saint John Vianney School

January 20, 2005

Mr. Frank Amodeo
Orlando, FL 32811

Re: Your 2005 Charitable Donation

Dear Mr. Frank Amodeo

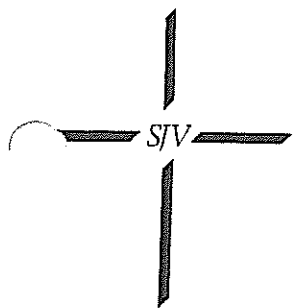
This will acknowledge our receipt of your donation of \$17,500. We are grateful for your generosity.

This will further acknowledge that our organization has not repaid your gift donation with goods or services and that we have records to substantiate the dollar amount of your donation.

Our **Taxpayer ID number** is 58-12-099626-57C.

Yours very truly,

Sister Elizabeth Murphy
Principal



Saint John Vianney School

June 14, 2005

Mr. and Mrs. Frank Amodeo
478 E. Altamonte Drive, Ste. 108
Altamonte Springs, FL 32701

Re: **Your 2005 Charitable Donation to SJV School**

Dear Mr. and Mrs. Amodeo,

Thank you for your generous contribution of \$350 as a part of "Sister Elizabeth's 2005 Wish List". Your donation will certainly help to enhance our curriculum and facilities.

The Saint John Vianney School community is kind and generous. We are working together to realize dreams and focus on the future.

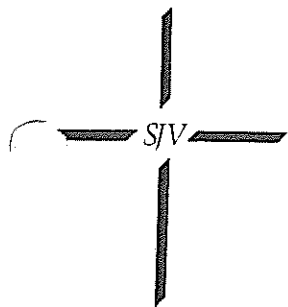
Thank you again for making a wish come true! Please accept my wishes to you and your family for a relaxing and enjoyable summer.

Sincerely,

Sister Elizabeth Murphy

Sister Elizabeth Murphy, O.S.F.
Principal

Note: Saint John Vianney's Tax ID number is 59-2918374. This further acknowledges that our organization has not repaid your gift donation with goods or services and that we have records to substantiate the amount of your donation.



Saint John Vianney School

January 20, 2005

Mr. Frank Amodeo
Orlando, FL

Dear Frank,

Peace and all good!

Thank you for your generous donation to our school. I am sure that the 8th graders will enjoy their trip to the Kennedy Space Center. It will be a wonderful learning experience.

Your gift will also help our students with tuition assistance. Many parents wish to send their children to our school, but find it very difficult to afford the payments.

Blessings on you and your intentions. May God keep you in His love and care.

In Jesus,

Sr. Elizabeth

MAY

2005



Proposal - Contract

5524 Clarcona-Ocoee Road • Orlando, FL 32810
(Bus.) 407-297-8329 • 407-297-7649 • Fax 407-297-0188
www.datsonfence.com

<input type="checkbox"/> GATE OPERATOR	<input type="checkbox"/> ALUMINUM
<input type="checkbox"/> WOOD	<input type="checkbox"/> VINYL CL.
<input type="checkbox"/> CHAIN LINK	<input type="checkbox"/> PVC
<input type="checkbox"/> REPAIR	<input type="checkbox"/>
POSTS	
IN / OUT / IN-LINE	
WALK GATES	DRIVE GATES
ROLL GATES	LATCH TYPE
<input type="checkbox"/> WOOD <input type="checkbox"/> PVC	
LENGTH	HEIGHT
TYPE	STYLE
PICKET SIZE	STRINGER
TYPE TOP	
<input type="checkbox"/>	<input type="checkbox"/> POINTED
<input type="checkbox"/>	<input type="checkbox"/> FLAT TOP
<input type="checkbox"/>	<input type="checkbox"/> OTHER
CHAIN LINK	
LENGTH	HEIGHT
GAUGE	
(1 1 2)	9 6
DIAM. TOP RAIL	DIAM. GATE FRAME
TOT VINYL SYS <input type="checkbox"/>	VINYL COLOR
VINYL WIRE ONLY <input type="checkbox"/>	
DIAM. TERM POST	DIAM. TERM POST
GAGE FRAMEWORK	
BARBED WIRE	
STRANDS 0 3 6	BARB ARMS IN OUT VERT.
<input type="checkbox"/> ALUMINUM	<input type="checkbox"/> STEEL
LENGTH	HEIGHT
STYLE	COLOR
SCREWS IN OUT	RESIDENTIAL EXTRA COMMERCIAL
TAKE DOWN	
LENGTH	HEIGHT
<input type="checkbox"/> LEAVE ON JOB	JOB CONDITIONS
<input type="checkbox"/> GOES TO DP	
<input type="checkbox"/> GOES TO DUMP	
SEE DRAWINGS ON BACK	
<input type="checkbox"/> TO RESET TOP STRAIGHT	
<input type="checkbox"/> TOP OF FENCE TO FOLLOW GROUND	
Note: Company not responsible for any underground sprinkler lines.	

CUSTOMER <u>Frank Amodeo</u>		PARCEL#	SUBDIVISION	LOT#
STREET <u>709 Euclid Ave.</u>		BLOCK#	LOT SIZE	UNIT#
CITY <u>Orlando</u>	STATE <u>FL</u>	ZIP <u>32801</u>	CITY	STATE ZIP
JOBSITE LOCATION		STREET	CITY	PHONE
HOME PHONE	OFFICE	FAX <u>390-8119</u>	CELL <u>FAX</u>	PAGER

REAR 426-9191

2 - 10 watt Solar panel w/ bracket
installed on existing equipment
(Solar panel Batt. charger)

No Warranty on Pressure Treated Pine from Warping

☐ VISA ☐ MASTERCARD ☐ DISCOVER
☐ FINANCE ☐ 90 DAY SAME AS CASH ☐ CHECK

TOTAL PRICE INCLUDES:
☒ MATERIAL ☐ TEAR-OUT & HAUL
☒ LABOR ☐ PERMIT

☒ CHECK HERE IF CUSTOMER IS ACCEPTING RESPONSIBILITY FOR
GETTING PERMITS AND ANY RELATED FEES, FINES, ETC.

BALANCE MUST BE PAID TO CREW WHEN JOB IS COMPLETE

PLEASE READ AND BE SURE YOU UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE BEFORE SIGNING THIS CONTRACT. MANY OF THEM WILL BE IMPORTANT TO YOU.

By signing this proposal, Customer is authorizing Datson Fence to do the proposed work, and is accepting the prices and specifications shown above, and Datson Fence's standard terms 1-15 which may be on the reverse side, attached, or not attached. Customer may request a copy of terms 1-15 by calling Datson Fence. Upon acceptance and signing by Customer, this becomes a binding contract.

Note: This proposal is valid for 30 days.

Authorized Signature [Signature] Date 9-12-05

Customer Signature [Signature] Date 9-14-05

***DID YOU RECEIVE WARRANTY PAPERWORK?

Print Name Frank Amodeo
Clearly

Total	<u>654.15</u>
50% Deposit	
Balance	

☐ Repeat Customer

☐ Yellow Pages

☐ Referral

☐ Other

Datson Fence, Inc.

5524 Clarcona-Ocoee Rd.

Orlando, FL 32810

Ph: 407-297-8329

Fax: 407-297-0188

Invoice

Date	Invoice #
9/16/2005	3489

Bill To
Amadao, Frank 709 Euclid Ave Orlando, FL 32801

Ship To

Terms	Due Date	Rep	Via	LOCATES NO#	CREW
	9/16/2005	RB			

Quantity	Item Code	Description	Price Each	Amount
1	Installation	Install (2) 10 watt solar panel with bracket installed on existing equipment	654.15	654.15
		Sales Tax	6.50%	0.00
Thank you for your business.			Total	\$654.15
			Balance Due	\$654.15

Tessah Ivey

From: Medarb2004@aol.com
Sent: Friday, March 18, 2005 12:06 AM
To: tessah@matrixnetwork.net
Subject: I don't know if you got this.
Attachments: fence price breakdown 3-17.tif

Hi,

Here is the cost breakdown for the fence.

Claire

Claire Suzanne Holland, Esq.



2004 UN Volunteer of the Year
"Rule of Law at home and abroad"

Attorney/Dispute Resolution Professional
International Development Consultant
Tel: 800-673-6675
Pager: 888-521-3675
medarb2004@aol.com
<http://www.medarbintl.com/>

Privileged and Confidential

The interception, use, or disclosure of the information transmitted in this communication by persons other than the addressee(s) is prohibited by law and is subject to criminal and civil penalties. If you have received this communication in error, please call the sender at 800-673-6675, and if calling from outside the United States, call (407) 855-0055 to bring the error to the sender's attention.

2/2/2006

STYLE RESORT HOMES, INC.

3251 SUNRISE WALK
KISSIMMEE, FL 34747

FACSIMILE TRANSMITTAL SHEET

TO:

Claire

FROM:

Drew

COMPANY:

DATE:

FAX NUMBER:

TOTAL NO. OF PAGES INCLUDING COVER:

2

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

(407)396-8116

RE:

Euclid Force

SENDER'S FAX NUMBER:

(407)390-8119

URGENT

☐ FOR REVIEW☐ PLEASE COMMENT☐ PLEASE REPLY☐ PLEASE RECYCLE

NOTES/COMMENTS:

Here is the breakdown of the
cost. Any ques just call

DATSON FENCE CO.

5524 CLARCONA-OCOEER ROAD
ORLANDO, FLORIDA 32810
www.datsonfence.com

Telephone 407-287-8329 / 287-7649
Fax 407-287-0188

2 - operator swing for single Gate
 $1450.00 \times 2 = 2900.00$

2 - Free EXIT Loop
 $300 EA \times 2 = 600.00$

2 - AKI keypads ~~00PP~~ - 040-102
480 codes capable
 $265 EA \times 2 = 530.00$

2 - 24 Volt RECEIVERS
 $68 EA \times 2 = 136.00$

4 - Multi 2 button
Transponder
 $29.50 EA \times 4 = 118.00$

2 - Gooseneck Arm
For Keypads
 $140 EA \times 2 = 280.00$

Gate opener

MATERIAL

includes wire
HARNESSES & metal
Gate Frame Upgrade

4564.00

+ Labor

= 5400.00

RW Buzina
RW Buzina
Datson Fence

5524 Clarcona-Ocoee Road
Orlando, FL 32810
Tel: 407-297-8329 Fax: 407-297-0188

DATSON FENCE CO.

Fax

To: *Tessa*

From: *Lisa Knight*

Fax: *426-9191*

Pages: *2*

Phone:

Date: *10/12/05*

Re:

CC:

☐ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

• Comments:

*Rich - will be by today to pick up.
Check.*

*Thank you
Lisa*

5524 Clarcona-Ocoee Road
Orlando, FL 32810
Tel: 407-297-8329 Fax: 407-297-0188

DATSON FENCE CO.

Fax

To: Tessa From: Lisa Wright
Fax: 426-9191 Pages: 2
Phone: _____ Date: 10/12/05
Re: _____ CC: _____
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

* Comments:

Rich. will be by today to pick up.
Check.

Thank you
Lisa

Datson Fence, Inc.

5524 Clarcona-Ocoee Rd.
Orlando, FL 32810
Ph: 407-297-8329
Fax: 407-297-0188

Invoice

Date	Invoice #
9/16/2005	3489

Bill To
Amadao, Frank 709 Euclid Ave Orlando, FL 32801

Ship To

Terms	Due Date	Rep	Via	LOCATES NO#	CREW
	9/16/2005	RB			

Quantity	Item Code	Description	Price Each	Amount
1	Installation	Install (2) 10 watt solar panel with bracket installed on existing equipment	654.15	654.15
		Sales Tax	6.50%	0.00

Thank you for your business.

Total \$654.15

Balance Due \$654.15

Datson Fence, Inc.

5524 Clarcona-Ocoee Rd.

Orlando, FL 32810

Ph: 407-297-8329

Fax: 407-297-0188

Invoice

Date	Invoice #
9/16/2005	3489

Bill To
Amadao, Frank 709 Euclid Ave Orlando, FL 32801

Ship To

Terms	Due Date	Rep	Via	LOCATES NO#	CREW
	9/16/2005	RB			

Quantity	Item Code	Description	Price Each	Amount
1	Installation	Install (2) 10 watt solar panel with bracket installed on existing equipment	654.15	654.15
		Sales Tax	6.50%	0.00

Thank you for your business.

Total	\$654.15
--------------	----------

Balance Due	\$654.15
--------------------	----------

JUNE

2005

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

1.800.432.1000
www.bankofamerica.com



H

Page 1 of 3
Account Number: 0055 0277 8055
EO P 0A Enclosures 0 64
Statement Period
06/01/05 through 06/30/05 0765714



01075 001 SCM999 I1 0

NEXIA STRATEGY CORPORATION
20 N ORANGE AVE STE 1400
ORLANDO FL 32801-4601

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking**Account Summary Information**

Statement Period	06/01/05 through 06/30/05	Statement Beginning Balance	420.00
Number of Deposits/Credits	4	Amount of Deposits/Credits	881,500.00
Number of Withdrawals/Debits	28	Amount of Withdrawals/Debits	706,171.02
Number of Deposited Items	3	Statement Ending Balance	175,748.98
Number of Enclosures	0	Average Ledger Balance	225,807.68
Number of Days in Cycle	30	Service Charge	0.00

Deposits and Credits

Date Posted	Amount	Description	Bank Reference
06/13	700,000.00	Wire Type:Wire IN Date: 050613 Time:1342 Et Trn:2005061300110307 Seq:7210/000014 Orig:Persidion Solutions, Inc ID:7210 Snd Bk:First Southern Bank ID:067012895	903706130110307
06/15	5,000.00	Counter Credit	813105740573400
06/23	26,500.00	Deposit	813105740642795
06/24	150,000.00	Deposit	813105740143783

Withdrawals and Debits**Checks**

Check Number	Amount	Date Posted	Bank Reference	Check Number	Amount	Date Posted	Bank Reference
1001	40,000.00	06/15	813106740658801	1006	3,500.00	06/28	813106540785456
1002	5,000.00	06/21	813105541567806	1008 *	35,000.00	06/29	813009040763392
1003	750.00	06/23	813106540405872	1009	2,500.00	06/24	813106640685304
1004	25,000.00	06/23	813105541712551	1010	3,000.00	06/27	813106640467932
1005	8,000.00	06/28	813106540778506				

* Preceding check (or checks) is outstanding, is included in summary listing, or has been included in a previous statement.

Business Economy Checking

Withdrawals and Debits - Continued

Other Debits

Date Posted	Amount	Description	Bank Reference
06/13	150,000.00	Wire Type:Wire Out Date:050613 Time:1705 Et Trn:2005061300148346 Service Ref:002164 Bnf:Mirabilis Ventures, Inc ID:066892216 Bnf Bk:Br Emer Bank, N.A. ID:096010415 Related Ref:010506130 06357Nn	903706130148346
06/13	100,000.00	Wire Type:Wire Out Date:050613 Time:1705 Et Trn:2005061300148456 Service Ref:002185 Bnf:Margan Stanley Beneficiary ID:40611172 Bnf Bk:C Itibank N A ID:021000089 Related Ref:0105061300647 6Nn	903706130148456
06/13	3,500.00	Wire Type:Wire Out Date:050613 Time:1705 Et Trn:2005061300148698 Service Ref:002262 Bnf:Venture Resources, Inc ID:1000019194 Bnf Bk:Go Ld Bank ID:101102315 Related Ref:01050613006609Nn	903706130148698
06/13	20.00	Wire Transfer Fee	903706130009686
06/13	20.00	Wire Transfer Fee	903706130009667
06/13	20.00	Wire Transfer Fee	903706130009656
06/13	10.00	Wire Transfer Fee	903706130027497
06/15	22,000.00	FL Tlr transfer to Chk 6989 Banking Ctr Downtown Orlando #0001025 FL Confirmation# 8863050423	957506157519707
06/27	10,000.00	Wire Type:Wire Out Date:050627 Time:0936 Et Trn:2005062700078989 Service Ref:000720 Bnf:Arkansas Tractor Co. ID:801489206 Bnf Bk:Citiz Ens Bank & Trust C ID:082901017	903706270078989
06/27	296,032.38	Online Banking transfer to Sav 7842 Confirmation# 9898779962	957206277531008
06/27	20.00	Wire Transfer Fee	903706270003970
Card Account # 4635 7600 0638 8577:			
06/23	479.00	CheckCard 0622 Express/Alliance	929906220143664
06/23	280.62	CheckCard 0621 The Bohem Restaurant	929906210432885
06/23	46.50	CheckCard 0621 Cookies By Design 135	929906210428497
06/23	44.05	CheckCard 0622 The Breakfast Club	929906221402359
06/24	66.57	CheckCard 0622 Capital Connection	929906220730374
06/27	64.04	CheckCard 0622 Room 39	929906220421236
06/28	779.31	CheckCard 0626 Dell Catalog Sales, L.P	929906260248806
06/30	38.55	CheckCard 0628 Denny'S #7464	929906280004714
Subtotal	1,798.64		

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
06/01	420.00	06/23	384,749.83	06/29	175,787.53
06/13	446,850.00	06/24	532,183.26	06/30	175,748.98
06/15	389,850.00	06/27	223,066.84		
06/21	384,850.00	06/28	210,787.53		

Business Economy Checking

Message Center

Want to take advantage of rising rates? Open an Opt-Up CD and you could increase your rate one time during the term! Or, select from a range of CD terms that offer competitive interest rates. For details, visit your local banking center today.

It's time to reward yourself for all of your hard work-With the new Bank of America Power Rewards Platinum Visa Business Card with no annual fee. For more information or to apply, meet with a small business expert at your neighborhood Bank of America or call 1.800.360.5080. Or, apply online at www.bankofamerica.com/businesscard.

Did you know that there is an alternative to getting your paper checks back each month? With our Check Safekeeping service, we store copies of cancelled checks for seven years and do not return them with your statement. And, our Online Banking service allows you to view and print copies of checks that posted to your account within the past 90 days.

Beginning August 1, 2005, there will be a \$3 fee for each statement cycle during which you have one or more cancelled checks returned with your statement. To avoid this fee, please contact your banking representative or call the customer service number on this statement to sign up for our Check Safekeeping service.

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
4. This is your **NEW ACCOUNT REGISTER BALANCE** \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here \$ _____
2. Add any deposits not shown on this statement \$ _____
3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals **SUBTOTAL** \$ _____

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

Important Information

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America, N.A. Member FDIC and  Equal Housing Lender

Thank You for Choosing Bank of America

JULY

2005

WELLINGTON CAPITAL ("Wellington")

Wellington is an entity owned 100% by Frank Amodeo for the purpose of investing in, and effecting the turnaround of, distressed entities. Incidental to this objective, Wellington provides consulting services to acquired entities so they can be re-sold for a gain.

In 2005, Wellington acquired Presidion Solutions, which was severely distressed. Wellington Capital, utilizing the services of Frank Amodeo and other consultants, provided specialized consulting and insolvency advisory services to Presidion, including negotiations with creditor entities and restructuring/discharge of debt. In consideration of such services provided, Wellington paid its consultants, including payments totaling \$2,400,000 to Amodeo in 2005. Of this amount, the following monies were deposited into this Account.

7/01/05	\$55,435.94
8/17/05	\$500,000.00
10/12/05	\$600,000.00
11/16/05	\$250,000.00
12/07/05	\$1,050,000.00

These fees will be appropriately reported on Amodeo's 2005 Form 1040 as consulting income.

7600303414

WELLINGTON CAPITAL GROUP INC
2875 S ORANGE AVE SUITE 500

Page: 2
DATE: 7-31-05

7-18	VISA	MAIL BOXES	9.00
		MAIL BOXES ETC.	
		HOLLYWOOD FL	
7-21	VISA	MARCH OF D	50.00
		MARCH OF DIMES	
		MAITLAND FL	
7-25	VISA	MAIL BOXES	9.00
		MAIL BOXES ETC.	
		HOLLYWOOD FL	
7-25	VISA	MAIL BOXES	8.69
		MAIL BOXES ETC.	
		HOLLYWOOD FL	
7-27	VISA	ROOM 39	15.92
		ROOM 39	
		ORLANDO FL	
7-29	VISA	DOMINOS PI	103.03
		DOMINOS PIZZA	
		407-8963030 FL	
7-31	SERVICE	CHG	.66

CHECKS PAID

No.	Date	Amount	No.	Date	Amount
10028	7-05	25000.00 ✓	10029	7-05	55435.94 ✓

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
6-30	14003.77	7-01	90437.02	7-05	9683.68
7-07	86116.93	7-08	9675.68	7-11	109657.99
7-12	109263.05	7-18	109232.05	7-21	109182.05
7-25	109164.36	7-27	109148.44	7-29	109045.41
7-31	109044.75				

7/1/05

MERCANTILE BANK
Orlando, Florida 32801

76,433.25

⑆06311377247600303414⑆ 10 ⑆0007643325⑆

Check # 0 Account 7600303414, 7012005, \$76,433.25

Wellington Capital Group Inc.
1995 S. Alafaya Trail #235
Orlando, FL 32838

Mercantile Bank
Orlando, FL 32801

DATE 6/30/05

10028

PAY *Patricia Ortiz Corp dba Olympia Data Services*

TO THE ORDER OF *Patricia Ortiz Corp dba Olympia Data Services*

⑆010028⑆ ⑆06311377247600303414⑆ ⑆0001500000⑆

Check # 10028 Account 7600303414, 7052005, \$25,000.00

NAME *WILLINGTON CAPITAL GROUP CASH*

ACCOUNT NO. *7600 303414*

DATE *6/30/05*

MERCANTILE BANK
Orlando, Florida 32801

⑆0631137724 7600303414⑆ 10 ⑆0010000000⑆

100,000.00

100,000.00

Check # 0 Account 7600303414, 7112005, \$100,000.00

Wellington Capital Group Inc.
1995 S. Alafaya Trail #235
Orlando, FL 32838

Mercantile Bank
Orlando, FL 32801

DATE 6/30/05

10029

PAY *FRANK ANOTEC*

TO THE ORDER OF *FRANK ANOTEC*

⑆010029⑆ ⑆06311377247600303414⑆ ⑆000513594⑆

Check # 10029 Account 7600303414, 7052005, \$55,435.94

AQMI STRATEGY CORP. ("AQMI")

AQMI is an entity owned 100% by Frank Amodeo ("Amodeo") for the purpose of providing consulting services to various entities. To provide such services, AQMI retains various consultants and pays them professional fees.

In 2005, AQMI was retained by Presidion Solutions ("Presidion"), a subsidiary of Presidion Corporation, a publicly owned company. Presidion was in the PEO (Professional Employer Organization) business and approached AQMI to resolve its problems derived from its mismanagement that resulted in its owing substantial amounts to creditors, the IRS and others. In consideration of consulting services provided by Amodeo on behalf of AQMI, AQMI paid Amodeo professional fees, of which the following monies were deposited into the Account:

2/16/05	\$500,000.00
7/1/05	\$423,961.29

These fees will be appropriately reported on Amodeo's 2005 Form 1040 as consulting income.

In July 2005, Presidion was acquired by Wellington Capital. Subsequent to the acquisition, AQMI was replaced by Wellington Capital as consultant to Presidion.

AUGUST

2005

WELLINGTON CAPITAL ("Wellington")

Wellington is an entity owned 100% by Frank Amodeo for the purpose of investing in, and effecting the turnaround of, distressed entities. Incidental to this objective, Wellington provides consulting services to acquired entities so they can be re-sold for a gain.

In the course of resolving Presidion's problems, Wellington acquired Presidion. Once in the effective control of Amodeo, the expense and cost structure of Presidion was improved so that Presidion became profitable. Presidion is now a valuable company in Wellington's portfolio.

In consideration of services provided, Wellington paid Amodeo professional fees, of which the following monies were deposited into this Account.

7/01/05	\$55,435.94
8/17/05	\$500,000.00
10/12/05	\$600,000.00
11/16/05	\$250,000.00
12/07/05	\$1,050,000.00

These fees will be appropriately reported on Amodeo's 2005 Form 1040 as consulting income.

