

H02464



ACCOUNT NO. : 072100000032  
REFERENCE : 875381 11181A  
AUTHORIZATION :  
COST LIMIT : \$ PPD

ORDER DATE : June 30, 1998  
ORDER TIME : 1:17 PM  
ORDER NO. : 875381-005  
CUSTOMER NO: 11181A  
CUSTOMER: Mr. Jerrold Knee  
Burnstein & Knee, P.a.  
Suite 6a  
1720 Harrison Street  
Hollywood, FL 33020

FILED  
98 JUN 30 PM 2:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

800002576519--0  
-06/30/98--01074--008  
\*\*\*\*175.00 \*\*\*\*175.00

WIL-DOR OF NORTH CAROLINA, INC

INTO

WIL.DOR.INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX ~~2~~ CERTIFIED COPIES  
           PLAIN STAMPED COPY

CONTACT PERSON: Cassandra Bryant

EXAMINER'S INITIALS: CC

FILED  
98 JUN 30 PM 2:42  
DIVISION OF CORPORATION

Merger 7-1-98

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

WIL-DOR OF NORTH CAROLINA, INC., a North Carolina corporation, not  
qualified

INTO

WIL. DOR. INC., a Florida corporation, H02464

File date: June 30, 1998

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER

OF

WIL-DOR OF NORTH CAROLINA, INC.

AND

WIL. DOR. INC.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

98 JUN 30 PM 2:53

FILED

To the Secretary of State  
State of Florida

To the Secretary of State  
State of North Carolina

Pursuant to the provisions of the Florida Business Corporation Act and § 55-11-05 of the General Statutes of North Carolina, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger.

1. The name of the surviving corporation is Wil. Dor. Inc., a corporation organized under the laws of Florida; the name of the merged corporation is Wil-Dor of North Carolina, Inc., a corporation organized under the laws of North Carolina.

2. Attached is a copy of the Plan of Merger that was duly adopted in the manner prescribed by law by the board of directors of each of the corporations participating in the merger.

3. With respect to the surviving corporation, shareholder approval was required for the merger, and the plan of merger was approved and adopted on June 29, 1998, by the shareholders of Wil. Dor. Inc. entitled to vote thereon in accordance with the provisions of the Florida Business Corporation Act and as required by Chapter 55 of the North Carolina General Statutes.

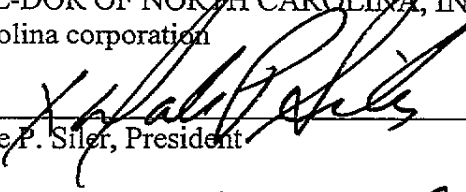
4. With respect to the merged corporation, shareholder approval was required for the merger, and the plan of merger was approved and adopted on June 29, 1998, by the shareholders of Wil-Dor of North Carolina, Inc. entitled to vote thereon in accordance with the provisions of the Florida Business Corporation Act and as required by Chapter 55 of the North Carolina General Statutes.

5. The merger of Wil-Dor of North Carolina, Inc. with and into Wil. Dor. Inc. is permitted by the laws of North Carolina and Florida and is in compliance with said laws.

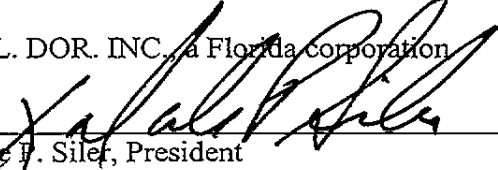
6. The effective time and date of the merger herein provided for in the State of Florida and in the State of North Carolina shall be 11:59:59 p.m. on June 30, 1998.

Executed on June 29, 1998.

WIL-DOR OF NORTH CAROLINA, INC., a North  
Carolina corporation

By:   
Dale P. Siler, President

WIL. DOR. INC., a Florida corporation

By:   
Dale P. Siler, President

**PLAN AND AGREEMENT OF MERGER  
OF WIL-DOR OF NORTH CAROLINA, INC.  
INTO WIL. DOR. INC.**

This Plan and Agreement of Merger is dated the 29th day of June, 1998, by and between WIL-DOR OF NORTH CAROLINA, INC., a North Carolina corporation (hereinafter "WNC") and WIL. DOR. INC., a Florida corporation (hereinafter "WFL").