7600303414

WELLINGTON CAPITAL GROUP INC
2875 S ORANGE AVE SUITE 500

Page: 2
DATE: 8-31-05

8-15	VISA	MAIL BOXES	9.01
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-15	VISA	MAIL BOXES	8.70
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-22	VISA	MAIL BOXES	9.01
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-22	VISA	MAIL BOXES	8.70
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-22	VISA	MAIL BOXES	8.70
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-23	STAR WTD	USPS 11691	44.40
	46 E ROBINSON		
	ORLANDO FL		
8-24	OUTGOING WIRE TRANSFER		30000.00
	AQMI STRATEGY CORP		
8-24	VISA	MAIL BOXES	20.79
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-26	VISA	MAIL BOXES	22.44
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-30	VISA	MAIL BOXES	9.01
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-30	VISA	MAIL BOXES	9.01
	MAIL BOXES ETC.		
	HOLLYWOOD FL		
8-30	VISA	MAIL BOXES	8.70
	MAIL BOXES ETC.		
	HOLLYWOOD FL		

CHECKS PAID

No.	Date	Amount	No.	Date	Amount
92	8-09	50000.00	10032	8-18	500000.00
10024*	8-08	5000.00	10033	8-25	10000.00
10030*	8-08	100000.00	10034	8-25	20036.61
10031	8-26	43.75			

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
7-31	109044.75	8-01	108652.06	8-02	108391.06
8-03	108141.37	8-05	108065.20	8-08	103038.79
8-09	53038.79	8-10	43038.79	8-15	568011.86
8-18	68011.86	8-22	67985.45	8-23	67941.05
8-24	37920.26	8-25	7883.65	8-26	7817.46
8-30	7790.74				

082
68-107801

DATE 8/1/05

PAY TO THE ORDER OF MERCANTILE BANK \$ 50,000.00

TO THE ORDER OF 8/1/05

MERCANTILE BANK
1900 S. Alafaya Trail #230
Orlando, FL 32828

MEMO DEPOSIT ON PURCHASE OF TRAVEL STAMPS

⑈000042⑈ ⑈06311377247600303414⑈ ⑈0005000000⑈

Check # 92 Account 7600303414, 8092005, \$50,000.00

Wellington Capital Group Inc.
1900 S. Alafaya Trail #230
Orlando, FL 32828

Mercantile Bank
Orlando, FL 32801

68-1077
631

10024

DATE 8/1/05

PAY TO THE ORDER OF DAVID A. PRODY, PA \$ 5,000.00

TO THE ORDER OF 8/1/05

Memo WATTS SUSTAIN COMPANIES, INC. TRAVEL STAMPS

⑈010024⑈ ⑈06311377247600303414⑈ ⑈0005000000⑈

Check # 10024 Account 7600303414, 8082005, \$5,000.00

Wellington Capital Group Inc.
1900 S. Alafaya Trail #230
Orlando, FL 32828

Mercantile Bank
Orlando, FL 32801

68-1077
631

10030

DATE 8/2/05

PAY TO THE ORDER OF PRESIDION CORPORATION \$ 100,000.00

TO THE ORDER OF 8/2/05

Memo RECEIVE OF PRESIDION SQUAD STAFF

⑈010030⑈ ⑈06311377247600303414⑈ ⑈0010000000⑈

Check # 10030 Account 7600303414, 8082005, \$100,000.00

Wellington Capital Group Inc.
1900 S. Alafaya Trail #230
Orlando, FL 32828

Mercantile Bank
Orlando, FL 32801

68-1077
631

10031

DATE 8/2/05

PAY TO THE ORDER OF ABRAHAM S. SUTTON - DIRECTOR OF OPERATIONS \$ 43.75

TO THE ORDER OF 8/2/05

Memo FRY - THREE AND SEVEN

⑈010031⑈ ⑈06311377247600303414⑈ ⑈0000004375⑈

Check # 10031 Account 7600303414, 8262005, \$43.75

Wellington Capital Group Inc.
1900 S. Alafaya Trail #230
Orlando, FL 32828

Mercantile Bank
Orlando, FL 32801

68-1077
631

10032

DATE 8/2/05

PAY TO THE ORDER OF FRANK AMADOR \$ 500,000.00

TO THE ORDER OF 8/2/05

Memo DEPOSIT ON PURCHASE OF TRAVEL STAMPS

⑈010032⑈ ⑈06311377247600303414⑈ ⑈0050000000⑈

Check # 10032 Account 7600303414, 8182005, \$500,000.00

Wellington Capital Group Inc.
1900 S. Alafaya Trail #230
Orlando, FL 32828

Mercantile Bank
Orlando, FL 32801

68-1077
631

10033

DATE 8/2/05

PAY TO THE ORDER OF STAN GILMORE \$ 10,000.00

TO THE ORDER OF 8/2/05

Memo FRY - THREE AND SEVEN

⑈010033⑈ ⑈06311377247600303414⑈ ⑈0001000000⑈

Check # 10033 Account 7600303414, 8252005, \$10,000.00

Wellington Capital Group Inc.
1900 S. Alafaya Trail #230
Orlando, FL 32828

Mercantile Bank
Orlando, FL 32801

68-1077
631

10034

DATE 8/23/05

PAY TO THE ORDER OF STAN GILMORE \$ 20,036.61

TO THE ORDER OF 8/23/05

Memo FRY - THREE AND SEVEN

⑈010034⑈ ⑈06311377247600303414⑈ ⑈0002003661⑈

Check # 10034 Account 7600303414, 8252005, \$20,036.61

MATRIX ALABAMA n/k/a SYNEX CORPORATION ("SYNEX")

SYNEX, formerly known as Matrix Alabama, is an entity owned 100% by Rama Inguva; Amodeo has no ownership interest in this entity. Amodeo and Inguva have a long-standing personal relationship.

In 2005, Inguva approached Amodeo to borrow funds to set up a data center operation for SYNEX in Huntsville, Alabama. Amodeo and Inguva executed a line of credit in the amount of \$5 million, a security agreement and a promissory note for the loan. Pursuant to this line of credit, Amodeo loaned the following monies from this Account to SYNEX in 2005.

8/09/05	\$75,000.00
8/22/05	\$300,000.00
10/26/05	\$350,000.00
11/28/05	\$500,000.00

LINE OF CREDIT AGREEMENT

THIS AGREEMENT is entered into as of this the 1st day of February, 2005, by and between **MATRIX ALABAMA, L.L.C.**, an Alabama limited liability company, and its subsidiary companies (collectively the "Borrower"), and **FRANK AMODEO**, an Individual (the "Lender").

RECITALS:

WHEREAS, the Lender is an investor and makes investments and loans to qualified entities; and,

WHEREAS, the Borrower has requested that Lender ex
Borrower as described below, and the Lender has agreed to provi
Borrower on the terms and conditions contained herein.

NOW, TH
of which are hereby

Payments also show
up in October &

SECTION November of 2005

(a) Li
Lender hereby agre
to and including Fe
of Five Million De
used for equipmen
the Line of Credit
contemporaneously
this Agreement by
purposes of this A
and all other things of value assigned, transferred or otherwise conveyed by Lender to Borrower prior to or during the term of this Agreement (including any third-party obligation assigned to or acquired by the Lender).

tions of this Agreement, the
borrower from time to time up
al aggregate principal amount
e proceeds of which shall be
ation to repay advances under
t Borrower agrees to execute
does hereby agree to secure
usly with this Agreement. For
ngs under the Line of Credit,

(b) Borrowing and Repayment. The Borrower may from time to time during the term of the Line of Credit borrow, partially or wholly repay its outstanding borrowings, and re-borrow, subject to all of the limitations, terms and conditions contained herein or in the Line of Credit Note; provided however, that each borrowing shall be accompanied by a written request stating the requested amount and purpose of such borrowing, which shall then be subject to Lender's written approval, in Lender's sole and absolute discretion, and provided further, however, that the total outstanding borrowings under the Line of Credit shall not at any time exceed the maximum principal amount available thereunder, as set forth above.

SECTION 1.2 - INTEREST/FEEES.

(a) Interest. The outstanding principal balance of the Line of Credit shall bear interest at the rate of interest set forth in the Line of Credit Note.

LR
Matrix

Line of Credit – Matrix Alabama/Amodeo
Page 1 of 10

Amodeo

SECTION 2.8 - OTHER OBLIGATIONS. The Borrower is not in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation, except for the following.

ARTICLE III – AFFIRMATIVE COVENANTS

The Borrower covenants that so long as the Lender remains committed to extend credit to the Borrower pursuant hereto, or any liabilities (whether direct or contingent, liquidated or unliquidated) of the Borrower to the Lender under any of the Line of Credit Documents remain outstanding, and until payment in full of all obligations of the Borrower subject hereto, the Borrower shall, unless the Lender otherwise consents in writing:

SECTION 3.1 - PUNCTUAL PAYMENTS. Punctually pay all principal, interest, fees or other liabilities due under any of the Line of Credit Documents at the times and place and in the manner specified therein.

SECTION 3.2 - ACCOUNTING RECORDS. Maintain adequate books and records in accordance with generally accepted accounting principles consistently applied, and permit any representative of the Lender, at any reasonable time, to inspect, audit and examine such books and records, to make copies of the same, and to inspect the properties of the Borrower. Furthermore, provide to Lender, and shall authorize Lender to monitor online, all Borrower's bank accounts.

SECTION 3.3 - FINANCIAL STATEMENTS. Provide to the Lender all of the following, in form and detail satisfactory to the Lender:

(a) not later than ninety (90) days after and as of the end of each fiscal year, a financial statement of Borrower, prepared in a manner acceptable to the Lender, to include balance sheet, income statement, statement of cash flows and footnotes, if any; and,


(b) from time to time such other information as the Lender may reasonably request.

SECTION 3.4 - COMPLIANCE. Preserve and maintain all licenses, permits, governmental approvals, rights, privileges and franchises necessary for the conduct of its business; and comply with the provisions of all documents pursuant to which the Borrower is organized and/or which govern the Borrower's continued existence and with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to the Borrower and/or its business.

SECTION 3.5 - INSURANCE. Maintain and keep in force insurance of the types and in amounts customarily carried in lines of business similar to that of the Borrower, including but not limited to fire, extended coverage, public liability, flood, property damage and workers' compensation, with all such insurance carried with companies and in amounts satisfactory to the Lender, and deliver to the Lender from time to time at the Lender's request schedules setting forth all insurance then in effect.

SECTION 3.6 - FACILITIES. Keep all properties useful or necessary to the Borrower's business in good repair and condition, and from time to time make necessary repairs, renewals and replacements thereto so that such properties shall be fully and efficiently preserved and maintained.


Matrix


Amodeo

SECTION 3.7 - TAXES AND OTHER LIABILITIES. Pay and discharge when due any and all indebtedness, obligations, assessments and taxes, both real or personal, including without limitation federal and state income taxes and state and local property taxes and assessments, except such (a) as the Borrower may in good faith contest or as to which a bona fide dispute may arise, and (b) for which the Borrower has made provision, to the Lender's satisfaction, for eventual payment thereof in the event the Borrower is obligated to make such payment.

ARTICLE IV – NEGATIVE COVENANTS

The Borrower further covenants that so long as the Lender remains committed to extend credit to the Borrower pursuant hereto, or any liabilities (whether direct or contingent, liquidated or unliquidated) of the Borrower to the Lender under any of the Line of Credit Documents remain outstanding, and until payment in full of all obligations of the Borrower subject hereto, the Borrower will not without the Lender's prior written consent:

SECTION 4.1 - USE OF FUNDS. Use any of the proceeds of any credit extended hereunder except for the purposes stated in Article I hereof.

SECTION 4.2 - OTHER INDEBTEDNESS. Create, incur, assume or permit to exist any indebtedness or liabilities resulting from borrowings, loans or advances, whether secured or unsecured, matured or unmatured, liquidated or unliquidated, joint or several, except (a) the liabilities of Borrower to the Lender, (b) any other liabilities of the Borrower existing as of, and disclosed to the Lender prior to, the date hereof, and (c) purchase money indebtedness secured only by the assets purchased.

SECTION 4.3 - CHANGE, TRANSFER OF ASSETS. Make any substantial change in the nature of the Borrower's business as conducted as of the date hereof; nor sell, lease, transfer or otherwise dispose of all or a substantial or material portion of the Borrower's assets except in the ordinary course of its business.

SECTION 4.4 - GUARANTIES. Guarantee or become liable in any way as surety, endorser (other than as endorser of negotiable instruments for deposit or collection in the ordinary course of business), accommodation endorser or otherwise for, nor pledge or hypothecate any assets of the Borrower as security for, any liabilities or obligations of any other person or entity, except any of the foregoing in favor of the Lender.

SECTION 4.5 - LOANS AND ADVANCES. Make any loans or advances to any person or entity, except any of the foregoing existing as of, and disclosed to the Lender prior to, the date hereof.

SECTION 4.6 - ACQUISITIONS AND MERGERS. Acquire (i) all or substantially all of the assets of, or (ii) any equity securities in, any other entity, or merge into or consolidate with any other entity, without the prior written consent of the Lender if the aggregate consideration to be paid by the Borrower (whether in cash, stock or otherwise) in connection with any such acquisition or merger (or series of related acquisitions and/or mergers) exceeds \$10,000.00, provided however, that (a) the Borrower shall be the surviving entity in any merger or consolidation, (b) each entity whose assets or equity securities are acquired by the Borrower, or which merges into or consolidates with the Borrower, shall be engaged, at the time of the applicable transaction, in substantially the same business as the Borrower, and (c) the consent of the Lender, when required hereunder, shall not be unreasonably withheld or delayed.


Matrix

Line of Credit – Matrix Alabama/Amodeo
Page 4 of 10


Amodeo

SECTION 4.7 – OTHER BANK ACCOUNTS. Open any other bank account, savings account, money market account, or any other corporate financial accounts whatsoever.

ARTICLE V – EVENTS OF DEFAULT

SECTION 5.1. The Lender shall have the option to declare the entire unpaid amount of the Line of Credit and accrued interest immediately due and payable, without presentment, demand or notice of any kind, if any of the following “Events of Default” occurs with respect to or by the Borrower before the Line of Credit is fully repaid:

(a) The Borrower shall fail to pay when due any principal, interest, fees or other amounts payable under any of the Line of Credit Documents.

(b) Any financial statement or certificate furnished to the Lender in connection with, or any representation or warranty made by the Borrower or any other party under this Agreement or any other Line of Credit Document shall prove to be incorrect, false or misleading in any material respect when furnished or made.

(c) Any default in the performance of or compliance with any obligation, agreement or other provision contained herein or in any other Line of Credit Document (other than those referred to in subsections (a) and (b) above), and with respect to any such default which by its nature can be cured, such default shall continue for a period of twenty (20) days from its occurrence.

(d) The Borrower shall become insolvent, or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or shall generally fail to pay its debts as they become due, or shall make a general assignment for the benefit of creditors.

(e) The dissolution or liquidation of the Borrower; or the Borrower, or any of its stockholders, shall take action seeking to affect the dissolution or liquidation of the Borrower.

(f) Borrower suffers or permits any lien, encumbrances or security interest to arise or attach to any of the Borrower's property, or any judgment is entered against Borrower that is not satisfied or appealed within thirty (30) days.

(g) Any voluntary or involuntary bankruptcy, reorganization, insolvency, arrangement, receivership or similar proceeding is commenced by or against Borrower under any federal or state law, or Borrower makes any assignment for the benefit of creditors.

(h) Any substantial part of the inventory, equipment or other property of the Borrower, real or personal, tangible or intangible, is damaged or destroyed and the damage or destruction is not covered by collectible insurance.

(i) Borrower defaults in the payment of any principal or interest on any obligation to Lender or any other creditor.

(j) Any change of ownership resulting in the collective majority interest of Borrower.


Matrix

Line of Credit – Matrix Alabama/Amodeo
Page 5 of 10


Amodeo

It shall also constitute an Event of Default and Lender shall also have the option to declare the entire unpaid amount of the Line of Credit and accrued interest immediately due and payable, without presentment, demand or notice of any kind, if Lender reasonably deems itself insecure or its prospects for payment of the Line of Credit impaired.

SECTION 5.2 - REMEDIES. Upon the occurrence, or the discovery by Lender of the occurrence, of any of the foregoing Events of Default, circumstances or conditions of default, Lender shall have, in addition to its option to declare the entire unpaid amount of the Line of Credit and accrued interest thereon immediately due and payable, all of the rights and remedies of a secured party under applicable state law. Without in any way limiting the generality of the foregoing, Lender shall also have the following specific rights and remedies:

(a) To take immediate possession of all equipment, inventory, fixtures and any or all other collateral securing this Line of Credit, whether now owned or hereafter acquired, without notice, demand, presentment or resort to legal process, and for those purposes, to enter any premises where any of the collateral is located and remove the collateral therefrom or render it unusable.

(b) To require Borrower to assemble and make the collateral available to Lender at a place to be designated by Lender which is also reasonably convenient to Borrower.

(c) To retain the collateral in satisfaction of any unpaid principal or interest on the Line of Credit or sell the collateral at public or private sale after giving at least five (5) days notice of the time and place of the same and with or without having the collateral physically present at the place of the sale.

(d) To make any repairs to the collateral which Lender deems necessary or desirable for the purposes of the sale.

(e) To exercise any and all rights of set-off which Lender may have against any account, fund or property of any kind, tangible or intangible, belonging to Borrower which shall be in Lender's possession or under its control.

(f) To cure such defaults, with the result that all costs and expenses incurred or paid by Lender in effecting such cure shall be additional charges on the Line of Credit which bear interest at the interest rate of the Line of Credit and are payable upon demand.

(g) The obligation, if any, of the Lender to extend any further credit under any of the Line of Credit Documents shall immediately cease and terminate.

(h) The Lender shall have all rights, powers and remedies available under each of the Line of Credit Documents, or accorded by law, including, without limitation, the right to resort to any or all security for any credit subject hereto and to exercise any or all of the rights of a beneficiary or secured party pursuant to applicable law.

The proceeds from any disposition of the collateral for the Line of Credit shall be used to satisfy the following items in order they are listed:

- (1) The expenses of taking, removing, storing, repairing, holding and selling the collateral, including any legal costs and attorneys' fees. If the Note is referred to an attorney for collection, Borrower and all others liable for


Matrix

Line of Credit – Matrix Alabama/Amodeo
Page 6 of 10


Amodeo

the Line of Credit jointly and severally agree to pay reasonable attorney's fees.

- (2) The expenses of liquidating or satisfying any liens, security interests or encumbrances on the collateral which may be prior to the security interest of Lender.
- (3) Any unpaid fees, accrued interest and then the unpaid principal amount of the Line of Credit.
- (4) Any other indebtedness of the Borrower to Lender under each of the Line of Credit Documents, any term thereof to the contrary notwithstanding, which shall at the Lender's option and without notice become immediately due and payable without presentment, demand, protest or notice of dishonor, all of which are hereby expressly waived by the Borrower.

If the proceeds realized from the disposition of the collateral shall fail to satisfy any of the foregoing items, Borrower and all others liable for the Line of Credit shall forthwith pay any deficiency to Lender upon demand. All rights, powers and remedies of the Lender may be exercised at any time by the Lender and from time to time after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

ARTICLE VI - MISCELLANEOUS

SECTION 6.1 - NO WAIVER. No delay, failure or discontinuance of the Lender in exercising any right, power or remedy under any of the Line of Credit Documents shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by the Lender of any breach of or default under any of the Line of Credit Documents must be in writing and shall be effective only to the extent set forth in such writing.

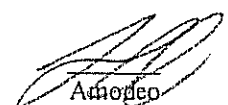
SECTION 6.2 - NOTICES. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the following address:

BORROWER: Matrix Alabama, L.L.C.
4717 University Drive, Suite 101
Huntsville, Alabama 35816

LENDER: Frank Amodeo
2875 South Orange Avenue, Suite 500
Orlando, Florida 32806

or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (a) if sent by hand delivery, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.


Matrix


Amodeo

SECTION 6.3 - SUCCESSORS, ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that the Borrower may not assign or transfer its interest hereunder without the Lender's prior written consent. The Lender reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, the Lender's rights and benefits under each of the Line of Credit Documents. In connection therewith, the Lender may disclose all documents and information which the Lender now has or may hereafter acquire relating to any credit subject hereto, the Borrower or its business or any collateral required hereunder.

SECTION 6.4 - ENTIRE AGREEMENT; AMENDMENT. This Agreement and the other Line of Credit Documents constitute the entire agreement between the Borrower and the Lender with respect to each credit subject hereto and supersedes, replaces and terminates all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. This Agreement may be amended or modified only in writing signed by each party hereto.

SECTION 6.5 - NO THIRD PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their respective permitted heirs, successors and assigns, and no other person or entity shall be a third party beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any other of the Line of Credit Documents to which it is not a party.

SECTION 6.6 - TIME. Time is of the essence of each and every provision of this Agreement and each other of the Line of Credit Documents.

SECTION 6.7 - SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

SECTION 6.8 - COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

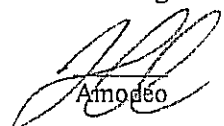
SECTION 6.9 - GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 6.10 - ARBITRATION.

(a) Arbitration. Upon the demand of any party, any Dispute shall be resolved by binding arbitration in accordance with the terms of this Agreement. A "Dispute" shall mean any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to, any of the Line of Credit Documents, or any past, present or future extensions of credit and other activities, transactions or obligations of any kind related directly or indirectly to any of the Line of Credit Documents, including without limitation, any of the foregoing arising in connection with the exercise of any self-help, ancillary or other remedies pursuant to any of the Line of Credit Documents. Any party may by summary proceedings bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following


Matrix

Line of Credit – Matrix Alabama/Amodeo
Page 8 of 10


Amodeo

a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(b) Governing Rules. Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") or such other administrator as the parties shall mutually agree upon in accordance with the AAA Commercial Arbitration Rules. All Disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the Line of Credit Documents. The arbitration shall be conducted at a location in Florida selected by the AAA or other administrator. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein shall control. All statutes of limitation applicable to any Dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided however, that nothing contained herein shall be deemed to be a waiver by any party that is a the Lender of the protections afforded to it under 12 U.S.C. 91, or any similar applicable state law.

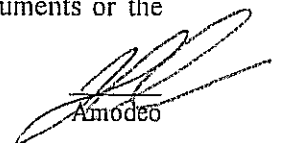
(c) No Waiver; Provisional Remedies, Self-Help and Foreclosure. No provision hereof shall limit the right of any party to exercise self-help remedies such as setoff, foreclosure against or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies, including without limitation injunctive relief, sequestration, attachment, garnishment or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any party to compel arbitration or reference hereunder.

(d) Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the Florida State Bar or retired judges of the state or federal judiciary of Florida, with expertise in the substantive laws applicable to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the substantive law of the State of Florida, (ii) may grant any remedy or relief that a court of the State of Florida could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Florida Rules of Civil Procedure or other applicable law. Any Dispute in which the amount in controversy is \$20,000 or less shall be decided by a single arbitrator who shall not render an award of greater than \$20,000 (including damages, costs, fees and expenses). By submission to a single arbitrator, each party expressly waives any right or claim to recover more than \$20,000. Any Dispute in which the amount in controversy exceeds \$20,000 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

(e) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the Line of Credit Documents or the


Matrix

Line of Credit – Matrix Alabama/Amodeo
Page 9 of 10


Amodeo

subject matter of the Dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Line of Credit Documents or any relationship between the parties.

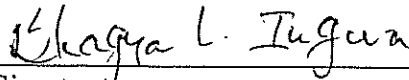
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

AGREED AND ACCEPTED

BORROWER

MATRIX ALABAMA, L.L.C.

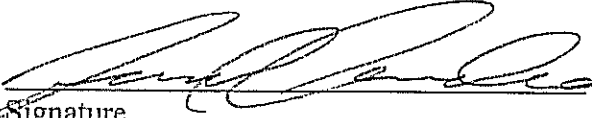
An Alabama limited liability company


Signature
Print Name: BHAGYA L. INGUVA
Its: Authorized Agent

LENDER

FRANK AMODEO

An Individual


Signature


Matrix

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("THE SECURITIES ACT"), OR ANY STATE SECURITY LAWS. NEITHER THIS SECURITY NOR ANY INTEREST HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

LINE OF CREDIT PROMISSORY NOTE

Up to \$5,000,000.00

Orlando, Florida
February 1, 2005

FOR VALUE RECEIVED, MATRIX ALABAMA, L.L.C., an Alabama limited liability company (hereafter referred to as "Maker"), located at 4717 University Drive, Suite 101, Huntsville, Alabama 35816, promises to pay to the order of **FRANK AMODEO**, an Individual, located at 2875 South Orange Avenue, Suite 500, Orlando, Florida 32806 (the "Lender"), up to the principal total sum of FIVE MILLION DOLLARS (\$5,000,000.00) (the "Line of Credit"). Interest shall be fixed at the rate of Six Percent (6%) per annum for the term of the Line of Credit. Payments shall first be applied to interest and then to principal.

Pursuant to the terms of this Promissory Note (the "Note"), amounts of at least Five Thousand Dollars (\$5,000.00) may be drawn upon by Maker from February 1, 2005 through February 1, 2007, upon two (2) days prior written notice to Lender and written approval by Lender, up to the aggregate of the Line of Credit. Such amounts, as drawn upon by Maker, shall accrue interest from the date drawn upon until paid. Interest shall be payable monthly on the first day of each month on any outstanding balance for the previous month. This Note shall be due and payable on February 1, 2007, upon which date the entire outstanding principal balance, plus all accrued but unpaid interest shall be paid to Lender in full. Maker acknowledges and agrees that an initial draw in the total sum of Seventy-Five Thousand Dollars (\$75,000.00) was made on February 1, 2005. Any and all future draws under this Note shall be set forth in Schedule A to this Note, which may be modified from time to time, and shall be attached hereto and incorporated by reference herein.

In the event the Maker shall fail to make such payment on account of interest or of principal within five (5) days after the same shall become due and payable as is provided herein, then Maker shall be subject to a late charge equal to Two Percent (2%) of any such late amount. After default or after maturity of this Note, so long as such default remains uncured, the Maker shall pay interest to the holder of this Note on any unpaid principal or interest at a fixed rate equal to the highest rate allowable by law, currently Eighteen Percent (18%).

This Note is made in connection with that certain Line of Credit Agreement dated of even date herewith by and between Lender and Maker (the "Line of Credit


Matrix

Line of Credit Promissory Note – Matrix Alabama/Frank Amodeo
Page 1 of 3


Amodeo

Agreement”), and is secured by that certain Security Agreement of even date herewith by and between Lender and Maker (the “Security Agreement”), and this Note is subject to all terms and conditions contained in the Line of Credit Agreement and the Security Agreement.

As to this Note, the Maker waives all notice of acceleration, presentment, protest and demand, dishonor and non-payment of this Note, and expressly agrees that the maturity of this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the Maker.

Should it become necessary to collect this Note through an attorney, the Maker of this Note hereby agrees to pay all costs and expenses of collection, including reasonable attorneys’ fees incurred to represent the Lender in any negotiations, litigation, trial, appeal, bankruptcy, contest, dispute, suit or proceedings and post-judgment proceedings.

In no event shall any interest accrue or be payable which shall exceed the highest interest rate allowed by law for the time such indebtedness hereunder shall be outstanding and unpaid, it being the intention of the parties hereto not to contract for a greater rate of interest than allowed by law. If, for any reason, including the acceleration of this Note, the total charges for interest and any payments determined to be in the nature of interest are collected which exceed the highest interest rate allowed by law, then without further agreement or notice the obligation to be fulfilled shall automatically be reduced to such limit and all sums received by Lender in excess of those lawfully collectible as interest shall be applied against the principal of the Line of Credit immediately upon Lender’s receipt thereof, with the same force and effect as though the maker had specifically designated such extra sums to be so applied to principal and Lender had agreed to accept such extra payment(s) as a premium free prepayment or prepayments.

All payments of principal, interest and any other sums due shall be made during regular business hours at the office of the Lender at its address hereinbefore set forth or at such other place as the Lender may from time to time designate in writing.

Maker shall have the right to prepay the outstanding principal balance of this Note plus accrued interest in whole or in part at any time without premium or penalty.

This Note shall be governed by and construed in accordance with the laws of the State of Florida. The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or the validity of any other provision herein and the invalidity or unenforceability of any other provision of this Note.

In any action in connection with or to enforce this Note, the Maker agrees to binding arbitration in accordance with the terms and procedures set forth in the Line of Credit Agreement, including the right, if any, to collect attorney’s fees and costs.

This Note shall be binding upon and inure to the benefit of Maker and Lender and their respective successors, assigns, heirs and personal representatives, provided,


Matrix


Amodeo

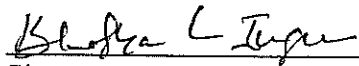
however, that no obligations of the Maker hereunder can be assigned without the prior written consent of Lender.

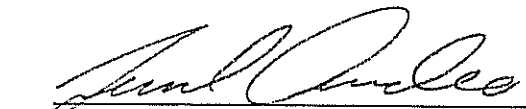
THIS WRITTEN PROMISSORY NOTE AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

AGREED AND ACCEPTED

MAKER:
MATRIX ALABAMA, L.L.C.

LENDER:
FRANK AMODEO


Signature
Print Name: BHAGYAA L INGURA
Its: Authorized Agent


Signature


Matrix


Amodéo

**SCHEDULE "A" TO
LINE OF CREDIT PROMISSORY NOTE
DATED FEBRUARY 1, 2005
BETWEEN
MATRIX ALABAMA, L.L.C. and FRANK AMODEO**

Draws made against the Line of Credit:

- 1) July 5, 2005, Draw in the total sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

*See
Draw*

LR

FR

SECURITY AGREEMENT

THIS AGREEMENT, made on this the 1st day of February 2005, by and between **MATRIX ALABAMA, L.L.C.**, an Alabama limited liability company, and its subsidiary companies (collectively the "Debtor"), located at 4717 University Drive, Suite 101, Huntsville, Alabama 35816, and **FRANK AMODEO**, an Individual (the "Secured Party").

WITNESSETH THAT:

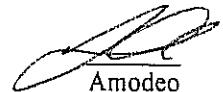
FOR VALUABLE CONSIDERATION, and to secure the payment when due (whether at the stated maturity or by acceleration) of an indebtedness owed by the Debtor to the Secured Party in an amount not to exceed Five Million Dollars (\$5,000,000.00), at any time, pursuant to a Line of Credit Agreement between Debtor and Secured Party of even date herewith (the "Line of Credit Agreement"), the Debtor hereby grants and conveys to the Secured Party a security interest in the Collateral.

As used herein, "Collateral" means all inventory, equipment, fixtures, machinery, furniture, goods, merchandise, supplies, accounts receivable or other personal property of the Debtor now owned, or hereafter acquired by the Debtor, which are held for sale or used or consumed in the Debtor's business at the location of Debtor's business in Huntsville, Alabama, or any other location which Debtor may subsequently use, and all products thereof, substitutions, replacements, additions, or accessions thereto.

DEBTOR WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

- a) **PAYMENT.** Debtor will pay, when due, the principal and any interest due under the Line of Credit of even date herewith and the Promissory Note of even date herewith and perform all of the obligations set forth in this Agreement according to their respective terms.
- b) **DEFEND.** Debtor will defend the title to the Collateral against all persons and all claims and demands whatsoever, which Collateral, except for the security interest granted hereby, is lawfully owned by the Debtor.
- c) **ASSURANCES OF TITLE.** Upon the reasonable request of the Secured Party, the Debtor will furnish further assurances of title, execute any instrument or statement required by law or otherwise in order to perfect, continue, or terminate the security interest of the Secured Party in the Collateral or do any other acts necessary to effectuate the purposes and provisions of this Agreement.
- d) **POSSESSION.** Debtor will retain possession of the Collateral during the existence of this Agreement and not sell, exchange, assign, loan, deliver, lease, mortgage, or otherwise dispose of any of the Collateral without the written consent of the Secured Party, except in the ordinary course of business. This Security Agreement does not cover or include any fixtures or other personal property owned by bona fide landlords or owners of all or any portion of the premises where the Debtor's business is located, if such landlord has the right to remove the same at or before the expiration of the term of the lease for the premises.
- e) **LOCATION.** Debtor will keep the Collateral at the location of the Debtor's principal business offices specified above and not remove any of the same except in the usual course of business.


Matrix


Amodeo

f) **TAXES.** Debtor will pay, when due, all taxes, assessments, and license fees relating to any of the Collateral.

g) **REPAIRS.** Debtor will keep the Collateral, at the Debtor's own cost and expense, in good repair and condition and not misuse, abuse, waste, or allow any of the same to deteriorate, except for normal wear and tear, and Debtor will make the Collateral available for inspection by the Secured Party at all reasonable times.

h) **INSURANCE.** Debtor will keep the Collateral insured against loss by fire (including extended coverage), theft, and other hazards. Policies shall be obtained in such amounts, with such companies, and pursuant to such form of policies, as may be reasonably acceptable to the Secured Party. Certificates of insurance or policies naming the Secured Party as mortgagee under a "standard" mortgage clause shall be deposited with the Secured Party. The Secured Party is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so, and any insurance so obtained by the Secured Party may insure the Secured Party's interest in such Collateral only or the Debtor's and the Secured Party's interests therein, at the Secured Party's sole and exclusive option. The Debtor shall promptly reimburse the Secured Party for the cost of obtaining such insurance upon demand. The Debtor shall give immediate written notice to the Secured Party and to its insurers of loss or damage to any of the Collateral and shall promptly file proofs of loss with such insurers.

i) **CHANGE OF ADDRESS.** Debtor will immediately notify the Secured Party in writing of any change in, or discontinuance of, the Debtor's place or places of business.

j) **NON-WAIVER.** Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this Agreement, shall not constitute a waiver of any subsequent or other default or failure.

k) **NOTICES.** Notices to any party shall be in writing and shall be delivered personally or by registered or certified mail, postage prepaid, addressed to the party at the address herein set forth or otherwise designated in writing. All notices which are required or permitted hereunder shall be in writing and shall be deemed duly given if and when such notice is either delivered personally, or mailed by certified or registered U.S. mail, return receipt requested, first class, postage prepaid, addressed to the parties as follows:

Secured Party: Frank Amodeo
2875 South Orange Avenue, Suite 500
Orlando, Florida 32806

Debtor: Matrix Alabama, L.L.C.
4717 University Drive, Suite 101
Huntsville, Alabama 35816

or to such other address as either party shall designate by written notice to the other in the manner provided herein.

l) **LAW APPLICABLE.** The laws of the State of Florida shall govern the rights, duties, and remedies of the parties. Any dispute shall be resolved in accordance with the arbitration provisions set forth in the Line of Credit Agreement.


Matrix


Amodeo

m) **REMEDIES ON DEFAULT.** In the event that the Debtor shall fail to pay any installment due under the Line of Credit Agreement when the same shall be due and payable, at the option of the Secured Party, the indebtedness secured by this Agreement shall immediately become due and payable in full without notice or demand, and the Secured Party shall have all the rights, remedies, and privileges with respect to repossession, retention, and sale of the Collateral and disposition of the proceeds as are accorded to a secured party by the applicable sections of the Uniform Commercial Code respecting "Default" in effect as of the date of this Agreement. In addition, Debtor shall have thirty (30) days following receipt of the written notice from Secured Party to cure the default. If the default is a non-monetary default and is not capable of being cured within thirty (30) days, Debtor shall have such additional time as may reasonably be required to complete the cure, provided Debtor initiates its efforts within the initial thirty (30) days and diligently pursues it to completion. Upon any default, the Secured Party's reasonable attorney's fees, costs of collection, and the other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral shall be chargeable to the Debtor, whether or not suit be brought.

n) **MONIES ADVANCED.** If the Debtor shall default in the performance of any of the provisions of this Agreement on the Debtor's part to be performed, the Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest (at the rate provided for in the Line of Credit Agreement) to the Debtor and added to the indebtedness secured hereby and the same shall be immediately due and payable by the Debtor to the Secured Party upon the Secured Party's demand.

o) **ASSEMBLING COLLATERAL.** Upon a default, the Secured Party, at its discretion, may require the Debtor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party reasonably convenient to both parties.

p) **NOTICE OF SALE.** Unless the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor reasonable notice of the time and place of any public sale thereof, or of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice will be met if such notice is mailed in accordance with this Agreement, at least twenty (20) days before the time of sale or disposition.

q) **FINANCING STATEMENTS.** The Secured Party is hereby authorized to file Financing Statements covering the Collateral and to sign the Debtor's signature thereto.

r) **NO ORAL CHANGE.** This Agreement may not be amended, varied, altered, or changed except by an instrument in writing, executed by the parties hereto.

s) **SEVERABILITY.** In the event that any term, provision, covenant or condition of this Security Agreement, or the application thereof to any person or circumstance, shall, to any extent, be determined to be inoperative, invalid or unenforceable, in whole or in part, such provision shall be deemed eliminated from this Agreement or invalid to such extent, and the balance or the remaining provisions of this Agreement, or the application of such term or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall continue in full force and effect.

t) **CAPTIONS, PRONOUNS.** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this


Matrix


Amodeo

Agreement, or the intent of any provision thereof. Whenever used, the neuter singular pronouns shall be deemed to include the masculine, the feminine, and the plural, the singular number shall include the plural, and the plural shall include the singular.

u) **BINDING EFFECT.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Debtor and the Secured Party, their heirs, personal representatives, successors, and assigns.

v) **AFTER ACQUIRED PROPERTY.** After acquired property is expressly covered whether acquired with Lender's funds or otherwise.

w) **CROSS-COLLATERALIZATION/CROSS-DEFAULT.** Collateral of this Agreement shall additionally cross-collateralize all other obligations owed to Lender whether such obligations are created directly or by assignment to Lender from third-party. Further, default of any provision of this Agreement shall also constitute a default of each other agreement between the parties hereto.

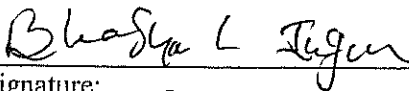
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

AGREED AND ACCEPTED:

DEBTOR:

MATRIX ALABAMA, L.L.C.

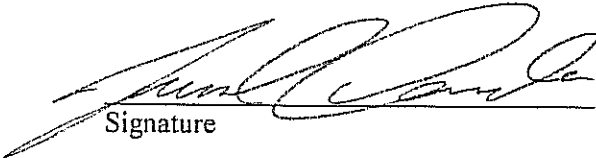
An Alabama limited liability company


Signature: _____
Print Name: BHAGYA L. INGUR
Its: Authorized Agent

SECURED PARTY:

FRANK AMODEO

An Individual


Signature


Matrix


Amodeo

Agreement, or the intent of any provision thereof. Whenever used, the neuter singular pronouns shall be deemed to include the masculine, the feminine, and the plural, the singular number shall include the plural, and the plural shall include the singular.

u) **BINDING EFFECT.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Debtor and the Secured Party, their heirs, personal representatives, successors, and assigns.

v) **AFTER ACQUIRED PROPERTY.** After acquired property is expressly covered whether acquired with Lender's funds or otherwise.

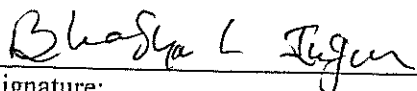
w) **CROSS-COLLATERALIZATION/CROSS-DEFAULT.** Collateral of this Agreement shall additionally cross-collateralize all other obligations owed to Lender whether such obligations are created directly or by assignment to Lender from third-party. Further, default of any provision of this Agreement shall also constitute a default of each other agreement between the parties hereto.

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

AGREED AND ACCEPTED:

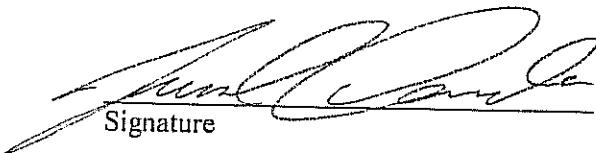
DEBTOR:

MATRIX ALABAMA, L.L.C.
An Alabama limited liability company


Signature: _____
Print Name: BHAGYA L INGUR
Its: _____ Authorized Agent

SECURED PARTY:

FRANK AMODEO
An Individual


Signature


Matrix


Amodeo



UCC DETAILS

Office of the Secretary of State
State of Alabama

----Filing Type----	--File Dt & Tm--	Pgs	--Exp Dt--	--Status--	--File #--
Business	12/19/2005 17:00	006	12/19/2010	Active	06-0072337

* Finance Statement: 12/19/2005 17:00 006

Debtor(s)
SYNEX CORPORATION LLC

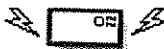
4717 UNIVERSITY DR STE 101 HUNTSVILLE, AL 35816

Secured.....

AMODEO, FRANK

2875 SOUTH ORANGE AVENUE SUITE 500 ORLANDO, FL 32806

← PREVIOUS PAGE



© 2006, Office of the Secretary of State, State of Alabama

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Matthew Porter

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Matthew Porter
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32801

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Synex Corporation, L.L.C.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

4717 UNIVERSITY DR STE 101

CITY

Huntsville

STATE

POSTAL CODE

AL 35816

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
Domestic Profit

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

DLL 454-449

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

2875 South Orange Avenue, Suite 500

CITY

Orlando

STATE

POSTAL CODE

FL 32806

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See the attached "Schedule A".

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT (S) on Debtor(S) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Schedule A

Re: UCC 1 Financing Statement

All furniture, furnishings, fixtures, machinery, equipment, inventory and materials on site, and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in or used in conjunction with or with the construction or operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing, and all of the right title and interest of the Debtor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefits of any deposits or payments now or hereafter made by the Debtor or on its behalf with regard to the collateral. The collateral herein shall include, without limitation, the following:

Accounts, general intangibles, personal property, which includes (but is not limited to) the following property:

All of Debtors contract rights, general intangibles, personal property, accounts receivable, inventory, furniture and fixtures, and equipment, both now owned and hereafter acquired, and all additions, replacements, accessions and insurance of the foregoing, and all books, records and warranties related thereto.

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by bailee for the benefit of the Debtor or owner, all: accessions, accessories, additions, cash, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing said books and records, including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the types (items) of property listed above.

Pertaining to the accounts (Accounts) portion of the Collateral, the term Collateral, shall include, but not limited to, all:

- A. Accounts generally, accounts receivable and hedging accounts;
- B. Contracts, real estate contracts, futures contracts, contract rights to obtain payment, for deeds or property sold, leased or exchanged and for services rendered, whether or nor performance has been completed;
- C. Things in action;
- D. Rights to receive any payments in money or in kind;
- E. Guaranties of Accounts and the security therefore;
- F. Rights of Debtor in the goods, services or other property which gave rise to or secure, the Accounts;
- G. Rights of Debtor as an unpaid seller of goods or services, including but not limited to stoppage in transit, replevin, reclamation and resale;
- H. Instruments and chattel paper; and
- I. Proceeds thereof and proceeds of proceeds thereof.

Pertaining to the general intangibles portion of Collateral, the term "Collateral" shall include, but not limited to, instruments and chattel paper, all goodwill, tax refunds, trademarks, trade names, patents, copyrights, and all proceeds thereof and proceeds of proceeds thereof.

Proceeds: All proceeds of proceeds referred to herein shall include, but not limited to, wherever located, accounts, chattel paper, documents, equipment, farm products, general intangibles, instruments, inventory, and all other goods.

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet the name of the first Debtor, formatted exactly as it appears in item 1 of this form; you are encouraged to use Addendum (Form UCC1Ad).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
- 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
- 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
- 1c. An address is always required for the Debtor named in 1a or 1b.
- 1d. Debtor's taxpayer identification number (tax ID #) — social security number or employer identification number — may be required in some states.
- 1e, f, g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
- Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) or other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. If there is more than one Secured Party, see Instruction 2. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY GUIDELINES
ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

INSTRUCTIONS

STEP 1: WITHIN 30 DAYS OF A NAME CHANGE, FALSE OR ERRONEOUS STATEMENT IN THE ARTICLES OF ORGANIZATION, CHANGE IN THE PERIOD OF DURATION, OR A CHANGE IN ANY STATEMENT IN THE ARTICLES OF ORGANIZATION, AN AMENDMENT SHOULD BE FILED TO REFLECT THE OCCURRENCE OF THE EVENT(S).

STEP 2: FILE THE ORIGINAL AND TWO COPIES IN THE COUNTY WHERE THE ORIGINAL ARTICLES OF ORGANIZATION ARE FILED. THE SECRETARY OF STATE'S FILING FEE IS \$0. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO 10-12-11 OF THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT:

Article I The name of the limited liability company:
Matrix Alabama, LLC

Article II The date of filing of the articles of organization: 08-17-2004

Article III The following amendment was adopted in the manner provided for by the Alabama Limited Liability Act:
The name of the limited liability company shall be changed from Matrix Alabama, L.L.C. to Synex Corporation, L.L.C.

Article IV The amendment, consistent with the Limited Liability Company Act, was approved by a majority vote of the members entitled to vote or in accordance with the requirements set forth in the articles of organization and prescribed by law.

DATE 7/24/05

Bhagya L Ingava
Type or Print Name of Member

Bhagya L Ingava
Signature of Member

Prepared By and Return To:
Philip S. Kaprow
20 North Orange Ave., Ste. 1400
Orlando, FL 32801

TOMMY RAGLAND
JUDGE OF PROBATE
MADISON COUNTY, AL

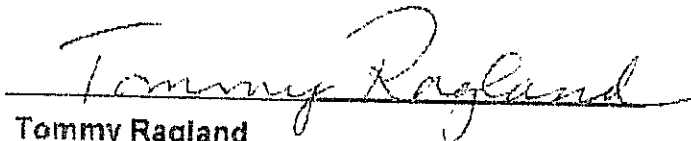
ALABAMA

MADISON COUNTY

I, do hereby certify this to be a true copy of the attached document filed and recorded in the
aforesaid county as evidence in Instrument Number 20050729000498960

Book: NA Page: NA consists of 1 page/s.

Witness my hand and Official seal this 29TH day of July 2005


Tommy Ragland
Judge of Probate

Tommy Ragland
Judge of Probate
Madison County, Alabama 35801
Receipt for Services

Cashier: Julie B Batch #: 141894
Date: 07/29/2005 Time: 11:39:59AM

Date	Document No	Document Type	Transaction Type	Amount
7/29/2005 11:39:59AM	20050729000498960	ORGAMEND		0.00 1
Grantor: MATRIX ALABAMA LLC		Grantee:		
		FIL	Filing	1.00
		IMG	Imaging	4.00
		MH	Mental Health	12.00
		MF	Microfilming	0.25
		PJS	Probate Judge of \$10.00	10.00
		ORGAMEND	Total:	27.25
		Fee Total:		27.25

CHECK	1514	MIRABILIS VENTURES INC	Payment	27.25
Payment Total:				27.25

To
Jim
Sodrianna
Please give it
to him
Lakshmi

AM SOUTH BANK
OF FLORIDA

**PERSONAL
MONEY ORDER**

10-85/220

436648184

UCC D. A. 11/1/85

Not good for over \$1,000.00

NON NEGOTIABLE
CUSTOMER COPY

THE PURCHASER OF THE PERSONAL MONEY OF WHICH THIS IS A COPY AGREES
PROMPTLY TO COMPLETE THE ORIGINAL IN INK BY FILLING IN THE DATE, THE NAME OF THE
PERSON OR FIRM TO RECEIVE THE MONEY, THE ADDRESS OF THE PURCHASER, AND BY SIGNING
THE PURCHASER'S NAME, FURTHER ASSUMES ALL RISK OR LOSS FOR FAILURE TO DO SO.