**WITNESSETH:**

WHEREAS, WNC is a corporation duly organized and existing under and by virtue of the laws of the State of North Carolina, having been incorporated on June 4, 1998, and WFL is a corporation duly organized and existing under and by virtue of the laws of the State of Florida, having been incorporated on May 7, 1984; and

WHEREAS, the authorized capital stock of WNC consists of 100,000 shares of common capital stock, without par value, of which 10,000 shares are issued and outstanding, all of which issued and outstanding capital stock is owned by Dale P. Siler;

WHEREAS, the authorized capital stock of WFL consists of 500 shares of common capital stock, \$1.00 par value, of which 500 shares are issued and outstanding, all of which issued and outstanding capital stock is owned as follows:

Shareholder	Shares Owned
Dale P. Siler	475
Monika Holden	25

WHEREAS, the Board of Directors of each of WFL and WNC deem it advisable for the general welfare and advantage of both corporations and their respective shareholders that WNC merge into WFL pursuant to this Agreement, and WNC and WFL respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of North Carolina and The State of Florida; and

WHEREAS, in connection with, and effective immediately upon consummation of the merger, the Board of Directors of WFL, as the surviving corporation in the merger, desires to retain the corporation's name as "Wil. Dor. Inc.":

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreement contained herein, the parties hereby agree, in accordance with Section 55-11-05 of the General Statutes of North Carolina and all other applicable provisions of the laws of the State of North Carolina, and Section 607.1101 of the Florida Statutes and all other applicable provisions of the laws of the State of Florida, that WNC shall be merged into WFL, which latter company shall continue its corporate existence and be the surviving corporation (hereinafter the "Surviving Corporation") in the merger, and the parties hereby covenant and agree to observe, keep and

Monika Holden, who shall remain the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the bylaws of the Surviving Corporation, the officers of the Surviving Corporation on the Merger Date shall be William R. Siler as Chief Executive Officer (CEO), Dale P. Siler as President, and Monika Holden as Secretary/Treasurer and Vice-President of Finance.

ARTICLE VI.  
CONVERSION OF SHARES IN THE MERGER

The manner and basis of converting the shares of WNC into shares of the Surviving Corporation are as follows:

1. WNC's Common Stock. All of the shares of WNC's no par value common capital stock issued and outstanding as of the Merger Date shall be converted into and become 1,600.31 shares of WFL common stock, \$1.00 par value. Upon surrender to the Surviving Corporation of one or more stock certificates representing the no par value common capital stock of WNC for cancellation, the holder thereof shall be entitled to receive and shall receive one or more stock certificates representing .16 shares of the \$1.00 par value common capital stock of the Surviving Corporation for each one (1) share of the no par value common capital stock of WNC so surrendered for cancellation. Any issued share of WNC held by WNC in its treasury on the Merger Date shall be canceled and shall not be converted.

2. WFL's Common Stock. None of the shares of WFL common stock which are issued and outstanding as of the Merger Date shall be converted as the result of the Merger, but all of such shares (including any shares held in treasury) shall remain issued and outstanding shares of the Surviving Corporation.

3. Surrender of WNC Certificates. As soon as practical after the Merger becomes effective, stock certificates representing common capital stock of WNC issued and outstanding on the Merger Date shall be surrendered to the Surviving Corporation for exchange or cancellation as above provided. Until so surrendered or exchanged, each such stock certificate nominally representing common capital stock of WNC shall be deemed for all corporate purposes (except for the payment of dividends, which shall be subject to the exchange of stock certificates as provided above) to evidence the ownership of the number of shares of common stock of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

ARTICLE VII.  
EFFECT OF THE MERGER

On the Merger Date, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, and powers through franchises both of a public and private nature, and be subject to all the restrictions and obligations of WNC and WFL, and all the rights, privileges, immunities, powers and franchises of both WNC and

perform the terms and conditions of the merger (hereinafter the "Merger") as the same are hereafter set forth:

ARTICLE I.  
EFFECTIVE TIME OF MERGER

Upon filing of the Articles of Merger in the Office of the Secretary of State of North Carolina, and upon filing of the Articles of Merger in the Office of the Secretary of State of Florida, substantially in the form attached hereto as Exhibit A, and after satisfaction of the requirements of the applicable laws of the State of North Carolina and of the State of Florida prerequisite to such filings, the Merger shall be effective at 11:59:59 p.m. on June 30, 1998 (such date and time is hereinafter referred to as the "Merger Date"). At the effective date and time of the Merger, the separate existence of WNC shall cease and WNC shall be merged into WFL.