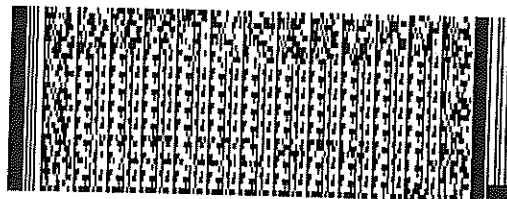
PLEASE COMPLETE AND SIGN THE PERSONAL MONEY ORDER PROMPTLY - SAVE THIS RECORD

Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Citibank, N.A., Buffalo, NY

IDENTIFICATION NUMBER WDDDJ75X46A032858	YR 2006	MAKE MERZ	MODEL	BODY 4D	WT-L-BHP 3870	VESSEL REGIS. NO.	TITLE NUMBER 93828266
REGISTERED OWNER FRANK LOUIS AMODEO 1311 HOFFNER AVE ORLANDO FL 32809-3515						DATE OF ISSUE 08/24/2005	
LIEN RELEASE INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED BY _____ _____ TITLE _____ DATE _____							

MAIL TO:

FRANK LOUIS AMODEO
1311 HOFFNER AVE
ORLANDO FL 32809-3515



CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23(328.09) FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER WDDDJ75X46A032858	YR 2006	MAKE MERZ	MODEL	BODY 4D	WT-L-BHP 3870	VESSEL REGIS. NO.	TITLE NUMBER 93828266
PREV STATE FL	COLOR BLK	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE PVT	PROP.	PREV ISSUE DATE 08/18/2005
ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE 59 MILES		07/28/2005 ACTUAL		HULL MATERIAL		DATE OF ISSUE 08/24/2005	

REGISTERED OWNER
**FRANK LOUIS AMODEO
1311 HOFFNER AVE
ORLANDO FL 32809-3515**

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
HEREBY RELEASED

BY _____
TITLE _____ DATE _____

1ST LIENHOLDER
NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

Carl A. Ford
CARL A. FORD
DIRECTOR

Control Number **73877733**

Fred G. Dickinson, III
FRED G. DICKINSON, III
EXECUTIVE DIRECTOR

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

I/We state that this ☐ is an ☐ 6 digit odometer now reads (no tenths) Selling Price \$ Date Sold:
miles, date read and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.
CAUTION: ☐ DO NOT CHECK BOX IF ACTUAL MILEAGE ☒ ☐ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
2. I hereby certify that the odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____
Signature of Co-Purchaser: _____
Signature of Seller: _____
Signature of Co-Seller: _____
(When Applicable)
Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: \$ _____
Auction Name: _____ License Number: _____

CATTS & BROOKS, LLC
1529 Reynolds Street
Brunswick, Georgia 31520

Berman, Richard, E., Esq.
 Berman, Kean & Riguera, P.A.
 2101 W. Commercial Blvd., Ste. 2800
 Fort Lauderdale FL 33309
 US

Page: 1
 July 15, 2005
 Account No: 136-10M
 Statement No: 596

Fields vs. Holland

Fees

		Hours	
06/01/2005	Review correspondence re: Walter's call re: filed suit and planned to serve on counsel; draft letter re: representation; instructions to legal assistant re: Superior Court Clerk records search for new suit; telephone w/District Court Clerk; telephone conferences w/TCB w/RB and KP; correspondence to counsel forwarding docket and draft Complaint; instructions to legal assistant re: obtaining file and monitoring file for service affidavits and forward file to co-counsel and Lamar Walter; draft issue checklist; research fraudulent acts to obstruct removal and related removal issues; draft memorandum re: same; and other matters.	3.70	1,054.50
06/02/2005	Removal Issues; conference w/TCB; research; draft filing chronology; telephone w/co-counsel RB and KP w/TCB; telephone Lamar Walter; telephone US Probation Officer; and other matters.	3.50	997.50
06/07/2005	Research intentional infliction of emotional harm and domestic relations contacts; conference w/TCB in preparation for conference w/RB and memorandum.	1.50	427.50
06/09/2005	Telephone w/KP and w/TCB telephone w/REB re: removal and other strategy matters.	0.30	85.50
	Removal Matters re: case review.	0.30	n/c
06/10/2005	Drafted and revised correspondence to co-counsel re: forwarding case and update of status.	0.50	142.50
06/20/2005	Review correspondence from Berman; instructions to legal assistant re: Service and Ocala Hollands; call to Ocala Hollands; and other matters.	0.70	199.50
	AUSTIN E. CATTS	10.20	2,907.00
06/01/2005	Various correspondence between counsel re. recent developments, strategy, other; draft proposed letter re. no longer representing Claire; various conferences with AEC; various conference calls; receipt and review newly filed complaint; other.	1.50	277.50
06/02/2005	Research re. issues of diversity, controversy, refiling, timing for removal		

Fields vs. Holland

Hours

petition, other; various conference calls with AEC, Richard, Kathy re. discussing strategy, other; reviewing file on new complaint, discovery, other.

2.90 536.50

06/03/2005 Office conference with AEC re. discussing recent developments, other.

0.30 55.50

06/06/2005 Correspondence from Berman re. strategy moving forward; conference with AEC re. update; correspondence to Berman re. additional information needed, other matters.

0.50 92.50

06/07/2005 Office conference with AEC re. discuss case, strategy, decision rejecting intentional inflection of emotional distress claim.

0.40 74.00

06/08/2005 Conference with AEC re. strategy, motion to dismiss, other.

0.40 74.00

06/09/2005 Various conferences with AEC re. update, strategy, other; conference call with AEC and Berman re. recent Supreme Court case addressing removal issue, strategy, other.

0.80 148.00

TODD C. BROOKS

6.80 1,258.00

06/01/2005 Correspondence to Tucker and Rivers re. update, status.

0.50 35.00

JESSIE D. WILLIAMS

0.50 35.00

06/01/2005 Receipt and review of e-mail from Berman; drafted correspondence to Plaintiff's counsel; telephone conferences w/Berman's and Portnoy's office re: scheduling conference call; other.

0.60 36.00

06/02/2005 Receipt and review of new Complaint and accompanying documents filed by Fields; forwarded documents to Berman and Portnoy via fax and regular mail; telephone conference w/Clerk of Superior Court, Glynn County re: paying of costs of dismissed action; drafted and revised memorandum to co-counsel; forwarded memorandum via e-mail; memorandum to file; file maintenance; other.

0.70 42.00

06/09/2005 Telephone conference w/Berman's office re: setting up conference call; telephone conference w/Portnoy's office re: setting up conference call; other.

0.20 12.00

06/13/2005 Revised and forwarded correspondence to Portnoy and Berman; other.

0.30 18.00

06/20/2005 Receipt and review of e-mail correspondence from Berman; conference w/AEC re: service of Holland; research re: Holland listed on new Complaint in Ocala, location of William Holland at address listed in 2nd Complaint, obtained telephone number for Ocala Holland, attempted telephone call to Ocala; office conference w/AEC re: AEC calling Holland in Ocala and leaving message re: possible receipt of Court documents; search Georgia Bar online re: obtained Claire Holland information re: available to public re: not evading/Fields did not attempt to locate; file maintenance; other.

1.00 60.00

LORI HAMPTON

2.80 168.00

Fields vs. Holland

		Hours	
06/01/2005	Revised letter to Counsel, print envelopes, and other.	0.50	15.00
	RHONDA DELUCA	0.50	15.00
	For Current Services Rendered	20.80	4,383.00
	<u>Expenses</u>		
06/02/2005	Superior Court Records		8.25
06/29/2005	Facsimile costs, June, 2005.		88.00
06/29/2005	Photocopy charges, June, 2005.		20.00
06/30/2005	Long distance telephone charges, June, 2005.		14.14
	Total Expenses		130.39
	<u>Advances</u>		
06/30/2005	Online legal research, June, 2005.		210.86
	Total Advances		210.86
	Total Current Work		4,724.25
	Previous Balance		\$14,902.69
	<u>Payments</u>		
06/15/2005	Payment Statement #563		-14,622.98
06/15/2005	Payment Statement #541.		-279.71
06/15/2005	Retainer - balance from payment credited to trust account.		-97.31
	Total Payments		-15,000.00
	Balance Due		\$4,626.94
	Please Remit		\$4,626.94

Please remit payment at your earliest opportunity. Thank you.

CATTS & BROOKS, LLC
TRIAL ATTORNEYS
1529 REYNOLDS STREET
POST OFFICE BOX 1994
BRUNSWICK, GEORGIA 31521-1994

TELEPHONE: (912) 261-8448
TELEFAX: (912) 261-7919

AUSTIN E. CATTS
TODD C. BROOKS

September 8, 2005

Richard E. Berman, Esq.
Berman, Kean & Riguera, P.A.
2101 W. Commercial Blvd., Suite 2800
Fort Lauderdale, Florida 33309

RE: *Fields v. Holland; United States District Court, Southern District of Georgia, Brunswick Division, Civil Action Number: CV205-80; Statement No.: 677*

Dear Mr. Berman:

Please find enclosed this firm's statement for legal fees and expenses incurred in representing Ms. Holland in the above-referenced matter through August 31st, 2005. Please note that the enclosed charges have been deducted from your initial retainer which is being held in our trust account.

If you have any questions, please let me know.

Yours very truly,



Jessie D. Williams,
Office Manager

JDW/me
enclosure

CATTS & BROOKS, LLC
1529 Reynolds Street
Brunswick, Georgia 31520

Berman, Richard, E., Esq.
 Berman, Kean & Riguera, P.A.
 2101 W. Commercial Blvd., Ste. 2800
 Fort Lauderdale FL 33309
 US

Page: 1
 September 09, 2005
 Account No: 136-10M
 Statement No: 677

Fields vs. Holland

Fees

		Hours	
08/03/2005	Review and respond to correspondence re: Telephone conference w/counsel.	0.20	57.00
08/05/2005	Preparation for telephone conference w/counsel; telephone conference w/counsel re: removal and motion to vacate contempt order and Rule 11; subsequent conference w/TCB re: Monday sentencing of Fields and government's reply brief; call to RB re: sentencing; and other matters. AUSTIN E. CATTS	1.00 1.20	285.00 342.00
08/05/2005	Office conference with AEC re. recent developments, strategy, other; conference call with AEC, Richard Berman, Kathy Portnoy re. discussing recent developments, strategy, other; check PACER re. recent developments; review and analyze government supplemental filings re. restitution issue; check on status of sentencing and scheduling same; telephone conference with Portnoy and Berman re. sentencing set for Monday morning; conference with AEC re. update.	1.80	333.00
08/08/2005	Telephone call to Lamar Walter re. discussing sentencing, rescheduling of same, brief on restitution, other; telephone to Kathy Portnoy re. sentencing reschedule; telephone conference with Richard Berman re. sentencing issue, other; conference with AEC re. strategy.	1.00	185.00
08/11/2005	Extensive conference with Lamar Walter re. recent sentencing of Fields, etc.; research re. revival statute and time for same; conference with AEC re. update, strategy, other; calls to Bermen. TODD C. BROOKS	1.20 4.00	222.00 740.00
08/04/2005	Conference w/AEC/TCB re: scheduling conference call/conference call information; other.	0.10	6.00
7/05/2005	Telephone conference w/Amy at Portnoy's office re: setting up conference call; other. LORI HAMPTON	0.10 0.20	6.00 12.00

Berman, Richard, E., Esq.

Fields vs. Holland

Page: 2
September 09, 2005
Account No: 136-10M
Statement No: 677

		Hours	
08/02/2005	File management	0.50	15.00
	RHONDA DELUCA	0.50	15.00
	For Current Services Rendered	5.90	1,109.00

Expenses

08/01/2005	Long distance telephone charges	1.60
08/29/2005	Facsimile costs	98.00
08/29/2005	Long distance telephone charges	5.28
	Total Expenses	104.88

Advances

08/31/2005	Online legal research.	50.00
	Total Advances	50.00
	Total Current Work	1,263.88
	Previous Balance	-\$1,494.56
	Credit Balance	<u>-\$230.68</u>
	Total Credit Balance	<u>-\$230.68</u>

Please remit payment at your earliest opportunity. Thank you.

CATTS & BROOKS, LLC
1529 Reynolds Street
Brunswick, Georgia 31520

Berman, Richard, E., Esq.
Berman, Kean & Riguera, P.A.
2101 W. Commercial Blvd., Ste. 2800
Fort Lauderdale FL 33309
US

Page: 1
September 09, 2005
Account No: 136M

CATTS & BROOKS, LLC

Previous Balance	Fees	Expenses	Advances	Payments	Balance
Fields vs. Holland					
-1,494.56	1,109.00	104.88	50.00	0.00	<u>-\$230.68</u>

Please remit payment at your earliest opportunity. Thank you.



KRAVIT
ARCHITECTURAL
ASSOCIATES,
INC.

402
East Avenue
Suite 100
Fort Lauderdale, FL 33304
Tel: (954) 571-1147
Fax: (954) 571-1148

THIS DOCUMENT IS THE PROPERTY OF KRAVIT ARCHITECTURAL ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KRAVIT ARCHITECTURAL ASSOCIATES, INC.

PROJECT	
2101 BUILDING	
SUITE 2500 & 2800	
FORT LAUDERDALE	
FLORIDA	
CONSULTANT	

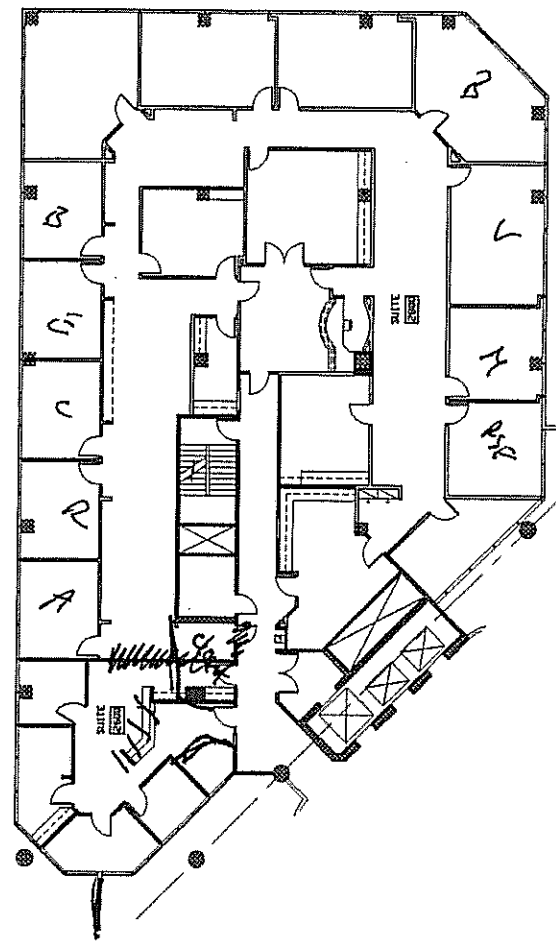
REVISIONS	
NO.	DATE
DESCRIPTION	

THIS DRAWING IS THE PROPERTY OF KRAVIT ARCHITECTURAL ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KRAVIT ARCHITECTURAL ASSOCIATES, INC.

PROJECT PHASE	
<input type="checkbox"/> SITE PLANNING	
<input type="checkbox"/> SCHEMATIC DESIGN	
<input type="checkbox"/> DESIGN DEVELOPMENT	
<input type="checkbox"/> CONSTRUCTION DOCUMENTS	

SPACE PLAN	
PROJECT NUMBER	
DRAWING NUMBER	
DATE	
BY	
CHECKED BY	
APPROVED BY	

SP-1



01 FLOOR PLAN

1/8" = 1'-0"

CATTS & BROOKS, LLC
TRIAL ATTORNEYS
1529 REYNOLDS STREET
POST OFFICE BOX 1994
BRUNSWICK, GEORGIA 31521-1994

TELEPHONE: (912) 261-8448
TELEFAX: (912) 261-7919

AUSTIN E. CATTS
TODD C. BROOKS

May 11, 2005

Richard E. Berman, Esq.
Berman, Kean & Riguera, P.A.
2101 W. Commercial Blvd., Suite 2800
Fort Lauderdale, Florida 33309


RE: *Fields v. Holland; United States District Court, Southern District of Georgia, Brunswick Division, Civil Action Number: CV205-80; Statement No.: 528*

Dear Mr. Berman:

Please find enclosed this firm's statement for legal fees and expenses incurred in representing Ms. Holland in the above-referenced matter through April 30, 2005. Please note that the enclosed charges have been deducted from the initial retainer which is being held in our trust account.

If you have any questions, please let me know.

Yours very truly,



Jessie D. Williams,
Office Manager

JDW/me
enclosure

CATTS & BROOKS, LLC
1529 Reynolds Street
Brunswick, Georgia 31520

Berman, Richard, E., Esq.
Berman, Kean & Riguera, P.A.
2101 W. Commercial Blvd., Ste. 2800
Fort Lauderdale FL 33309
US

Page: 1
May 13, 2005
Account No: 136M

CATTS & BROOKS, LLC

Previous Balance	Fees	Expenses	Advances	Payments	Balance
Fields vs. Holland					
0.00	3,213.50	229.71	50.00	-5,000.00	<u><u>-\$1,506.79</u></u>

Please remit payment at your earliest opportunity. Thank you.

CATTS & BROOKS, LLC
1529 Reynolds Street
Brunswick, Georgia 31520

Berman, Richard, E., Esq.
Berman, Kean & Riguera, P.A.
2101 W. Commercial Blvd., Ste. 2800
Fort Lauderdale FL 33309
US

Page: 1
May 13, 2005
Account No: 136-10M
Statement No: 541

Fields vs. Holland

Fees

		Hours	
04/11/2005	HOLLAND v. FIELDS: Telephone conference w/Winter and TCB re: conflicts and local rules.	0.60	171.00
04/12/2005	Review correspondence from Winter; telephone Winter; conference w/TCB re: various legal matters; file memorandum; and numerous other matters.	1.40	285.00
04/13/2005	Reviewing criminal file on Fields; conference with TCB re. discussing strategy, recent developments, filings, removal issue, other; reviewing draft of varying motions, answer, etc.; reviewing recent legislative enactments for potential application; receipt and review of faxed copies of motions to file in Federal Court re: Removal; several telephone conferences w/Winter, Portnoy, Berman; instructions to legal assistant re: receipt of motions, briefing of case; other.	4.00	1,140.00
	AUSTIN E. CATTS	6.00	1,596.00
04/12/2005	Extensive office conference with AEC re. new matter, recent developments, additional information, strategy, issue of transfer, issue of removal, other; research re. removal statute, Georgia cases applying same, other issues.	1.50	277.50
04/13/2005	Reviewing criminal file on Fields; conference with AEC re. discussing strategy, recent developments, filings, removal issue, other; reviewing draft of varying motions, answer, etc.; reviewing recent legislative enactments for potential application.	2.80	518.00
	TODD C. BROOKS	4.30	795.50
04/12/2005	HOLLAND: Conference w/AEC re: initiation of case; research, drafted, and revised local counsel letter; correspondence to Mr. Winter re: retaining as local counsel, forwarded same; initial set up of file; research re: Glynn Co. Planning Commission re: James Fields; other.	1.50	90.00
04/13/2005	Extensive PACER research re: US v. Fields; fax correspondence to Winter and Berman re: forwarding Docket and Information sheet; memo to file re: same; conference w/AEC re: further action required, other; and		

Fields vs. Holland

		Hours	
	other matters. Opened file; reviewed pleadings sent by fax; conference w/TCB and AEC re: pleadings; correspondence to Winter and Berman; other.	4.00	240.00
04/14/2005	Receipt and review of motions sent by Winter; conference w/AEC re: filing; review of instructions for filing; copying of motions for filing; delivered motions to Superior and Federal Court for filing; telephone conference w/clerk at Federal Court re: response motion; correspondence to opposing counsel re: COS of motions; telephone conference w/Berman's office re: Litigant's Bill of Rights, pro hac vice; telephone conference w/Winter's office re: confirmed motions had been filed; review of General Order received from Federal Court clerk's office; file maintenance; and numerous other matters.	5.00	300.00
04/15/2005	Drafted Entry of Appearance for AEC; filed Entry of Appearance at Courthouse; prepared COS cover letter; forwarded Entry of Appearance; file maintenance; other.	1.00	60.00
04/22/2005	Conference w/Michele Ritz re: necessity of filing additional motion/report w/Federal Court of outstanding motions in Superior Court; telephone conference w/TCB and Nita, Clerk, District Court re: necessity of further filing w/regard to Order assigning to Judge Alaimo and giving 10 days to file status report of motions; further telephone conference w/Michele Ritz re: relaying that motion/report should be filed; memo to file re: same; conference w/AEC re: same.	0.40	24.00
04/25/2005	Receipt and review of Status of Pending Motions from M. Ritz; prepared attachments for motions for filing; prepared final motion for filing; instructions to legal secretary re: filing motion; correspondence to Plaintiff's counsel re: forwarding COS copies; forwarded COS copies to Plaintiff's counsel and co-counsel; file maintenance; other.	0.80	48.00
04/27/2005	Receipt and review of executed Litigant Bill of Rights and Pro Hac Vice documents; prepared documents for filing in District Court; correspondence to Plaintiff's counsel re: COS of Litigant Bill of Rights and forwarded same to co-counsel; file review; calendared US v. Field trial; conference w/AEC re: update; file maintenance; other.	1.00	60.00
	LORI HAMPTON	13.70	822.00
	For Current Services Rendered	24.00	3,213.50
	<u>Expenses</u>		
04/30/2005	Long distance telephone charges, April, 2005		1.46
04/30/2005	Facsimile costs, April, 2005		44.00
04/30/2005	Photocopy charges, April, 2005.		184.25
	Total Expenses		229.71

Berman, Richard, E., Esq.

Fields vs. Holland

Page: 3

May 13, 2005

Account No: 136-10M

Statement No: 541

Advances

04/30/2005	Online legal research, April, 2005.	50.00
	Total Advances	50.00
	Total Current Work	3,493.21

Payments

04/14/2005	Retainer (less \$2,500.00 deemed earned).	-2,500.00
04/14/2005	Credit from deemed earned portion of retainer.	-2,500.00
	Total Payments	-5,000.00
	Credit Balance	<u>-1,506.79</u>
	Total Credit Balance	<u>-1,506.79</u>

Please remit payment at your earliest opportunity. Thank you.

CATTS & BROOKS, LLC
1529 Reynolds Street
Brunswick, Georgia 31520

Berman, Richard, E., Esq.
Berman, Kean & Riguera, P.A.
2101 W. Commercial Blvd., Ste. 2800
Fort Lauderdale FL 33309
US

Page: 1
July 15, 2005
Account No: 136M

CATTS & BROOKS, LLC

Previous Balance	Fees	Expenses	Advances	Payments	Balance
Fields vs. Holland					
14,902.69	4,383.00	130.39	210.86	-15,000.00	<u>\$4,626.94</u>

Please remit payment at your earliest opportunity. Thank you.

SEPTEMBER

2005

IMPORTANT

This claim was previously submitted to Blue Shield and the balance remains unpaid. As Blue Shield has not responded to our previous claim filings, please verify the information below and if it is correct, contact Blue Shield for claim status. If we do not receive a response from Blue Shield we do look to you for payment. If the information is incorrect in the area below, please contact our office. Thank you.

PD Money

PRIMARY INSURANCE
 BLUE SHIELD OF FLORIDA PHONE: 800-727-2227
 PO BOX 1798 JACKSONVILLE FL 32231
 POL: XJW418742683 PLAN: GRP: 99999PN3

SECONDARY INSURANCE
 PRIVATE PAY PHONE:
 POL: PLAN: GRP:

DATE	CODE	DESCRIPTION	CHARGES	CREDITS	BALANCE
**** 03-19-05	IF YOU HAVE 99204	ALREADY MADE PAYMENT PLEASE DISREGARD THIS NOTICE. OFFICE/OP VISIT, NEW PT, 3 KEY COMPONENTS: COMPREHENSIVE HX; COMPREHENSIVE EX AM; MED DECISION MOD COMPLEX PMT-BLUE SHIELD CONT LOSS-BLUE SHIELD YOUR INS. COMPANY'S EOB HAD A PAT. RESPONSIBILITY AMOUNT OF \$43.91 FOR SERVICES PROVIDED.	272.00		272.00
04-14-05	PAYMENT			175.62	96.38
04-14-05	ADJUST			52.47	43.91
- -	PAT RESP				
MAKE CHECK PAYABLE AND MAIL TO:			PLEASE PAY THIS AMOUNT ▶		\$43.91
IRS#: 59-3474034			EMER PHYSICIANS OF CENTRAL FL P.O. BOX 628296 ORLANDO, FL 32862		
			MTA AMODEO ACCT NO: A417-0012420-01		

4119 01/01 R105-381

MONEY ORDER RECEIPT - NON NEGOTIABLE

AGT 307005 DT 111005 \$43.91 **43DOLLARS AND 91CENTS

\$5 OFF one US person to person Western Union Money Transfer
 payable same day at US Agent. One discount per transfer.
 PAYABLE TO: EMER PHYSICIANS OF CENTRAL FL
 P.O. BOX 628296
 ORLANDO, FL 32862
 No Cash Value. Agent Use Code J1115. Expires 12/31/2005

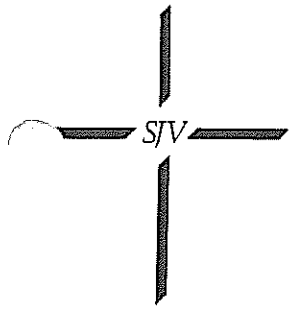
Emer Physicians A41700124201

Payable to:
 RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ
 IMPORTANT INFORMATION BELOW AND ON BACK.
 PURCHASE AGREEMENT: You the purchaser agree that Integrated Payment Systems Inc. (IPS) need not stop payment
 on, or replace, or refund a lost or stolen IPS Money Order unless (1) you fill in the face of the Money Order at the time of
 purchase, and (2) you report the loss or theft to IPS in writing immediately, and (3) You provide IPS with this original Money
 Order receipt issued by Integrated Payment Systems Inc., Englewood, Colorado. For customer service, call 1-800-999-9660.



LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP



Saint John Vianney School

August 31, 2005

Mr. Frank L. Amodeo
2875 S. Orange Avenue
Orlando, FL 32806

Dear Mr. Amodeo:

Re: Your 2005 Charitable Donation

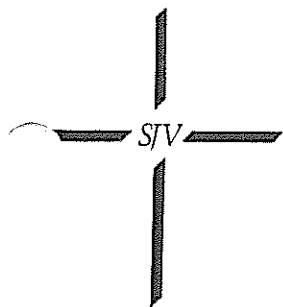
This will acknowledge our receipt of your check for \$5,000 to be used for the eighth grade students to travel to the Kennedy Space Center. We understand that this trip also includes lunch and the "space ice cream."

This will further acknowledge that our organization has not repaid your gift donation with goods or services and that we have records to substantiate the dollar amount of your donation.

Our **TAXPAYER ID NUMBER** is 59-2918374

Yours very truly,

Sister Elizabeth Murphy
Principal



Saint John Vianney School

August 31, 2005

Mr. Frank L. Amodeo
2875 Orange Avenue
Orlando, FL 32806

Dear Frank,

Many, many thanks for your very generous gift of \$5,000 for our eighth grade students to travel to the Kennedy Space Center. You may be sure that their lunch will be taken care of and that they will experience the delicious taste of the "space ice cream."

I know that last year's class as well as the teachers enjoyed this trip immensely. Please know that I certainly do appreciate your kindness in giving our students the space center experience.

Thank you, again for this wonderful gift.

God's blessings be yours.

Gratefully in Christ,

Sr. Elizabeth Murphy



Post Office Box 560908
Orlando, FL 32856-0908
(407) 616-0647

Tuesday, October 11th, 2005

Thank you, Frank, for your \$1000 contribution!

It is a singular privilege to be found worthy of your financial support – and an honor to dream one day of representing you, our community and our nation in Congress.

Your generous investment in me strengthens my faith that our nation and community are eager for a representative who will turn away from extremist positions and seek the common ground where solutions wait for those with the vision, moral courage, character and integrity to develop them.

Enclosed is a card for your wallet showing you're a "card carrying" member of our campaign leadership team. I hope you carry it with pride and show it to your friends whenever possible, and I promise to make you proud of your decision to support me.

Thank you, again, for your early and considerable financial support!

A handwritten signature in black ink, appearing to be "C Stuart", written in a cursive style.

www.CharlieStuartforCongress.com

Paid for by Charlie Stuart for Congress





Post Office Box 560908 | Orlando, FL 32856
Tel: (407) 999-9899 | Fax: (407) 999-7761
Charlie@CharlieStuartforCongress.com

To: Frank Amodeo @ (407) 426-9191

December 14th, 2005

Frank,

Your support of my campaign is significant, valued and very much appreciated. Thanks to you, we are well on our way to raising the \$1.5 million needed to get our story out. Because what we're doing is so important for our community and nation, I write today to ask you to consider adding to your investment.

Federal election law allows a couple to contribute up to \$8,400 during the whole campaign. That means, with your \$1,000 contribution, you have \$7,400 available under the maximum limit.

Any additional funds we receive from you this quarter – before December 31st – will make a profound statement that you and I seek the change we need in Congress.

Will you consider making an additional contribution, perhaps of \$7,400? Please listen for my call in a few days to talk with you – and please know that Barbara and I are so very blessed to already have your generous and substantial support.

Thank you for giving my request thought – and thank you for talking with me when I call.

Sincerely,

A handwritten signature in cursive script that reads "Charlie".

Charles S. Stuart

An individual can contribute up to \$2,100 during each of the two election cycles (primary & general) – for a total contribution limit for the 2006 campaign season of \$4,200. Only contributions from individuals are allowed in Federal elections – this means we cannot accept company or corporate checks. If you have any questions, please call Kelly DiRocco, Finance Director, at the campaign office – (407) 999-9899.

www.CharlieStuartforCongress.com

PAID FOR BY CHARLIE STUART FOR CONGRESS

OCTOBER

2005

WELLINGTON CAPITAL ("Wellington")

Wellington is an entity owned 100% by Frank Amodeo for the purpose of investing in, and effecting the turnaround of, distressed entities. Incidental to this objective, Wellington provides consulting services to acquired entities so they can be re-sold for a gain.

In the course of resolving Presidion's problems, Wellington acquired Presidion. Once in the effective control of Amodeo, the expense and cost structure of Presidion was improved so that Presidion became profitable. Presidion is now a valuable company in Wellington's portfolio.

In consideration of services provided, Wellington paid Amodeo professional fees, of which the following monies were deposited into this Account.

7/01/05	\$55,435.94
8/17/05	\$500,000.00
10/12/05	\$600,000.00
11/16/05	\$250,000.00
12/07/05	\$1,050,000.00

These fees will be appropriately reported on Amodeo's 2005 Form 1040 as consulting income.

Wellington Capital Group Inc.

1969 S. Alafaya Trail #236
Orlando, FL 32828

Mercantile Bank
Orlando, FL 32801

63-1377
631

10036

DATE

Reference:

PAY

FRANK L AMODEO

\$ 600.00

Six Hundred Thousand & 00/100

DOLLARS

TO THE
ORDER
OF

Memo

LOAN

⑈010036⑈ ⑆063113772⑆7600303414⑈

Wellington Capital Group Inc.

10036

Wellington Capital Group Inc.

10036

Wellington Capital Group Inc.
1500 S. Alanya Trail #220
Orlando, FL 32825

8449
309

DATE
Reference: 10036

PAY TO THE ORDER OF: FRANK L. AMODEO
Security - First National Bank

TO THE ORDER OF: FRANK L. AMODEO

10036

10036

10036

Check # 10036 Account 7600303414, 10132005, \$600,000.00

Wellington Capital Group Inc.
1500 S. Alanya Trail #220
Orlando, FL 32825

8449
309

DATE
Reference: 10037

PAY TO THE ORDER OF: CHARLES MC-BRIDE, JR.
Security - First National Bank

TO THE ORDER OF: CHARLES MC-BRIDE, JR.

10037

10037

10037

Check # 10037 Account 7600303414, 10272005, \$75,000.00

7600303414

WELLINGTON CAPITAL GROUP INC
2875 S ORANGE AVE SUITE 500

Page: 2
DATE: 10-31-05

10-17	VISA	SUSHI HATS	66.80
		SUSHI HATSU JAPANS	
		ORLANDO FL	
10-17	VISA	ROOM 39	32.26
		ROOM 39	
		ORLANDO FL	
10-17	VISA	MAIL BOXES	9.26
		MAIL BOXES ETC.	
		9549232900 FL	
10-17	VISA	MAIL BOXES	9.05
		MAIL BOXES ETC.	
		9549232900 FL	
10-18	VISA	MAIL BOXES	22.97
		MAIL BOXES ETC.	
		9549232900 FL	
10-20	VISA	MAIL BOXES	22.97
		MAIL BOXES ETC.	
		9549232900 FL	
10-24	VISA	MAIL BOXES	9.05
		MAIL BOXES ETC.	
		9549232900 FL	
10-24	VISA	MAIL BOXES	8.74
		MAIL BOXES ETC.	
		9549232900 FL	
10-24	VISA	MAIL BOXES	8.74
		MAIL BOXES ETC.	
		9549232900 FL	
10-31	VISA	SUSHI HATS	45.20
		SUSHI HATSU JAPANS	
		ORLANDO FL	
10-31	VISA	SEASONS HA	12.20
		SEASONS HARVEST	
		ORLANDO FL	

CHECKS PAID

No.	Date	Amount	No.	Date	Amount
10036	10-13	600000.00	10037	10-27	75000.00

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
9-30	1006829.30	10-03	1006552.83	10-05	1006529.86
10-06	1006494.86	10-07	1006471.89	10-11	1006422.39
10-12	1006399.42	10-13	406399.42	10-17	406282.05
10-18	406259.08	10-20	406236.11	10-24	406209.58
10-27	331209.58	10-31	331152.18		

MATRIX ALABAMA n/k/a SYNEX CORPORATION ("SYNEX")

SYNEX, formerly known as Matrix Alabama, is an entity owned 100% by Rama Inguva; Amodeo has no ownership interest in this entity. Amodeo and Inguva have a long-standing personal relationship.

In 2005, Inguva approached Amodeo to borrow funds to set up a data center operation for SYNEX in Huntsville, Alabama. Amodeo and Inguva executed a line of credit in the amount of \$5 million, a security agreement and a promissory note for the loan. Pursuant to this line of credit, Amodeo loaned the following monies from this Account to SYNEX in 2005.

8/09/05	\$75,000.00
8/22/05	\$300,000.00
10/26/05	\$350,000.00
11/28/05	\$500,000.00

NOVEMBER

2005

WELLINGTON CAPITAL ("Wellington")

Wellington is an entity owned 100% by Frank Amodeo for the purpose of investing in, and effecting the turnaround of, distressed entities. Incidental to this objective, Wellington provides consulting services to acquired entities so they can be re-sold for a gain.

In the course of resolving Presidion's problems, Wellington acquired Presidion. Once in the effective control of Amodeo, the expense and cost structure of Presidion was improved so that Presidion became profitable. Presidion is now a valuable company in Wellington's portfolio.

In consideration of services provided, Wellington paid Amodeo professional fees, of which the following monies were deposited into this Account.

7/01/05	\$55,435.94
8/17/05	\$500,000.00
10/12/05	\$600,000.00
11/16/05	\$250,000.00
12/07/05	\$1,050,000.00

These fees will be appropriately reported on Amodeo's 2005 Form 1040 as consulting income.

WELINGTON CAPITAL GROUP INC.
1909 S. Alameda Trail #230
Orlando, FL 32828

DATE 11/14/05
Reference

PAY DRIVE PAPER \$ 1000.00

TO THE ORDER OF DRIVE PAPER

10031

⑈010031⑈ ⑈066111772⑈7600303414⑈ ⑈0000100000⑈

Check # 10031 Account 7600303414, 11162005, \$1,000.00

WELINGTON CAPITAL GROUP INC.
1909 S. Alameda Trail #230
Orlando, FL 32828

DATE 11/14/05
Reference

PAY FRANK AMUNDSON \$ 250,000.00

TO THE ORDER OF LOAN 84493091

10032

⑈010032⑈ ⑈066111772⑈7600303414⑈ ⑈0025000000⑈

Check # 10032 Account 7600303414, 11172005, \$250,000.00

WELINGTON CAPITAL GROUP INC.
1909 S. Alameda Trail #230
Orlando, FL 32828

DATE 11/14/05
Reference

PAY DRIVE PAPER \$ 30,000.00

TO THE ORDER OF DRIVE PAPER

10038

⑈010038⑈ ⑈066111772⑈7600303414⑈ ⑈0003000000⑈

Check # 10038 Account 7600303414, 11142005, \$30,000.00

WELINGTON CAPITAL GROUP INC.
1909 S. Alameda Trail #230
Orlando, FL 32828

DATE 11/14/05
Reference

PAY DRIVE PAPER \$ 1,000.00

TO THE ORDER OF DRIVE PAPER

10039

⑈010039⑈ ⑈066111772⑈7600303414⑈ ⑈0000100000⑈

Check # 10039 Account 7600303414, 11212005, \$1,000.00

WELINGTON CAPITAL GROUP INC.
1909 S. Alameda Trail #230
Orlando, FL 32828

DATE 11/14/05
Reference

PAY DRIVE PAPER \$ 5,000.00

TO THE ORDER OF DRIVE PAPER

10040

⑈010040⑈ ⑈066111772⑈7600303414⑈ ⑈0000500000⑈

Check # 10040 Account 7600303414, 11182005, \$5,000.00

7600303414

WELLINGTON CAPITAL GROUP INC
2875 S ORANGE AVE SUITE 500

Page: 2
DATE: 11-30-05

11-15	VISA	MAIL BOXES	22.97	
		MAIL BOXES ETC.		
		9549232900 FL		
11-17	VISA	MAIL BOXES	22.97	
		MAIL BOXES ETC.		
		9549232900 FL		
11-21		INCOMING WIRE TRANSFER		700000.00
		PRESIDION SOULTIONS		
11-21	VISA	THE UPS ST	144.00	
		THE UPS STORE #408		
		ORLANDO FL		
11-21	VISA	MAIL BOXES	22.97	
		MAIL BOXES ETC.		
		9549232900 FL		
11-21	VISA	PANERA BRE	18.15	
		PANERA BREAD #3317		
		ORLANDO FL		
11-21	VISA	MAIL BOXES	9.11	
		MAIL BOXES ETC.		
		9549232900 FL		
11-22	VISA	MAIL BOXES	22.97	
		MAIL BOXES ETC.		
		9549232900 FL		
11-25	VISA	MAIL BOXES	23.15	
		MAIL BOXES ETC.		
		9549232900 FL		
11-28		OUTGOING WIRE TRANSFER	75000.00	
		C W COLBURN		
11-29	VISA	MAIL BOXES	22.97	
		MAIL BOXES ETC.		
		9549232900 FL		
11-29	VISA	MAIL BOXES	9.11	
		MAIL BOXES ETC.		
		9549232900 FL		
11-29	VISA	MAIL BOXES	8.80	
		MAIL BOXES ETC.		
		9549232900 FL		
11-30	STAR WTD	BEST BUY #	40.44	
		845 N ALAFAYA TRAI		
		ORLANDO FL		
11-30	VISA	MAIL BOXES	22.97	
		MAIL BOXES ETC.		
		9549232900 FL		

CHECKS PAID

No.	Date	Amount
10031	11-16	1000.00
10032	11-17	250000.00
10038*	11-14	30000.00

No.	Date	Amount
10039	11-21	1000.00
10040	11-18	5000.00

2/2/2006
11:08 AM

Wolff, Hill, McFarlin & Herron, P.A.
Funds Transaction Listing

Page 1

Selection Criteria

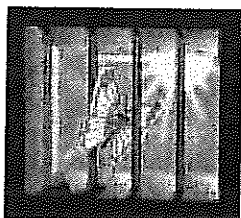
Fund Classification Open
Clie. Selection Include: Amodeo, Frank L.-Repayment of
Fund Selection Include: Trust Account

'B' for Billed. 'P' for Posted.

ID	Type	Client	
Date/Chk #	Invoice #	Account Name	Value
12868	DEP	Amodeo, Frank L.-Repayment of	100000.00
11/5/2005		P Trust Account	
1042		Deposit to trust account from Frank L. Amodeo. Check No. 1042	

Grand Total
Deposit

100000.00



Living Hope International Ministry, Inc.

P.O. Box 560403

Orlando, Florida 32856-0403

Phone: (407) 422-6797 • Fax: (407) 422-2185

Caretha E. Brown
President/Founder

November 11, 2005

Mr. Frank L. Amodeo
2875 S. Orange Avenue
Orlando, FL 32806-5455

Dear Mr. Amodeo,

Living Hope International Ministry, Inc. sincerely appreciates your donation of \$25,000 for program services. We are grateful that you have a heart to support a program that is providing services to help the down trodden regain their lives.

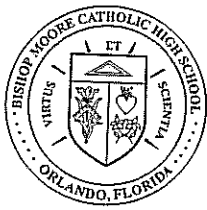
We are blessed to have Dr. Bob with his experience and wisdom as our Board Chair. He has a big heart to help people and he keeps us laughing too. However, he is serious about the work that he is doing.

We would be delighted to have you visit with us at Living Hope at any time. The work that we are doing is awesome. There are many positive testimonies of women whose lives have been changed. They are now productive in society as women, wives and mothers. I had the opportunity to share a letter at our last board meeting from one of our graduates who is now a soccer Mom, Scout leader and active in the PTA. She is a mother of three children. I am encouraged when I see women become productive in society, and grateful for people like you who are willing to support us in bringing about that process.

Again, we appreciate your generous donation.

Because I Care,

Caretha E. Brown
CEO



BISHOP MOORE CATHOLIC HIGH SCHOOL

*THE HOLY SPIRIT, WHOM THE
FATHER WILL SEND IN MY NAME,
WILL TEACH YOU ALL THINGS.
JOHN 14:26*

December 22, 2005

Mirabiles Ventures, Inc
20 N. Orange Avenue. Suite 1412
Orlando, FL 32801

Thank you for your donation of \$ 500.00 to the Bishop Moore Volleyball (Girls) Program. Your generosity and thoughtfulness will aid in the improvement and development of individual skills while participating in Bishop Moore Athletics.

Your dedication and commitment to Bishop Moore Catholic High School, its students and our community is commendable. May God continue to bless you and your family!

Sincerely,

Mary Kelly,
Development Director

Please keep this letter for your tax record. We are in receipt of your check # 05-112960094 in the amount of \$500.00 as a contribution to Bishop Moore High School. You did not receive any goods or services for this donation.



BISHOP MOORE CATHOLIC HIGH SCHOOL

*THE HOLY SPIRIT, WHOM THE
FATHER WILL SEND IN MY NAME,
WILL TEACH YOU ALL THINGS.
JOHN 14:26*

December 22, 2005

Nexia Strategy
20 N. Orange Avenue. Suite 1412
Orlando, FL 32801

Thank you for your donation of \$ 500.00 to the Bishop Moore Volleyball (Girls) Program. Your generosity and thoughtfulness will aid in the improvement and development of individual skills while participating in Bishop Moore Athletics.

Your dedication and commitment to Bishop Moore Catholic High School, its students and our community is commendable. May God continue to bless you and your family!

Sincerely,

A handwritten signature in cursive script that reads 'Mary Kelly'.

Mary Kelly,
Development Director

Please keep this letter for your tax record. We are in receipt of your check # 05-112960093 in the amount of \$500.00 as a contribution to Bishop Moore High School. You did not receive any goods or services for this donation.

MATRIX ALABAMA n/k/a SYNEX CORPORATION ("SYNEX")

SYNEX, formerly known as Matrix Alabama, is an entity owned 100% by Rama Inguva; Amodeo has no ownership interest in this entity. Amodeo and Inguva have a long-standing personal relationship.

In 2005, Inguva approached Amodeo to borrow funds to set up a data center operation for SYNEX in Huntsville, Alabama. Amodeo and Inguva executed a line of credit in the amount of \$5 million, a security agreement and a promissory note for the loan. Pursuant to this line of credit, Amodeo loaned the following monies from this Account to SYNEX in 2005.

8/09/05	\$75,000.00
8/22/05	\$300,000.00
10/26/05	\$350,000.00
11/28/05	\$500,000.00

DECEMBER

2005

WELLINGTON CAPITAL ("Wellington")

Wellington is an entity owned 100% by Frank Amodeo for the purpose of investing in, and effecting the turnaround of, distressed entities. Incidental to this objective, Wellington provides consulting services to acquired entities so they can be re-sold for a gain.

In the course of resolving Presidion's problems, Wellington acquired Presidion. Once in the effective control of Amodeo, the expense and cost structure of Presidion was improved so that Presidion became profitable. Presidion is now a valuable company in Wellington's portfolio.

In consideration of services provided, Wellington paid Amodeo professional fees, of which the following monies were deposited into this Account.

7/01/05	\$55,435.94
8/17/05	\$500,000.00
10/12/05	\$600,000.00
11/16/05	\$250,000.00
12/07/05	\$1,050,000.00

These fees will be appropriately reported on Amodeo's 2005 Form 1040 as consulting income.

WELLINGTON CAPITAL GROUP INC
2875 S ORANGE AVE SUITE 500

Account Number 7600303414
Page 6 of 6

This is a legal copy of your image.

12/07/05 10033 \$10,000.00

WELLINGTON CAPITAL GROUP INC
1800 S. Orange Ave Suite 500
Orlando, FL 32808

DATE 12/7/05

PAY TO THE ORDER OF ONE HUNDRED THOUSAND DOLLARS

TO THE ORDER OF WELLINGTON CAPITAL GROUP INC

ACCOUNT NUMBER 7600303414

12/28/05 11000 \$110.00

MISCELLANEOUS DEBIT

INITIALS JB DATE 12/28/05

ACCOUNT NAME Wellington Capital Group APPR BY HR JR

DESCRIPTION/REMARKS

1525 REQUEST

Car # 11

Completed 12/27/05

ACCOUNT NUMBER 7600303414

12/08/05 10034 \$1,050,000.00

WELLINGTON CAPITAL GROUP INC
1800 S. Orange Ave Suite 500
Orlando, FL 32808

DATE 12/8/05

PAY TO THE ORDER OF ONE MILLION FIFTY THOUSAND DOLLARS

TO THE ORDER OF WELLINGTON CAPITAL GROUP INC

ACCOUNT NUMBER 7600303414



7600303414 31

WELLINGTON CAPITAL GROUP INC
2875 S ORANGE AVE SUITE 500
ORLANDO FL 32806

November 30, 2005 - December 31, 2005 Account Number 7600303414 Page 1 of 6
3 enclosures

BUSINESS CHECKING TREASURY SVS Summary 7600303414

Previous Balance	+ Deposits Credits	- Checks Debits	- Service Charges	+ Interest Credits	New Balance
668,114.64	1,000,000.00	1,571,350.95	0.00	0.00	96,763.69

31 Days in Statement Period

Deposits

Date	Description	Amount
12-01	INCOMING WIRE TRANSFER PRESIDION SOLUTIONS	1,000,000.00
<i>Total Deposits</i>		<i>\$1,000,000.00</i>

Checks

Date	Number	Amount	Date	Number	Amount
12-07	10033	10,000.00	12-08	10034	1,050,000.00
<i>Total Checks</i>		<i>\$1,060,000.00</i>			

Described Debits

Date	Description	Amount
12-02	VISA MAIL BOXES MAIL BOXES ETC. 9549232900 FL	22.97
12-05	VISA PUBLIC STO	249.69

ALEMBIK, FINE & CALLNER, P. A.
Attorneys At Law

Claire Holland
c/o Richard Berman
2101 West Commerical Boulevard
Suite 2800
Fort Lauderdale FL 33309

Page: 1
August 25, 2005
Client No: 101602-0001M
Statement No: 142656

James Perry Fields v. Claire S. Holland

PREVIOUS BALANCE	\$19,826.29
Service Charges	232.46
TOTAL BALANCE DUE	<u>\$20,058.75</u>

=====
*Some expenses may include a charge based upon estimated
overhead necessary to provide the specific service. Details
available upon request.*

ALEMBIK, FINE & CALLNER, P.A.

Attorneys at Law

September 29, 2005

Mr. Richard Berman
Berman, Kean & Riguera, P.A.
Suite 2800
2101 West Commercial Boulevard
Fort Lauderdale, Florida 33309

RE: James Perry Fields vs. Claire S. Holland
Civil Action No. CE05-00232-063

Dear Mr. Berman:

Enclosed is a copy of the trust disbursement ledger (e-mailed to you on 9/29) and copies of all invoices in Ms. Holland's case.

Please let me know if further information is needed. Thank you.

Very truly yours,



Amy J. Broderick
Legal Assistant to Kathy L. Portnoy

ajb/
Enc.

C: Dorothy Demba
Kathy L. Portnoy, Esq.