ARTICLE II.  
GOVERNING LAW

The laws which are to govern the Surviving Corporation are the laws of the State of Florida.

ARTICLE III.  
ARTICLES OF INCORPORATION

The Articles of Incorporation of WFL, as the Surviving Corporation, at the effective time and date of the merger, shall be the Articles of Incorporation of said Surviving Corporation, except that the provision of said Articles of Incorporation which relates to the authorized shares of the Surviving Corporation shall be amended and changed so as to read as follows at the effective time of the merger:

"The number of shares which the corporation is authorized to issue is 2,101."

and said Articles of Incorporation, as herein amended and changed, shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the Florida Business Corporation Act.

ARTICLE IV.  
BYLAWS

The bylaws of WFL on the Merger Date shall be the bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE V.  
DIRECTORS AND OFFICERS

The directors of WFL on the Merger Date shall be William R. Siler, Dale P. Siler and

WFL and all property, real, personal and mixed, tangible and intangible, and all debts due to either of such corporations on whatever account, for stock subscriptions as well as for all other things and actions belonging to each such corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of WNC and WFL immediately prior to the Merger Date, and the title to any real estate vested by deed or otherwise immediately prior to the Merger Date, and the title to any real estate vested by deed or otherwise in either of said corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either WNC or WFL shall be preserved unimpaired and limited in lien to the property affected by such liens at the Merger Date, and all debts, liabilities and obligations of WNC and WFL, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by the Surviving Corporation.

#### ARTICLE VIII. ACCOUNTING

The assets and liabilities of both WNC and WFL, as of the Merger Date, shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of WNC and WFL, respectively. The amount of stated capital of the Surviving Corporation after the Merger shall be equal to the sum of the aggregate amount of the par value of the common stock to be issued in the Merger and the aggregate par value of the common stock that will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purposes for which surplus may be used.

#### ARTICLE IX. APPROVAL OF SHAREHOLDERS; FILING OF CERTIFICATE

This Agreement shall be submitted to the shareholders of both WNC and WFL as provided by law and their respective Articles of Incorporation at meetings which shall be held on or before June 29, 1998, unless this Plan and Agreement of Merger is approved by the shareholders of both WNC and WFL prior to such date by unanimous written consent. After such adoption and approval, Articles of Merger in the form attached hereto as Exhibit A shall be executed, verified and delivered to the North Carolina Secretary of State's office and the Florida Secretary of State's office, respectively, for filing.

#### ARTICLE X. REPRESENTATIONS AND WARRANTIES

As WNC and WFL are commonly controlled corporations having common shareholders, directors and officers, neither corporation makes any representations or warranties to the other concerning their respective businesses.



ARTICLE XI.  
MISCELLANEOUS

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties consent to the jurisdiction of the courts of the State of Florida to resolve any disputes arising out of this Agreement.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

(c) This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.

(d) This Agreement may not be assigned by either party hereto.

(e) This Agreement and the exhibits, schedules and certificates delivered pursuant hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, letters of intent and preliminary agreements. This Agreement may not be modified or amended except by a writing executed by the parties hereto.

(f) No waiver of any term, condition or provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or be construed as a further or continuing waiver.

(g) No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to each other remedy given hereunder for now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies by a party shall not constitute a waiver of the right to pursue other available remedies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names, all as of the day and year first above written.

WIL. DOR. INC.

By:   
Dale P. Siler, President

Attest:





[SIGNATURES CONTINUED ON NEXT PAGE]

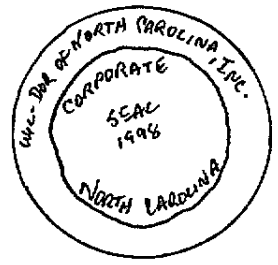
WIL-DOR OF NORTH CAROLINA, INC.

By: *Dale P. Siler*  
Dale P. Siler, President

Attest:

*Mimi Holda*  
Secretary

(Corporate Seal)



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