SunTrust Plaza, 37th Floor
303 Peachtree Street N.E.
Atlanta, Georgia 30308

Telephone 404 688 - 8800
Facsimile 404 420 - 7191

AMY BRODERICK

From: AMY BRODERICK
Sent: Thursday, September 29, 2005 1:37 PM
To: 'reb@bermankean.com'
Cc: AMY BRODERICK; DOROTHY DEMBA; KATHY PORTNOY
Subject: Trust ledger attached

Mr. Berman: Attached is the trust disbursement ledger. I will send you copies of all of the firm invoices by mail.



101602.txt

Date: 09/29/2005

TAS Client Trust Ledger
Alembik, Fine & Callner, P.A.

Page: 1

orney: 4 Kathy L. Portnoy

~~1016020001-1~~ Holland/Claire
James Perry Fields v. Claire S. Holland

<u>Date</u>	<u>Check #</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>	<u>Payee</u>
03/31/2005	Deposit	Trust Deposit	50,000.00CR	50,000.00	
04/29/2005	3120	Fees & Disbursements	8,487.50DB	41,512.50	Alembik, Fine & Callner, P.A.
05/31/2005	3125	Fees & Disbursements	38,834.28DB	2,678.22	Alembik, Fine & Callner, P.A.
06/20/2005	3127	Parking - Kathy Portnoy	29.50DB	2,648.72	Kathy Portnoy
06/20/2005	3127	Foley House Inn - Kathy Portnoy	252.00DB	2,396.72	Kathy Portnoy
06/20/2005	3127	Airfare - Kathy Portnoy	318.40DB	2,078.32	Kathy Portnoy
06/30/2005	3130	Fees & Disbursements	2,078.32DB	0.00	Alembik, Fine & Callner, P.A.
		Total Deposits:	50,000.00CR		
		Total Checks:	50,000.00DB		
		Closing Balance:		\$0.00	

ALEMBIK, FINE & CALLNER, P. A.
Attorneys At Law

Claire Holland
c/o Richard Berman
2101 West Commerical Boulevard
Suite 2800
Fort Lauderdale FL 33309

Page: 1
July 29, 2005
Client No: 101602-0001M
Statement No: 142417

James Perry Fields v. Claire S. Holland

LEGAL SERVICES RENDERED

	Hours	
06/01/2005 E-mail from Berman regarding possibility of suit re-filed and attorney withdrawal to insure no attempt to serve through counsel, issues regarding probation report, prior contempt order against client and follow-up with Walters;	1.20	
06/02/2005 Receipt and review complaint for damages; e-mail exchange regarding refiling;	0.30	
06/03/2005 Telephone conference with Catts regarding Fields' complaint for damages and concern with time running for Federal Court removal, feedback from Walters on Akers investigation and Akers remark for client to serve jail time.	0.80	
06/16/2005 Exchange of e-mails regarding Catts' concerns with order of contempt;	0.30	
06/20/2005 Exchange of e-mails regarding status, support payments; (no charge);	0.50	
TOTAL LEGAL SERVICES	3.10	910.00

EXPENSES ADVANCED

Photocopy Charges	35.00
Facsimile Charges	6.37
Postage	16.14
Long Distance Telephone	3.52
TOTAL EXPENSES ADVANCED through 06/30/2005	61.03
TOTAL THIS INVOICE	971.03
PREVIOUS BALANCE	\$18,855.26
TOTAL BALANCE DUE	<u>\$19,826.29</u>

Claire Holland

James Perry Fields v. Claire S. Holland

Page: 2

July 29, 2005

Client No: 101602-0001M

Statement No: 142417

=====

Some expenses may include a charge based upon estimated overhead necessary to provide the specific service. Details available upon request.

ALEMBIK, FINE & CALLNER, P. A.
Attorneys At Law

Claire Holland
c/o Richard Berman
2101 West Commerical Boulevard
Suite 2800
Fort Lauderdale FL 33309

Page: 1
June 30, 2005
Client No: 101602-0001M
Statement No: 142224

James Perry Fields v. Claire S. Holland

LEGAL SERVICES RENDERED

	Hours
05/02/2005 Performed legal research regarding statute of limitations applicable to intentional infliction of emotional distress claim, time for accrual of action, tolling, continuing tort theory (1.5); drafted e-mail to Richard Berman regarding statute of limitations issues (.6); drafted e-mail to Richard Berman regarding facts needed for motion to set aside contempt order (.3); performed legal research regarding contempt counterclaim as jurisdictional defect (1.7); drafted e-mail to Kathy Portnoy regarding same (.1); preparation of motion to set aside contempt order (1.5); Work on Defendant's Initial Disclosures, Interrogatories, Requests for Admission, and Requests for Production of Documents to Plaintiff;	5.70
Legal research regarding revival by writ of scire facias;	0.30
Draft Petition for Writ and Writ of Scire Facias;	1.10
Review Federal and Local Rules regarding subjects to discuss during Rule 26 conference;	0.90
Work on Rule 26(f) Report for Court;	0.10
Meeting with Kathy Portnoy regarding Rule 26 conference, Plaintiff's payment to Child Support Enforcement, and criminal trial;	0.70
Review legal memorandum regarding claim for intentional infliction of emotional distress; submission to jurisdiction; exchange of emails regarding status of procedure before ALJ; conference with Michelle Ritz regarding Rule 26 Conference; additional information for affidavit in support of Motion to Set Aside and jurisdictional claims and applicable Supreme Court cases; calls to Tucker's office to set conference for Rule 26 Conference;	0.30
Update pleadings and correspondence; telephone conference to Theresa Smith; (no charge);	3.80
Review emails; check with ALJ; office conference with KLP regarding federal court appearance; multiple telephone conferences with Lamar Walter;	1.00
	2.00

Claire Holland

Page: 2

June 30, 2005

Client No: 101602-0001M

Statement No: 142224

James Perry Fields v. Claire S. Holland

	Hours
05/03/2005 Finished preparation of Motion to Set Aside Contempt Order;	6.20
Receipt and review of Notice of Alternative Dispute Resolution and Case Management Procedures signed by Defendant and A. Catts;	0.10
Receipt and review of e-mail from R. Berman regarding possible nolo plea and dismissal of civil case;	0.10
Telephone conference with Berman regarding dismissal terms; memorandum; transcribe lengthy voice mail from Lamar Walter regarding dismissal and conditions for dismissal; (no charge);	1.00
Detailed message from Lamar Walter regarding discussions of settlement; telephone conference with Richard Berman and Austin Catts regarding negotiations; Tucker's recanting of offer of settlement; joint conference with attorneys and Lamar Walter; joint telephone conference with client; husband and attorneys regarding negotiations, concerns for Claire's safety and response to Tucker; telephone conference with Austin Catts regarding trial in Savannah and Rule 26 Conference, issues regarding possible settlement and further negotiations; conference with attorneys regarding confirmation of meeting in Savannah;	5.00
Conference call with all attorneys regarding federal court;	0.50
05/04/2005 Work on Rule 26(f) Report for Court;	0.40
Telephone conference with Austin Catts regarding continued negotiations with attorneys for Fields; joint telephone conference with Fields and his attorneys and Catts regarding additional demands by Fields; travel to Savannah; meeting with attorneys and client;	8.00
05/05/2005 Review federal rules and case law regarding service of discovery requests before removal to federal court, and due date for responses;	0.60
Conference with Lamar Walters and client in preparation for trial; attend trial in federal district court; return travel to Atlanta;	8.00
05/06/2005 E-mails to A. Catts and R. Berman regarding draft letter to Plaintiff's counsel regarding discovery responses;	0.20
Draft letter to Plaintiff's counsel regarding due date of Defendant's discovery responses;	0.30
Work on Rule 26(f) Report;	0.10
Draft Defendant's Verification of Responses to Interrogatories;	0.10
Receipt and review of Plaintiff's Interrogatories, Requests for Admission, and Requests for Production of Documents;	0.40
Draft Defendant's Responses to Plaintiff's Interrogatories,	

Claire Holland

Page: 3

June 30, 2005

Client No: 101602-0001M

Statement No: 142224

James Perry Fields v. Claire S. Holland

	Hours
Requests for Admission, and Requests for Production of Documents;	0.80
Exchange of messages with Michelle Ritz regarding discovery served in superior court and response to attorney; telephone conference with Austin Catts regarding discovery issue, Rule 26 Conference, and strategy for Motion to Set Aside and follow-up to federal trial;	1.50
05/09/2005 Performed legal research regarding tolling of the statute of limitations when defendant is absent from the state and service of process cannot be obtained, under OCGA 9-3-96 (1.3); drafted memorandum analyzing tolling issue as applied to facts of this case (.9); E-mail to A. Catts and R. Berman regarding draft Initial Disclosures;	2.20
	0.10
05/10/2005 Edited and expanded memorandum on statute of limitations tolling and sent to Richard Berman;	0.60
05/11/2005 E-mail exchange regarding 26 compliance and discovery issues;	0.40
05/12/2005 Reviewed file materials and drafted interrogatories and requests to admit regarding emotional distress, declaratory judgment issues, child support, medical expenses, insurance coverage, statute of limitations, visitation, and other matters;	2.70
Joint telephone conference with Berman and Catts regarding status of federal proceedings, sentencing issues, jurisdiction and Fields' intent to pursue damage claims;	1.00
05/13/2005 Further drafted interrogatories to Fields and requests to admit (1.3); drafted request for production of documents to Fields (1.5); expanded petition to vacate void contempt order to add argument regarding invalidity of nunc pro tunc order (2.3);	5.10
Exchange of e-mails regarding discovery, status of payment of support, statute of limitations and Fields' knowledge of child's whereabouts;	1.10
Exchange of e-mails with attorney regarding motion to set aside, focus of litigation and federal issues;	0.80
05/16/2005 Reviewed Kathy Portnoy's e-mail message requesting answers to questions arising in response to Fields' dismissal of Georgia case and stated intention to refile in Florida (.1); performed legal research regarding intentional infliction of emotional distress claims in the custody/visitation context,	

Claire Holland

James Perry Fields v. Claire S. Holland

Page: 4

June 30, 2005

Client No: 101602-0001M

Statement No: 142224

	Hours
ability of Florida state court and/or federal court to set aside Georgia contempt order and advisability of Holland asserting set aside claim as counterclaim to Florida action, collateral attack vs. direct attack, effect of lack of subject matter jurisdiction, application of dormancy statute to contempt order (2.1); drafted memorandum analyzing issues (2.0);	4.20
Locate and review statutory and case law regarding dormancy and order of attorney's fees and incarceration;	0.90
E-mails to and from K. Portnoy and A. Catts regarding revisions to Rule 26(f) Plan;	0.30
Receipt and review of e-mails from K. Portnoy and R. Berman regarding Plaintiff's knowledge of Defendant's location, insurance claims, filing motion to set aside contempt order, and dismissal of Plaintiff's case;	0.60
Joint telephone conference with Berman and Catts regarding Fields' dismissal, issues regarding status of limitations, Florida jurisdiction, extended support for disabled adult child, options regarding response to dismissal and evidence for sentencing;	1.00
05/17/2005 E-mail exchange regarding dismissal of federal and superior court cases;	0.60
05/18/2005 Locate and review statutes and case law regarding two dismissals as an adjudication on the merits, payment of costs upon refiling, and opposition to a voluntary dismissal;	5.40
Exchange of e-mails on issue of effect of dismissal of Superior Court action;	0.40
05/19/2005 Memoranda to K. Portnoy, A. Catts, R. Berman, and T. Brooks regarding Plaintiff's dismissals, including continued legal research regarding voluntary dismissals;	0.90
05/20/2005 E-mail from A. Catts regarding dismissal of federal case and sentencing hearing;	0.10
E-mail exchange with information from client	0.30
05/31/2005 Message from Lamar Walker regarding Sam Akers' request to speak with client and conference call option; e-mail to Berman; (no charge);	0.40
TOTAL LEGAL SERVICES	78.30
	20,755.00

EXPENSES ADVANCED

Photocopy Charges

104.00

Claire Holland

James Perry Fields v. Claire S. Holland

Page: 5

June 30, 2005

Client No: 101602-0001M

Statement No: 142224

Long Distance Telephone	39.58
Legal research - Westlaw/Medline	20.00
TOTAL EXPENSES ADVANCED through 05/31/2005	<u>163.58</u>
TOTAL THIS INVOICE	20,918.58
PREVIOUS BALANCE	\$15.00
06/30/2005 Payment from Trust	-2,078.32
TOTAL BALANCE DUE	<u>\$18,855.26</u>

TRUST ACTIVITY

	Opening Balance	\$2,678.22
06/20/2005	Parking - Kathy Portnoy	
	PAYEE: Kathy Portnoy	-29.50
06/20/2005	Foley House Inn - Kathy Portnoy	
	PAYEE: Kathy Portnoy	-252.00
06/20/2005	Airfare - Kathy Portnoy	
	PAYEE: Kathy Portnoy	-318.40
06/30/2005	Fees & Disbursements	
	PAYEE: Alembik, Fine & Callner, P.A.	-2,078.32
	Closing Balance	<u>\$0.00</u>

=====
Some expenses may include a charge based upon estimated overhead necessary to provide the specific service. Details available upon request.

ALEMBIK, FINE & CALLNER, P. A.
Attorneys At Law

Claire Holland
c/o Richard Berman
2101 West Commerical Boulevard
Suite 2800
Fort Lauderdale FL 33309

Page: 1
May 31, 2005
Client No: 101602-0001M
Statement No: 141741

James Perry Fields v. Claire S. Holland

LEGAL SERVICES RENDERED

	Hours
03/23/2005 Telephone conference with Mr. Berman regarding Holland/Fields case; memorandum;	1.00
04/01/2005 Conference with Kathy Portnoy and Joe Winter regarding facts of case, tasks needed to be done; review documents in file relating to contempt order and petition for declaratory judgment;	1.40
Telephone conversations with AUSA Walter and Administrative Law Judge; review orders; telephone conversation with Richard Berman;	3.00
Conference with JMW regarding telephone conference with U.S. attorney and position regarding pay-off of child support and impact on pending action by U.S. attorney; receipt of letter from attorney requesting contact information for Gentry;	1.00
Telephone conference to Administrative Law Judge Bearden regarding copy of file; telephone conference to Richard Berman; draft various emails; review emails from Richard Berman; research regarding ALJ;	3.50
04/02/2005 Reviewed March 25, 2005 memo of Cristina Groschel with attachments, June 22, 1994 Final Order on Contempt, Petition for Declaratory Judgment and Complaint for Damages, in preparation for drafting Answer;	1.30
04/03/2005 Draft response to attorney's letter regarding contact with adult child; conference with JMW regarding ALJ decision; receipt of e-mail from Berman regarding appeal of ALJ decision;	0.80
04/04/2005 Review email regarding draft of letter to opposing counsel; contact ALJ and pick up documents;	2.50
04/05/2005 Conference with Kathy Portnoy regarding ALJ order issues, defenses to Petition for Declaratory Judgment, and motion to dismiss (.3); performed legal research regarding statute of limitations defense and other defenses to intentional	

Claire Holland

Page: 2

May 31, 2005

Client No: 101602-0001M

Statement No: 141741

James Perry Fields v. Claire S. Holland

	Hours
infliction of emotional distress claim, in preparation for drafting Answer and Affirmative Defenses (1.1);	1.40
Open core file and organize 2005 pleadings; telephone conference with Clerk's office in Glynn County regarding date of service (3/17); request for facsimile of entry of service from Clerk; memorandum;	0.80
E-mail associate counsel regarding letter to Tucker;	0.20
E-mail from Berman regarding letter and case strategy; response to attorney; memorandum regarding status of response to pleadings, issue of date of service, response from clerk's office; e-mails with Berman;	1.50
Respond to Kathy L. Portnoy regarding letter; review ALJ Order; telephone conference with AEC; telephone conference with Lamar Walter; telephone conference with administrative law judge's office; review Order with Kathy Portnoy; Discuss proceedings with Austin Catts;	2.60
04/06/2005 Research and review of Georgia cases and statutes involving Georgia's long-arm statute, valid service of a non-Georgia resident, the application of the long-arm statute in the state of Florida upon the custodian of a postal mailbox, and meetings with Keith Siver regarding same;	4.00
Drafted Answer to Petition for Declaratory Relief (3.3); Performed legal research in preparation for drafting Motion to Dismiss Petition (3.0); Began drafting Motion to Dismiss and Memorandum of Law in Support (3.5);	9.80
Telephone conference with Judge Bearden's assistant, Theresa Smith; research regarding public record access; draft correspondence regarding public records act;	2.00
Telephone conference with Tucker regarding husband's demand for visitation and response demanding payment of support and dismissal of proceedings; e-mail summary to Berman; receipt of response and information from client regarding Fields' conduct and concerns for welfare and safety of child; conference with KS regarding research and responses; application of ALJ decision; conference with JMW; letter regarding obtaining records from ALJ;	2.20
Telephone conference with Richard Berman; review memos; various telephone conferences with Lamar Walker;	2.20
04/07/2005 Review, copy and distribute public records of OSAH case; (no charge);	1.00
Exchanges of e-mails with Berman; memorandum regarding client's response to Tucker and costs for child's care; messages from attorney regarding strategy for response and additional issues for research;;	1.30

Claire Holland

James Perry Fields v. Claire S. Holland

Page: 3

May 31, 2005

Client No: 101602-0001M

Statement No: 141741

	Hours
04/08/2005 Review statutes, Court Rules, and pleadings regarding possible removal to federal court and filing Notice and Answer in Brunswick, Georgia;	1.90
Work on Defendant's Answer to Petition and Defendant's Motion to Dismiss, including review of pleadings, correspondence, and case law;	3.00
Review client's response to Berman's question regarding public assistance for Gentry's support and costs of unusual care (SSI income) and restrictions on payment based on child's financial circumstance; e-mail to discuss w/AUSA and status of financial investigation and reports; memorandum on Judge reassignment; exchange of e-mails with Berman regarding Federal court option; review file for administrative hearing; interoffice conference regarding allocation of issues for research;	1.50
04/11/2005 Further preparation of Motion to Dismiss Petition for Declaratory Relief (2.2); conference with Kathy Portnoy, Joe Winter, and Michele Ritz regarding Answer, Motion to Dismiss, removal, set aside of contempt order, jurisdiction and service of process issues, notice of contempt hearing issue, guardianship issues, ALJ issues (1.0); performed legal research regarding res judicata/collateral estoppel effect of ALJ order, cumulative remedies, options for accelerating child support due date through alternative remedies (2.1);	5.30
Locate and review statutory and case law regarding termination of visitation rights;	0.90
Confer with Kathy Portnoy, Joseph Winter, and Keith Siver regarding possible affirmative claims against Plaintiff, removal of case to federal court, effect of Administrative Law Judge decision, and methods to collect child support payments;	1.30
Work on Defendant's Response to Plaintiff's Motion for Appointment of Guardian ad Litem;	0.50
Draft Civil Cover Sheet for federal court Notice of Removal;	0.10
Locate and review statutory law on claims for attorney's fees;	0.20
Work on Notice of Removal to federal court;	0.20
Work on Answer to Petition;	0.20
Work on Motion to Dismiss, including addition of Statement of Facts;	0.60
E-mail to Richard Berman regarding Notice of Removal and filing pleadings in both federal and state courts;	0.60
Review prior files and pleadings for circumstances and issues for defense and affirmative causes of action;	2.50
Exchange of e-mails with Berman; conference with JMW, and	

Claire Holland

Page: 4

May 31, 2005

Client No: 101602-0001M

Statement No: 141741

James Perry Fields v. Claire S. Holland

	Hours
MAR regarding issues, strategy for filing; prepare status memorandum for Berman regarding pleadings and all motions; responses and jurisdiction;	3.00
Telephone conference with client; telephone conference with Austin Catts; draft correspondence to Ms. Skelton; (no charge);	1.50
Review email; review OSAH documents;	1.00
04/12/2005 Reviewed portions of file relevant to ALJ proceedings (.3); performed legal research regarding supersedeas effect of appeal of ALJ Final Decision on license suspension, and standard of review in Superior Court (2.2); drafted memorandum analyzing supersedeas and standard of review issues (1.3); performed legal research regarding res judicata/ collateral estoppel effect of ALJ Final Decision on other litigation involving child support issues, including Petition for Declaratory Relief, and associated intervention and privity issues (1.6);	5.40
Draft Answer for filing in federal court;	0.30
Draft Notice of Filing Notice of Removal for filing in state court;	0.30
Draft Motion to Dismiss for filing in federal court;	0.30
Work on Answer for filing in state court;	0.20
Work on Motion to Dismiss for filing in state court;	0.20
Joint telephone conference with Berman to report information from Walter; status of responses and case strategy, jurisdiction for motion to set aside; conference with KS regarding administrative hearing status and appeal process and effect on license; conference with JMW regarding involvement of local counsel; conference with MAR regarding preparation to finalize pleadings for filing;	1.50
Review emails from previous days; telephone conference with Lamar Walter; Office conference with Kathy Portnoy;	2.00
04/13/2005 Performed legal research regarding interest accruable on ALJ award, availability of other remedies and enforcement mechanisms, setoff possibilities, preclusion issues (3.3); drafted memorandum analyzing ALJ issues (2.0); telephone conference with Joe Winter, Michele Ritz, and Richard Berman regarding removal, procedure, and substantive issues relating to declaratory judgment action, U.S. attorney action, and ALJ proceeding (.5);	5.80
Participate in conference call with Joseph Winter, Richard Berman, and Austin Catts regarding removal, filing pleadings in state and federal court, possible counterclaims against Plaintiff, and the effect of the Administrative Law Judge decision;	1.00

Claire Holland

Page: 5

May 31, 2005

Client No: 101602-0001M

Statement No: 141741

James Perry Fields v. Claire S. Holland

	Hours
Telephone calls from Austin Catts and assistant regarding Certificate of Interested Persons, filing Motion to Dismiss in federal court, and application for admission pro hac vice;	0.30
E-mail to R. Berman and A. Catts regarding nine drafted pleadings for filing in state and federal court;	0.10
Letter to A. Catts regarding pleadings for filing and service copies for Plaintiff's counsel;	0.20
Draft Local Rule 3.2 Certificate of Interested Parties;	0.20
Locate and review case law regarding waiver of right to remove and preservation of defenses;	0.70
Review federal and state court rules regarding removal, forum non conveniens, deadline for motions, discovery schedule, mandatory conference among parties, and court orders;	0.70
E-mail to R. Berman and A. Catts regarding issues of removal, transfer, and admission pro hac vice;	0.50
Continue to work on Answer, Notice of Removal, Notice of Filing Notice of Removal, Motions to Dismiss and Memoranda in Support, and Defendant's Response to Motion for Appointment of Guardian ad Litem;	2.00
Execute pleadings; (no charge);	0.30
Conference call with Richard E. Berman and Austin E. Catts and telephone conference with Lamar Walter; Review pleadings for signatures; review emails regarding federal removal; filing of state pleading;	3.50
04/14/2005 Telephone call from A. Catts' office regarding filing of all pleadings today;	0.10
Telephone conference with Lamar Walter; receive, review and distribute fax information received from Walter; (no charge);	0.30
Review email from Richard Berman; respond to same; telephone conference with Austin Catts' office;	2.60
04/15/2005 Review memorandum regarding effect of ALJ order on litigation;	0.30
Review and respond to emails;	1.00
04/18/2005 Review pleading filed in federal court; research regarding Temporary Protective Order and warrant, ability to come into state on subpoena;	2.00
04/19/2005 Performed legal research regarding intentional infliction of emotional distress claims in Georgia, physical injury requirement;	1.10
Locate and review case law regarding dormancy and revival;	0.10

Claire Holland

Page: 6

May 31, 2005

Client No: 101602-0001M

Statement No: 141741

James Perry Fields v. Claire S. Holland

	Hours
Office meeting to review status and strategy with Kathy Portnoy, Michelle Ritz, and Keith Siver;	1.00
04/20/2005 Review Federal Rules of Civil Procedure and Southern District Local Rules regarding parties' conference, mandatory disclosures, discovery procedure, and deadlines; Memorandum to Kathy Portnoy and file regarding federal and local rules and deadlines;	1.20
Locate and review statutory and case law regarding dormancy, revival of judgments, and installation payments;	0.20
Draft Petition for Revival of Dormant Judgment;	3.00
Review case law from client on dormancy; meeting with KS, JMW and MAR regarding case strategy and issues for response; e-mail memorandum to Berman regarding status; telephone conference with Lamar Walter; e-mail memorandum to Berman;	0.60
Telephone conference with Lamar Walter; office conference with Kathy L. Portnoy; draft email;	2.10
	0.80
04/21/2005 Performed legal research regarding setting aside contempt judgments after the 3-year limit of OCGA 9-11-60, in preparation for drafting Motion to Set Aside Contempt Order;	2.10
Continue to locate case law regarding dormancy and revival;	0.40
Continue to work on Petition for Revival;	0.20
E-mail to R. Berman regarding draft Petition for Revival of Dormant Judgment;	0.10
Locate and review statutory and case law regarding witness' exemption from arrest while testifying in state;	0.80
Draft Defendant's Initial Disclosures, Interrogatories, Requests for Admission, and Requests for Production of Documents to Plaintiff;	1.40
Telephone conference with Lamar Walters regarding protection for client's appearance in federal court; appearance case law regarding Fields' defenses; memorandum to Berman regarding information and request for direction in Superior Court proceeding; telephone conference with Walter regarding setting of trial and request for KLP's appearance; strategy and defenses; conference with MAR regarding client's responses to court discovery; petition to revive judgment;	2.00
Review emails; office conference with Kathy L. Portnoy; review federal action regarding child support;	0.50
04/22/2005 Telephone calls to and from Lori, Austin Catts' assistant, regarding filing statement of pending motions;	0.20
E-mail to R. Berman regarding filing statement of pending motions;	0.10
Draft Statement of Pending Motions for filing;	0.20
Letter to A. Catts regarding filing Statement and attaching	

Claire Holland

Page: 7

May 31, 2005

Client No: 101602-0001M

Statement No: 141741

James Perry Fields v. Claire S. Holland

	Hours
pending motions;	0.20
Draft letter to Plaintiff's counsel regarding scheduling Rule 26(f) conference;	0.30
Performed legal research regarding intentional infliction of emotional distress claims in Georgia in preparation for drafting memo analyzing issue in terms of discovery needed to support summary judgment motion;	1.20
Review and update pleadings and correspondence; review documents checking pleadings files;	2.00
E-mail to Berman regarding Walter; conference with MR regarding mandatory discovery and confirmation of motions to court;	1.00
04/25/2005 Performed further legal research regarding intentional infliction of emotional distress claims in Georgia (1.4); drafted memorandum setting forth law and analyzing law as applied to facts of this case, with a view toward developing discovery to support motion for summary judgment as to intentional infliction claim in declaratory judgment action (2.7); performed legal research regarding voiding effect of lack of notice and opportunity to be heard on ensuing contempt order, notice requirements for civil and criminal contempt, and distinctions between direct and indirect contempt, constitutional due process issues, validity of nunc pro tunc order where there was no original written order, limitation of nunc pro tunc doctrine to correcting clerical errors, prejudice defense to nunc pro tunc order, timeliness of nunc pro tunc order entered in separate term of court, legal effect of invalid nunc pro tunc order in terms of collateral attack under OCGA 9-11-60, application of dormancy law to contempt orders, in preparation for drafting motion to set aside contempt order (2.9); drafted memorandum to Kathy Portnoy regarding information needed for motion and affidavit, and motion for temporary protective order (.3);	7.30
Exchange of e-mails regarding discovery, case issues and conference with MAR;	1.50
Receipt of 4/22 facsimile regarding subpoena to appear; distribute and forward to client; (no charge);	0.20
04/26/2005 Began drafting Motion to Set Aside Contempt Order;	1.30
Work on Defendant's Interrogatories, Requests for Admission, and Requests for Production of Documents to Plaintiff, including legal research on intentional infliction of emotional distress;	0.30
Work on Rule 26(f) Report regarding discovery schedule and parties' claims;	0.10

Claire Holland

Page: 8

May 31, 2005

Client No: 101602-0001M

Statement No: 141741

James Perry Fields v. Claire S. Holland

	Hours	
Locate and review statutory and case law regarding criminal charges for child support arrearages and dormancy of order as a defense to arrearages;	3.20	
Review e-mails regarding custody agreement, dormancy and revival of judgment;	1.00	
Review information from US Attorney's office and memorandum; exchange of e-mails with client regarding custody decree; exchange of e-mails with attorney regarding meeting in Savannah; receipt of attorney's order in good standing for Federal District Court;	1.00	
04/27/2005 Legal research regarding dormancy, revival, Child Support Recovery Act, protective orders, mandatory disclosures, jurisdiction, and counterclaims, including drafting memorandum to file;	3.60	
Letter to attorney Catts with Berman's certificate of good standing; (no charge);	0.20	
Review emails;	0.80	
Respond to client's e-mail regarding custody agreement;	0.30	
04/28/2005 Review custody agreement from client; exchange of e-mails with Berman to coordinate Savannah trip; review legal memoranda;	1.60	
04/29/2005 E-mails from and to Kathy Portnoy regarding federal rules, deadlines, Rule 26 conference, and removal;	0.40	
Calendar discovery and motion deadlines outlined by Federal and Local Rules;	0.10	
Review statutes regarding removal and remand;	0.20	
Exchange of e-mails with Berman regarding Savannah; conference with MAR regarding Federal requirements for conference and Tucker's failure to respond and status of tucker's response to transfer; exchange of e-mails with attorney; conference with MAR regarding court;	0.70	
Review case law regarding dormancy and revival; follow-up on status of ALJ;	2.20	
TOTAL LEGAL SERVICES	148.40	37,937.00

EXPENSES ADVANCED

Photocopy Charges	279.50
Long Distance Telephone	42.75
Courier -	41.52
Outside professional services	15.00
Legal research - Westlaw/Medline	283.51
Filing fee	250.00
TOTAL EXPENSES ADVANCED through 04/30/2005	912.28

Claire Holland

James Perry Fields v. Claire S. Holland

Page: 9

May 31, 2005

Client No: 101602-0001M

Statement No: 141741

TOTAL THIS INVOICE

38,849.28

05/31/2005 Payment from Trust

-38,834.28

TOTAL BALANCE DUE

\$15.00

TRUST ACTIVITY

	Opening Balance	\$41,512.50
05/31/2005	Fees & Disbursements	
	PAYEE: Alembik, Fine & Callner, P.A.	-38,834.28
	Closing Balance	<u>\$2,678.22</u>

=====

Some expenses may include a charge based upon estimated overhead necessary to provide the specific service. Details available upon request.

ALEMBIK, FINE & CALLNER, P. A.
Attorneys At Law

Claire Holland
c/o Richard Berman
2101 West Commerical Boulevard
Suite 2800
Fort Lauderdale FL 33309

Page: 1
April 29, 2005
Client No: 101602-0001M
Statement No: 141566

James Perry Fields v. Claire S. Holland

LEGAL SERVICES RENDERED

	Hours
03/28/2005 Initial conference with potential client through counsel Berman; (no charge); Office conference with Kathy L. Portnoy; review memo; research regarding criminal warrant; telephone conferences regarding Glynn County court and telephone conference to court;	1.00 2.50
03/29/2005 Review documents from attorney; conference with JMW; telephone conference with Berman regarding history of case; exchange of e-mails; Telephone conferences with AUSA Walter; review status of contempt order; review pleadings; telephone conference to client;	1.80 3.20
03/30/2005 Telephone conference with Glynn County clerk regarding judge appointment; prepare notice of appearance; letter to clerk with notice; telephone conference with attorney Berman regarding warrant status; memorandum; Receive Glynn County pleadings; prepare pleadings indexes; Conduct legal research on criminal contempt, civil contempt, validity of contempt in instant case and our client being released on bond if arrested for 1990s contempt charge; review file; review memorandum by Florida counsel about issues in the case; Various telephone conferences with AUSA Walter; office conference with Andrew Goldberger; review of warrant situation; multiple telephone conferences with Glynn County attorney; Review March 29 message from Kathy Portnoy and respond; discussion with Kathy Portnoy;	1.20 2.80 4.00 3.00 0.30
03/31/2005 Continue legal research on criminal and civil contempt, validity of contempt in instant case and our client being released on bond if arrested for 1990s contempt charge; continue reviewing file; Various telephone conferences with AUSA Walter; R. Berman;	4.00

Claire Holland

Page: 2

April 29, 2005

Client No: 101602-0001M

Statement No: 141566

James Perry Fields v. Claire S. Holland

	Hours	
Review correspondence; review additional pleadings; office conference with Kathy L. Portnoy and Andrew Goldberger; research child support statutes;	3.50	
Conference with JMW, ABG and KS regarding issues for response regarding jurisdiction, legality of order, set-off; telephone conference with U.S. attorney regarding response from attorney; conference with JMW regarding demand for visitation;	2.00	
TOTAL LEGAL SERVICES	29.30	8,487.50
TOTAL THIS INVOICE		8,487.50
04/29/2005 Payment from Trust		-8,487.50
TOTAL BALANCE DUE		<u>\$0.00</u>

TRUST ACTIVITY

	Opening Balance	\$0.00
03/31/2005	Trust Deposit	50,000.00
04/29/2005	Fees & Disbursements	
	PAYEE: Alembik, Fine & Callner, P.A.	-8,487.50
	Closing Balance	<u>\$41,512.50</u>

=====

Some expenses may include a charge based upon estimated overhead necessary to provide the specific service. Details available upon request.

ALEMBIK, FINE & CALLNER, P. A.
Attorneys At Law

Claire Holland
c/o Richard Berman
2101 West Commerical Boulevard
Suite 2800
Fort Lauderdale FL 33309

Page: 1
June 30, 2005
Client No: 101602-0001M
Statement No: 142224

James Perry Fields v. Claire S. Holland

LEGAL SERVICES RENDERED

	Hours
05/02/2005 Performed legal research regarding statute of limitations applicable to intentional infliction of emotional distress claim, time for accrual of action, tolling, continuing tort theory (1.5); drafted e-mail to Richard Berman regarding statute of limitations issues (.6); drafted e-mail to Richard Berman regarding facts needed for motion to set aside contempt order (.3); performed legal research regarding contempt counterclaim as jurisdictional defect (1.7); drafted e-mail to Kathy Portnoy regarding same (.1); preparation of motion to set aside contempt order (1.5);	5.70
Work on Defendant's Initial Disclosures, Interrogatories, Requests for Admission, and Requests for Production of Documents to Plaintiff;	0.30
Legal research regarding revival by writ of scire facias;	1.10
Draft Petition for Writ and Writ of Scire Facias;	0.90
Review Federal and Local Rules regarding subjects to discuss during Rule 26 conference;	0.10
Work on Rule 26(f) Report for Court;	0.70
Meeting with Kathy Portnoy regarding Rule 26 conference, Plaintiff's payment to Child Support Enforcement, and criminal trial;	0.30
Review legal memorandum regarding claim for intentional infliction of emotional distress; submission to jurisdiction; exchange of emails regarding status of procedure before ALJ; conference with Michelle Ritz regarding Rule 26 Conference; additional information for affidavit in support of Motion to Set Aside and jurisdictional claims and applicable Supreme Court cases; calls to Tucker's office to set conference for Rule 26 Conference;	3.80
Update pleadings and correspondence; telephone conference to Theresa Smith; (no charge);	1.00
Review emails; check with ALJ; office conference with KLP regarding federal court appearance; multiple telephone conferences with Lamar Walter;	2.00

Claire Holland

James Perry Fields v. Claire S. Holland

Page: 2

June 30, 2005

Client No: 101602-0001M

Statement No: 142224

	Hours
05/03/2005 Finished preparation of Motion to Set Aside Contempt Order; Receipt and review of Notice of Alternative Dispute Resolution and Case Management Procedures signed by Defendant and A. Catts;	6.20
Receipt and review of e-mail from R. Berman regarding possible nolo plea and dismissal of civil case;	0.10
Telephone conference with Berman regarding dismissal terms; memorandum; transcribe lengthy voice mail from Lamar Walter regarding dismissal and conditions for dismissal; (no charge);	0.10
Detailed message from Lamar Walter regarding discussions of settlement; telephone conference with Richard Berman and Austin Catts regarding negotiations; Tucker's recanting of offer of settlement; joint conference with attorneys and Lamar Walter; joint telephone conference with client; husband and attorneys regarding negotiations, concerns for Claire's safety and response to Tucker; telephone conference with Austin Catts regarding trial in Savannah and Rule 26 Conference, issues regarding possible settlement and further negotiations; conference with attorneys regarding confirmation of meeting in Savannah;	1.00
Conference call with all attorneys regarding federal court;	5.00
05/04/2005 Work on Rule 26(f) Report for Court;	0.50
Telephone conference with Austin Catts regarding continued negotiations with attorneys for Fields; joint telephone conference with Fields and his attorneys and Catts regarding additional demands by Fields; travel to Savannah; meeting with attorneys and client;	0.40
05/05/2005 Review federal rules and case law regarding service of discovery requests before removal to federal court, and due date for responses;	8.00
Conference with Lamar Walters and client in preparation for trial; attend trial in federal district court; return travel to Atlanta;	0.60
05/06/2005 E-mails to A. Catts and R. Berman regarding draft letter to Plaintiff's counsel regarding discovery responses;	8.00
Draft letter to Plaintiff's counsel regarding due date of Defendant's discovery responses;	0.20
Work on Rule 26(f) Report;	0.30
Draft Defendant's Verification of Responses to Interrogatories;	0.10
Receipt and review of Plaintiff's Interrogatories, Requests for Admission, and Requests for Production of Documents;	0.10
Draft Defendant's Responses to Plaintiff's Interrogatories,	0.40

Claire Holland

James Perry Fields v. Claire S. Holland

Page: 3

June 30, 2005

Client No: 101602-0001M

Statement No: 142224

	Hours
Requests for Admission, and Requests for Production of Documents;	0.80
Exchange of messages with Michelle Ritz regarding discovery served in superior court and response to attorney; telephone conference with Austin Catts regarding discovery issue, Rule 26 Conference, and strategy for Motion to Set Aside and follow-up to federal trial;	1.50
05/09/2005 Performed legal research regarding tolling of the statute of limitations when defendant is absent from the state and service of process cannot be obtained, under OCGA 9-3-96 (1.3); drafted memorandum analyzing tolling issue as applied to facts of this case (.9); E-mail to A. Catts and R. Berman regarding draft Initial Disclosures;	2.20 0.10
05/10/2005 Edited and expanded memorandum on statute of limitations tolling and sent to Richard Berman;	0.60
05/11/2005 E-mail exchange regarding 26 compliance and discovery issues;	0.40
05/12/2005 Reviewed file materials and drafted interrogatories and requests to admit regarding emotional distress, declaratory judgment issues, child support, medical expenses, insurance coverage, statute of limitations, visitation, and other matters; Joint telephone conference with Berman and Catts regarding status of federal proceedings, sentencing issues, jurisdiction and Fields' intent to pursue damage claims;	2.70 1.00
05/13/2005 Further drafted interrogatories to Fields and requests to admit (1.3); drafted request for production of documents to Fields (1.5); expanded petition to vacate void contempt order to add argument regarding invalidity of nunc pro tunc order (2.3); Exchange of e-mails regarding discovery, status of payment of support, statute of limitations and Fields' knowledge of child's whereabouts; Exchange of e-mails with attorney regarding motion to set aside, focus of litigation and federal issues;	5.10 1.10 0.80
05/16/2005 Reviewed Kathy Portnoy's e-mail message requesting answers to questions arising in response to Fields' dismissal of Georgia case and stated intention to refile in Florida (.1); performed legal research regarding intentional infliction of emotional distress claims in the custody/visitation context,	

Claire Holland

Page: 4

June 30, 2005

Client No: 101602-0001M

Statement No: 142224

James Perry Fields v. Claire S. Holland

Hours

ability of Florida state court and/or federal court to set aside Georgia contempt order and advisability of Holland asserting set aside claim as counterclaim to Florida action, collateral attack vs. direct attack, effect of lack of subject matter jurisdiction, application of dormancy statute to contempt order (2.1); drafted memorandum analyzing issues (2.0);

4.20

Locate and review statutory and case law regarding dormancy and order of attorney's fees and incarceration;

0.90

E-mails to and from K. Portnoy and A. Catts regarding revisions to Rule 26(f) Plan;

0.30

Receipt and review of e-mails from K. Portnoy and R. Berman regarding Plaintiff's knowledge of Defendant's location, insurance claims, filing motion to set aside contempt order, and dismissal of Plaintiff's case;

0.60

Joint telephone conference with Berman and Catts regarding Fields' dismissal, issues regarding status of limitations, Florida jurisdiction, extended support for disabled adult child, options regarding response to dismissal and evidence for sentencing;

1.00

(7/2005 E-mail exchange regarding dismissal of federal and superior court cases;

0.60

05/18/2005 Locate and review statutes and case law regarding two dismissals as an adjudication on the merits, payment of costs upon refiling, and opposition to a voluntary dismissal;

5.40

Exchange of e-mails on issue of effect of dismissal of Superior Court action;

0.40

05/19/2005 Memoranda to K. Portnoy, A. Catts, R. Berman, and T. Brooks regarding Plaintiff's dismissals, including continued legal research regarding voluntary dismissals;

0.90

05/20/2005 E-mail from A. Catts regarding dismissal of federal case and sentencing hearing;

0.10

E-mail exchange with information from client

0.30

05/31/2005 Message from Lamar Walker regarding Sam Akers' request to speak with client and conference call option; e-mail to Berman; (no charge);

0.40

TOTAL LEGAL SERVICES

78.30 20,755.00

EXPENSES ADVANCED

Photocopy Charges

104.00

Claire Holland

Page: 5

June 30, 2005

Client No: 101602-0001M

Statement No: 142224

James Perry Fields v. Claire S. Holland

Long Distance Telephone	39.58
Legal research - Westlaw/Medline	20.00
TOTAL EXPENSES ADVANCED through 05/31/2005	163.58

TOTAL THIS INVOICE	20,918.58
--------------------	-----------

PREVIOUS BALANCE	\$15.00
------------------	---------

06/30/2005 Payment from Trust	-2,078.32
-------------------------------	-----------

TOTAL BALANCE DUE	<u>\$18,855.26</u>
-------------------	--------------------

TRUST ACTIVITY

	Opening Balance	\$2,678.22
06/20/2005	Parking - Kathy Portnoy	
	PAYEE: Kathy Portnoy	-29.50
06/20/2005	Foley House Inn - Kathy Portnoy	
	PAYEE: Kathy Portnoy	-252.00
06/20/2005	Airfare - Kathy Portnoy	
	PAYEE: Kathy Portnoy	-318.40
06/30/2005	Fees & Disbursements	
	PAYEE: Alembik, Fine & Callner, P.A.	-2,078.32
	Closing Balance	<u>\$0.00</u>

=====

Some expenses may include a charge based upon estimated overhead necessary to provide the specific service. Details available upon request.



Prepared For
RICHARD E BERMAN
BERMAN, KEAN & RIGUERA PA

Account Number
XXXX-XXXXX4-16001

Closing Date
12/11/05

Page 15 of 18

Flexible Payment continued

				Amount \$
11/17/05	PROLAW SOFTWARE	LOS ANGELES	CA	494.93
	COMPUTER STORE SOFTWARE			
	Extended Payment Option			
11/23/05	DIAMOND SOURCE	NEW YORK	NY	11,300.00
	WATCHES AND JEWELRY			
	Extended Payment Option			
11/27/05	MONSTER.COM	800-MONSTER	MA	395.00
	01754			
	JOB POSTING			
	ROC No. 0023103573			
	Extended Payment Option			
12/03/05	GRAND BOHEMIAN HOTEL	ORLANDO	FL	525.80
	Arrival Date	Departure Date	No of Nights	
	11/30/05	12/02/05	2	
	00000000			
	Extended Payment Option			

Total of New Activity for RICHARD E BERMAN

14,243.46

New Activity for MICHELLE BERMAN


Card XXXX-XXXXX4-15011

11/18/05	DELL MARKETING L.P.AUSTIN COMPUTER PRODUCTS 33309 Extended Payment Option	TX	275.58
11/22/05	OFFICE DEPOT, INC. WESTON OFFICE PROD. & SUPPLIES PAPER,COPY,8.5X11,104 BRT,BOND ROC No. 314956788 Extended Payment Option	FL	220.40
11/29/05	AMAZON.COM SUPERSTORAMZN.COM/BILL MERCHANDISE AMZ*SUPERSTORE ROC No. 0023917870 Extended Payment Option	WA	261.47
12/01/05	OFFICE DEPOT, INC. WESTON OFFICE PROD. & SUPPLIES CDRW,OD,12X,10-PK,SLIM TONER,ULTRA PRECISE,27X BATTERY,ENERGIZER MAX AA,24PK BATTERY,ENERGIZER MAX AAA,12PK ROC No. 316185793 Extended Payment Option	FL	242.75
12/02/05	COSTCO WHSE #00 0990DAVIE GROCERY STORE/SUPERMRKT ROC No. 0013002250 Extended Payment Option	FL	289.20
12/03/05	WALGREEN 016816LAUDERDALE BY DRUG STORE/PHARMACY Extended Payment Option	FL	335.49
12/04/05	MACY'S BOCA RATON ELECTRONIC GIFT CARDS Extended Payment Option	FL	500.00

00010 807163A 00002

Continued on reverse

FRANK L AMODEO
2875 S ORANGE AVE
STE 500 PMB1918
ORLANDO FL 32806-5455

 Janney Montgomery Scott LLC

1050

12/6/05

53-292/113

DATE

PAY TO THE
ORDER OF

The Closing Agent

\$ 50,000.00

Fifty thousand & 00/100

Mellon Trust of New England, N.A., Boston, Massachusetts

DOLLARS



Security
Features
Details on
Back

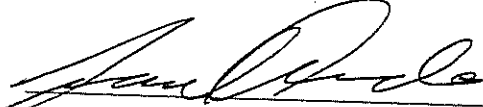
JANNEY CENTRAL
ASSET ACCOUNT™

Expense
Code

☐

FOR

Everett Depont



MP

⑆011302920⑆35300084483091⑈1050

© HARLAND 2005

FRANK L AMODEO
2875 S ORANGE AVE
STE 500 PMB1918
ORLANDO FL 32806-5455

Janney Janney Montgomery Scott LLC

1050

12/6/05

53-292/113

DATE

PAY TO THE
ORDER OF

The Closing Agent

\$59000.00

Fifty thousand & No/100

Mellon Trust of New England, N.A., Boston, Massachusetts

DOLLARS



Security
Features
Details on
Back

JANNEY CENTRAL
ASSET ACCOUNT™

Expense
Code



FOR

Esperanza Dyeant

Paul R. Rola

MP

⑆011302920⑆35300084493091⑈1050

© HARLAND 2005

Previous editions are obsolete.

Form HUD-1 (3.0) rd Handbook 4500.1



A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265 (expires 9/30/2006)

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ LVA 5. ☐ Conv. Ins.

C. FILE NUMBER

005-12-60KH

7. LOAN NUMBER

8. MORTGAGE INSURANCE CASE NUMBER

C. Note: This form is prepared to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. WARNING: If a seller is knowingly making false statements to the United States on this or any other similar form, Penalties upon conviction may include a fine and imprisonment. For details see: Title 38 U.S. Code Section 1001 and Section 1002.

TitleExpress Settlement System

Printed 12/14/2005 at 16:48 KH

D. NAME OF BORROWER: Engle and Condon, Partnership

ADDRESS: 1159 Delany Avenue, Orlando, FL 32806

E. NAME OF SELLER: Bertram Peters

ADDRESS:

F. NAME OF LENDER:

ADDRESS:

G. PROPERTY ADDRESS: 1159 Delany Avenue, Orlando, FL 32806

H. SETTLEMENT AGENT: The Closing Agent, Inc., Telephone: 407-425-2400 Fax: 407-425-3753

I. PLACE OF SETTLEMENT: 11 North Summerlin Avenue, Orlando, FL 32801

J. SETTLEMENT DATE: 12/15/2005

K. SUMMARY OF BORROWER'S TRANSACTION:

100. GROSS AMOUNT DUE FROM BORROWER

101. Contract sales price 510,000.00

102. Personal Property

103. Settlement charges to borrower (line 140) 2,066.00

104.

105.

Adjustments for items paid by seller in advance

106. City/town taxes

107. County taxes 12/15/05 to 12/31/05 289.08

108. Assessments

109. HOA Dues (Fee) 12/15/05 to 12/31/05 73.21

110.

111.

112.

120. GROSS AMOUNT DUE FROM BORROWER 512,428.29

200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER

201. Deposit or earnest money 50,000.00

202. Principal amount of new loans

203. Existing loan(s) taken subject to

204.

205.

206.

207.

208.

209.

Adjustments for items unpaid by seller

210. City/town taxes

211. County taxes

212. Assessments

213.

214.

215.

216.

217.

218.

219.

220. TOTAL PAID BY/FOR BORROWER 50,000.00

300. CASH AT SETTLEMENT FROM OR TO BORROWER

301. Gross amount due from borrower (line 120) 512,428.29

302. Less amount paid by/or for borrower (line 220) 50,000.00

303. CASH FROM BORROWER 462,428.29

L. SUMMARY OF SELLER'S TRANSACTION:

400. GROSS AMOUNT DUE TO SELLER

401. Contract sales price 510,000.00

402. Personal Property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes

407. County taxes 12/15/05 to 12/31/05 289.08

408. Assessments

409. HOA Dues (Fee) 12/15/05 to 12/31/05 73.21

410.

411.

412.

420. GROSS AMOUNT DUE TO SELLER 510,362.29

500. REDUCTIONS IN AMOUNT DUE TO SELLER

501. Excess Deposit (see instructions)

502. Settlement charges to seller (line 140) 37,655.00

503. Existing loan(s) taken subject to

504. Payoff of First Mortgage Loan

505.

506.

507.

508.

509.

510.

Adjustments for items unpaid by seller

511. City/town taxes

512. County taxes

513. Assessments

514.

515.

516.

517.

518.

519.

520. TOTAL REDUCTION AMOUNT DUE SELLER 37,655.00

600. CASH AT SETTLEMENT TO OR FROM SELLER

601. Gross amount due to seller (line 420) 510,362.29

602. Less reduction amount due seller (line 520) 37,655.00

603. CASH TO SELLER 472,707.29

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this form is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (and the IRS) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

SELLER(S) SIGNATURE(S):

SELLER(S) NEW MAILING ADDRESS:

SELLER(S) PHONE NUMBER(S):

(94)

(94)

Previous editions are obsolete.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

File Number: 005-12-64

Form HUD-1 (2/98) of Handbook 6224.1

PAGE 2

SETTLEMENT STATEMENT

TitleExpress Settlement System, Printed 12/14/2005 at 13:44:10

L SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$510,000.00 @ 6.000 = 30,600.00			
Disbursement of line 700 as follows:			
701. \$ 15,300.00 to Re/Max Town Centre			
702. \$ 15,300.00 to Old Town Brokers			
703. Commission paid at Settlement			30,600.00
704. Transaction Fee to Old Town Brokers			175.00
600. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee %			
802. Loan Discount %			
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Application Fee			
807. Assumption Fee			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from to to day			
902. Mortgage Insurance Premium for to			
903. Hazard Insurance Premium for to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance mo. @ \$ mo			
1002. Mortgage Insurance mo. @ \$ mo			
1003. City Property Tax mo. @ \$ mo			
1004. County Property Tax mo. @ \$ mo			
1005. Assessments mo. @ \$ mo			
1006. Assessor's Analysis Adjustment		0.00	0.00
1100. TITLE CHARGES			
1101. Settlement or closing fee to The Closing Agent, Inc.		175.00	175.00
1102. Abstract or title search to Land America/The Closing Agent, Inc.			95.00
1103. Title examination to The Closing Agent, Inc.			175.00
1104. Title insurance binder			
1105. Document Preparation			
1106. Notary Fees			
1107. Attorney's Fees			
Includes above items No:			
1108. Title insurance to The Closing Agent, Inc.			2,825.00
Includes above items No:			
1109. Lender's Policy - 100.00			
1110. Owner's Policy 510,000.00 - 2,725.00			
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Used \$ 10.00 Mortgage \$ Release \$		10.00	
1202. Documentary Stamps Used \$ 3,570.00 Mortgage \$			3,570.00
1203. Documentary Stamps Mtg Used \$ Mortgage \$			
1204. Intangible Tax Used \$ Mortgage \$			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey			
1302. Real Inspection			
1303. Courier Fee to The Closing Agent, Inc.		30.00	
1304. UPS Fee and Copies to The Closing Agent, Inc.		40.00	40.00
1305. Electronic Filing/Stamping/Admin to The Closing Agent, Inc.		40.00	
1306. Transaction Fee to Re/Max Town Centre		199.00	
1307. 2005 HOA Dues to Briarcliff Commons Condo Assoc.		1,572.00	
1400. TOTAL SETTLEMENT CHARGES (enter on lines 100, Section J and 502, Section K)		2,066.00	37,655.00

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

By: Frank Amodeo, Authorized Agent

David P. Peltz

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES OR THE OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18, U.S. CODE SECTION 1001 AND SECTION 1012.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

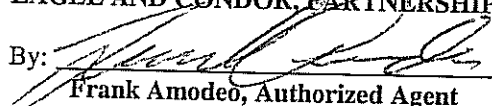
SETTLEMENT AGENT:

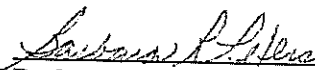
DATE:

CLOSING AGREEMENT

- The undersigned hereby acknowledge that Barry L. Miller, Kevin Hunnam, C. Chad Cronon and (closing agent) have not rendered any legal advice in regard to this transaction or any other matters. The closing agent has advised the undersigned to seek other counsel for any such advice or guidance. No attorney-client relationship is created by the performance of the non-legal service of acting as settlement agent.
- I hereby waive my right under RESPA regulations to view the HUD-1 Settlement Statement 24 hours prior to closing.
- The undersigned Buyer and Seller herein agree and state that with regard to the Contract for Sale and Purchase which is the subject of this transaction that all terms, conditions and contingencies set forth therein have been either met, satisfied, or expressly waived by and to the satisfaction of the parties hereto, or in the event said terms, conditions and contingencies have not been met, satisfied or expressly waived by and to the satisfaction of the parties hereto, the parties hereto expressly relieve Settlement Agent from any and all liability. Any unused or unexpended costs, fees or interest may be retained by as administrative fees.
- Buyer and Seller hereby consent to the deposit of funds in this transaction in to an interest bearing escrow account. All interest earned shall be for the benefit of the closing agent
- Our office has certain documents that will have to be forwarded to you after they are recorded. In an effort to have same delivered to you in a timely fashion, we ask that you provide us with your mailing address and a contact phone number effective after closing at which you can be reached.
- **ADDENDUM TO HUD-1 SETTLEMENT STATEMENT:**
The undersigned have carefully reviewed the HUD-1 Settlement Statement and to the best of their knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on their account or by them in this transaction. They further certify that they have received a copy of the HUD-1 Settlement Statement.
- **THIS ADDENDUM TO THE SALES CONTRACT AMENDS AND CORRECTS THE CONTRACT BETWEEN THE UNDERSIGNED AS TO THE FOLLOWING:**
 1. The closing costs as shown on the HUD-1 Settlement Statement dated are true and correct and have been agreed upon by Buyer(s) and Seller(s). Costs as shown on the Contract are hereby amended to agree with the Settlement Statement.
 2. Extend/Confirm closing date on sales contract to: December 15, 2005

EAGLE AND CONDOR, PARTNERSHIP

By: 
Frank Amodeo, Authorized Agent


Barbara Peters

Address:
1159 Delany Avenue
Orlando, FL 32806
Phone:

Address:
1159 Delany Avenue
Orlando, FL 32806
Phone:

As-Is Property Condition Acknowledgement

File No.: **005-12-64KH**

Dated: **December 15, 2005**

Loan No.:

Borrowers: **Eagle and Condor, Partnership**

Unit 5, Briercliff Commons Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 6456, Page 4871, re-recorded in Official Records Book 6487, Page 3028, of the Public Records of Orange County, Florida, together with an undivided interest or share in the common elements appurtenant thereto, and any amendments thereto.

Parcel ID: **362229090900050**

The Corporation herein certify that the corporation have investigated the adequacy and conditions of:

1159 Delany Avenue, Orlando, FL 32806

and am satisfied with the "as is" condition. I am aware I am purchasing without the benefit of a warranty.

The Corporation certify the above to be true and correct.


Eagle and Condor, Partnership

Prepared By:
The Closing Agent, Inc.
11 North Summerlin Avenue
Orlando, FL 32801
File No. O05-12-64KH
Incidental to the issuance of a title insurance policy.

AGREEMENT BETWEEN BUYER AND SELLER

It is agreed by the undersigned that the proration of real estate taxes stated in the Settlement Statement prepared by Settlement Agent is based on the terms of the executed Contract for Sale furnished Settlement Agent and is further based on:

X an estimated tax of \$ 6,206.78 for the year 2005 and is considered final by Settlement Agent.

 Sellers warrant that the homestead exemption has been filed for the current year and will apply.

Should any action by the taxing authorities result in material differences in the real estate taxes for the current year which indicate an adjustment would be in order in either the Buyers' or Sellers' favor, it is understood and agreed that any adjustment in the proration of taxes will be settled between the Buyers and Sellers at their discretion.

Buyers understand that taxes for the real property may increase substantially in the tax year following the closing date. It is further understood that the holder of any mortgage executed or assumed by the Buyers in connection with this sale may call upon Buyers to make up any deficiency in the escrow account caused by any increase.

Buyers acknowledge that they are aware that Restrictions and Easements are as described in the Title Commitment provided by settlement agent.

If Homeowner Association Fees exist:

- a) Sellers acknowledge that all Homeowner Association Fees and/or Special Assessments are paid in full to date.
- b) Buyers have been notified by Settlement Agent that Homeowner Association Fees are in the amount of \$ 131.00 per month, and the Initiation Fee is \$ n/a.

It is hereby agreed by the undersigned that the proration of real estate taxes as stated in the closing statement prepared by is based on the most current information available from the taxing authorities.

If an adjustment in tax proration in either the Buyer's or the Seller's favor is indicated as a result of a difference or discrepancy between the estimate of real estate taxes relied upon in these closing documents and the actual tax bill as rendered for the current year, it is understood and agreed that in consideration of the settlement agent's efforts of The Closing Agent, Inc., that neither The Closing Agent, Inc. nor the lender shall accept any responsibility for such adjustments, and Buyer and Seller shall adjust such discrepancies among themselves; and Seller shall indemnify and hold harmless and the lender and their respective officers, employees and agents for any such discrepancies or differences; and Buyer does hereby release, remise, discharge, waive and forebear to assert any claim(s) or causes of action or damages it or they have or may have against either or the lender or any of its or their respective officers, directors, employees, agents or shareholders related in any manner to any such claimed or actual discrepancies.

Homestead Status: Homestead Exempt
Estimated based upon Taxes: \$ 6,206.78

EAGLE AND CONDOR PARTNERSHIP

By: Frank Amodeo
Frank Amodeo, Authorized Agent

Barbara Peters
Barbara Peters

FIRPTA NOTICE

The Foreign Investment in Real Property Act (FIRPTA) of 1980, as amended by Tax Reform Act of 1984, places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (seller) is either a non-resident alien, an alien corporation(s) or partnership(s), or is a domestic corporation or partnership controlled by non-residents or nonresident corporation or partnership, or is a disregarded entity for an individual who is otherwise a non-resident alien. By this notice we hereby recommend that you seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this Act on this transaction, as the settlement officer/agent is not deemed an agent of either Seller (Transferor) or Buyer (Transferee) for purposes of compliance with the Act. I.R.C. Sec. 1445, et seq. Further, by the execution of this Notice the undersigned agree and acknowledge that they are not relying upon nor acting upon any statements made or omitted by the escrow, closing, or settlement officer, or any other officer, employee or agent of or Commonwealth Land Title Insurance Company and further for and in consideration of the efforts of settlement officer/agent,, that Seller individually, jointly and severally, shall by this Agreement indemnify and hold harmless and Commonwealth Land Title Insurance Company and their respective officers, employees and agents for any and all claims or damages relating in any manner to this Act, and that Buyer individually, jointly and severally shall by this Agreement releases, remises, discharges, waives and forebears to assert any claims or causes of action or damages it or they have or may have against and Commonwealth Land Title Insurance Company or their respective officers, directors, employees, agents or shareholders, respecting any claims or damages whatsoever pertaining in any manner to the Act or any violation thereof.

PRIVACY NOTICE

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

This Privacy Notice is to satisfy the Gramm-Leach-Bliley Financial Modernization Act. We have chosen to adopt the Land America notice, which is also enclosed.

The undersigned acknowledge receipt of the above notices.

EAGLE AND CONDOR, PARTNERSHIP

By:


Frank Amodeo, Authorized Agent


Barbara Peters

COMPLIANCE & COMPLETION AGREEMENT

Dated: December 15, 2005
Lender:
Property Address: 1159 Delany Avenue, Orlando, FL 32806
Closing Agent: The Closing Agent, Inc.
File No.: 005-12-64KH
Buyer/Borrower: Eagle and Condor, Partnership
Seller: Barbara Peters

The undersigned Borrower and Seller, for and in consideration of the above-referenced Lender this date funding the closing of this loan, agree that if requested by lender, or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guarantee or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority or the Veterans Administration.

The undersigned Borrower and Seller do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said documentation.

The Undersigned, in consideration of the closing on the above transaction and the disbursal of funds and delivery of documents related thereto hereby agree, if requested by, to fully cooperate in executing such other and further documents and taking such further actions as are necessary to complete the transaction and to correct any errors and omissions which are deemed necessary or desirable by or the Lender (if any) in that title agency's and Lender's reasonable discretion.

EAGLE AND CONDOR, PARTNERSHIP

By: 

Frank Amodeo, Authorized Agent


Barbara Peters

SELLER NOTARY ACKNOWLEDGEMENT

Sworn to and subscribed before me, a Notary, this 15th day of December, 2005.


Notary Public

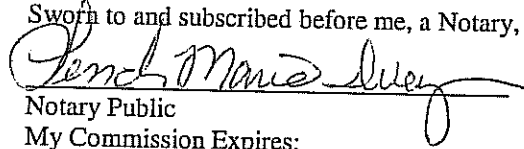
My Commission Expires: _____



Michael L. Cobb
Commission #DD168440
Expires: Dec 02, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

BUYER NOTARY ACKNOWLEDGEMENT

Sworn to and subscribed before me, a Notary, this 15th day of December, 2005.


Notary Public

My Commission Expires: _____



Tessah Marie Ivey
My Commission DD133803
Expires July 29, 2006

Expires July 29, 2006
My Commission DD133803
Tessah Marie Ivey



Policy No.:

Effective Date: **December 15, 2005, or the Date of Recording,
whichever is later**

File Number: **O05-12-64KH**

Amount of Insurance: **\$510,000.00**

1. Name of Insured:

Eagle and Condor, Partnership

2. The estate or interest in the land described herein and which is covered by this policy is a **Fee Simple** (if other, specify same) and is at the effective date hereof vested in the named insured as shown by virtue of a deed from , dated , and recorded , in the Official Records for the County of Orange.

3. The land referred to in this policy is described as follows:

Unit 5, Briercliff Commons Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 6456, Page 4871, re-recorded in Official Records Book 6487, Page 3028, of the Public Records of Orange County, Florida, together with an undivided interest or share in the common elements appurtenant thereto, and any amendments thereto.

THE CLOSING AGENT, INC.

11 North Summerlin Avenue

Orlando, FL 32801

Telephone: 407-425-2400 Fax: 407-425-3753

Countersigned: _____

Authorized Officer or Agent

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes and assessments for the year 2005, and subsequent years which are not yet due and payable.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records.
6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.

Above exceptions 2, 3, 4 and 5 are hereby deleted.

NOTE: All recording references in this policy shall refer to the Public Records of Orange County, Florida, unless otherwise noted.

7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. Taxes and assessments for the year 2006 and subsequent years.
9. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
10. Rights of parties in possession, other than the record owner.
11. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
12. Matters as shown on the Plat of Delaney-Briefcliff Planned Development recorded in Plat Book 41, Page 60 and 61, including, but not limited to restrictions and easements. Note: Easements as noted on said plat and listed by those certain Termination and Release of Easement recorded in Official Records Book 5690, Page 3832, Official Records Book 5690, Page 3835, Official Records Book 5690, Page 3829, Official Records Book 5690, Page 3826 and Official Records Book 5690, Page 3819.
13. Restrictions as set forth in Warranty Deed recorded in Official Records Book 5287, Page 2174.
14. Terms, conditions, and provisions of Grant and Declaration of Access and Parking Easement, recorded in Official Records Book 5287, Page 2192.
15. Terms, conditions, and provisions of Joint Development Agreement and Agreement for Easements, recorded in Official Records Book 5287, Page 2180.



Policy No.
File No. O05-12-64KH

SCHEDULE B
continued

Dear LandAmerica Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

The statement attached to or on the reverse side of this letter is the privacy policy of the LandAmerica family of companies. The three largest members of the family - Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company - may issue policies and handle real estate closings in virtually every part of the country. A number of other companies in the family provide other real estate services, and some operate more locally. You may review a list of LandAmerica companies on our website (www.landam.com). You may also visit our website for an explanation of our privacy practices relating to electronic communication.

Our concern with the protection of your information has been a part of our business since 1876, when the company that is now Commonwealth Land Title Insurance Company issued its first policy. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

LandAmerica Privacy
P.O. Box 27567
Richmond, VA 23261-7567

LandAmerica Companies

Title Insurance Companies: Commonwealth Land Title Insurance Company, Commonwealth Land Title Insurance Company of New Jersey, Industrial Valley Title Insurance Company, Land Title Insurance Company, Lawyers Title Insurance Corporation, Title Insurance Company of America, Transnation Title Insurance Company, Transnation Title Insurance Company of New York

Relocation and Mortgages: Commonwealth Relocation Services, CRS Financial Services, Inc., LandAmerica Account Servicing, Inc.

Title Agents: Austin Title Company, ATACO, Inc., Albuquerque Title Company, Atlantic Title & Abstract Company, Brighton Title Services Company, Capitol City Title Services, Inc., CFS Title Insurance Agency, Charleston Title Agency, Charter Title Company of Fort Bend, Galveston, and Sugarland, Commercial Settlements, Inc., Commonwealth Land Title Company, Commonwealth Land Title Company of Austin, Dallas, Fort Worth, Houston, Washington, Congress Abstract Corp., Cornerstone Residential Title, Cumberland Title Company, First Title & Escrow, Inc., Gulf Atlantic, Harbour Title, HL Title Agency, Lawyers Title Company, Lawyers Title of Arizona, El Paso, Galveston, Nevada, Pueblo, San Antonio, Lawyers Title Settlement Company, Lion Abstract, Longworth Insured, Louisville Title Agency of Central Ohio, Lorain County Title Company, M/I Title Agency, NIA/ Lawyers Title Agency, Oregon Title, Park Title, Partners Title Company, Pikes Peak Title Services, RE/Affirm Title Agency, Rainier Title Company, Residential Abstract, Residential Title, Rio Rancho Title, Texas Title Company, Title Transfer Service, Inc., TransOhio Residential Title Agency, Transnation Title & Escrow, Union Title Agency, University Title Services, Wilson Title Company

Appraisals and Ancillary Services: LandAmerica OneStop, Inc.

SCHEDULE B
continued

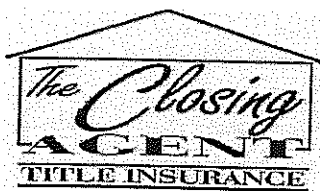
LANDAMERICA PRIVACY POLICY

What kinds of information we collect. Most of LandAmerica's business is title insurance, but there are companies in our family that provide other real estate services to consumers. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. Our title insurance companies then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information. The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

Agents that may be covered by this policy. Often, your transaction goes through a title insurance agent. Agents that are part of the LandAmerica family are covered by this policy. **Agents that are not part of the LandAmerica family may specifically, in writing, adopt our policy statement.**



A. Settlement Statement
U.S. Department of Housing and Urban Development
OMB No. 2502-0265 (expires 9/30/2006)

B. TYPE OF LOAN
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. FILE NUMBER
005-12-64KH

7. LOAN NUMBER

8. MORTGAGE INSURANCE CASE NUMBER

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.a.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

TitleExpress Settlement System
Printed 12/15/2005 at 09:35 KH

D. NAME OF BORROWER: Eagle and Condor, Partnership
ADDRESS: 1159 Delany Avenue, Orlando, FL 32806

E. NAME OF SELLER: Barbara Peters
ADDRESS: 1159 Delany Avenue, Orlando, FL 32806

F. NAME OF LENDER:
ADDRESS:

G. PROPERTY ADDRESS: 1159 Delany Avenue, Orlando, FL 32806

H. SETTLEMENT AGENT: The Closing Agent, Inc., Telephone: 407-425-2400 Fax: 407-425-3753
PLACE OF SETTLEMENT: 11 North Summerlin Avenue, Orlando, FL 32801

I. SETTLEMENT DATE: 12/15/2005

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	510,000.00	401. Contract sales price	510,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	2,066.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes 12/15/05 to 12/31/05	289.08	407. County taxes 12/15/05 to 12/31/05	289.08
108. Assessments		408. Assessments	
109. HOA Dues (Dec) 12/15/05 to 12/31/05	73.21	409. HOA Dues (Dec) 12/15/05 to 12/31/05	73.21
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	512,428.29	420. GROSS AMOUNT DUE TO SELLER	510,362.29
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	50,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loans		502. Settlement charges to seller (line 1400)	37,655.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	50,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	37,655.00
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	512,428.29	601. Gross amount due to seller (line 420)	510,362.29
302. Less amounts paid by/for borrower (line 220)	50,000.00	602. Less reduction amount due seller (line 520)	37,655.00
303. CASH FROM BORROWER	462,428.29	603. CASH TO SELLER	472,707.29

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: _____) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____ SELLER(S) SIGNATURE(S): *Barbara Peters*

SELLER(S) NEW MAILING ADDRESS: _____

SELLER(S) PHONE NUMBERS: _____ (H) _____ (W) _____

SETTLEMENT STATEMENT

TitleExpress Se. ent System. Printed 12/15/2005 at 09:36 KH

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$510,000.00 @ 6.000 = 30,600.00			
Division of commission (line 700) as follows:			
701. \$	15,300.00 to Re/Max Town Centre		
702. \$	15,300.00 to Olde Town Brokers		
703. Commission paid at Settlement			
704. Transaction Fee	to Olde Town Brokers		30,600.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			175.00
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Application Fee			
807. Assumption Fee			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	to @ \$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ /mo		
1004. County Property Tax	mo. @ \$ /mo		
1005. Assessments	mo. @ \$ /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
1100. TITLE CHARGES			
1101. Settlement or closing fee	to The Closing Agent, Inc.	175.00	175.00
1102. Abstract or title search	to Land America/The Closing Agent, Inc.		95.00
1103. Title examination	to The Closing Agent, Inc.		175.00
1104. Title insurance binder			
1105. Document Preparation			
1106. Notary Fees			
1107. Attorney's fees			
(includes above items No:)			
1108. Title Insurance	to The Closing Agent, Inc.		2,825.00
(includes above items No:)			
1109. Lender's Policy	- 100.00		
1110. Owner's Policy	510,000.00 - 2,725.00		
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Deed \$ 10.00	: Mortgage \$: Release \$	10.00	
1202. Documentary Stamps Deed	Deed \$ 3,570.00: Mortgage \$		3,570.00
1203. Documentary Stamps Mtg	Deed \$: Mortgage \$		
1204. Intangible Tax	Deed \$: Mortgage \$		
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey			
1302. Pest Inspection			
1303. Courier Fee	to The Closing Agent, Inc.	30.00	
1304. UPS, Fax and Copies	to The Closing Agent, Inc.	40.00	40.00
1305. Electronic Filing/Storage/Admin	to The Closing Agent, Inc.	40.00	
1306. Transaction Fee	to Re/Max Town Centre	199.00	
1307. 2006 HOA Dues	to Briercliff Commons Condo Assoc.	1,572.00	
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section I and 502, Section K)	2,066.00	37,655.00

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Eagle and Conder, Partnership

By: Frank Amodeo, Authorized Agent

Barbara Peters

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18, U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT

DEC 15 2005