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P98000081170

C T CORPORATION SYSTEM

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City State Zip Phone

CORPORATION(S) NAME

200003374342-6  
-08/28/00-01030-027  
\*\*\*\*113.75 \*\*\*\*113.75

*Merger*

*American Pension Benefits, Inc.*

*Lamoriello Atlanta, Inc.*

*Merging into Southeastern Pension Services, Inc.*

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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LAURA EARNEST

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

AMERICAN PENSION BENEFITS, INC., a Florida corporation P96000103398

LAMORIELLO ATLANTA, INC., a Georgia corporation not authorized to transact  
business in Florida

INTO

**SOUTHEASTERN PENSION SERVICES, INC.**, a Florida entity, P98000081170

File date: August 28, 2000

Corporate Specialist: Annette Ramsey

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**ARTICLES OF MERGER**  
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F.S.

**First:** The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Southeastern Pension Services, Inc.	Florida

**Second:** The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
American Pension Benefits, Inc.	Florida
Lamoriello Atlanta, Inc.	Georgia

**Third:** The Plan of Merger is attached as Exhibit A hereto.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** The Plan of Merger was adopted by the shareholders of the surviving corporation on August 25, 2000 in accordance with Section 607.1103 F.S.

**Sixth:** The Plan of Merger was adopted by the shareholders of the merging corporation on August 25, 2000, in accordance with the applicable laws of the jurisdiction of their organization.

**Seventh: SIGNATURES FOR EACH CORPORATION**

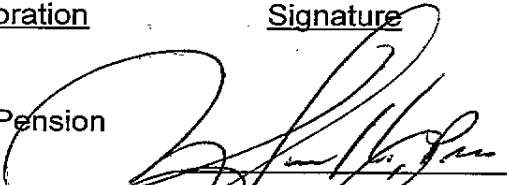
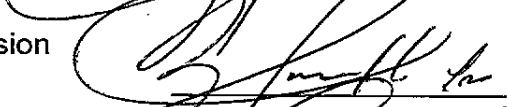

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
Southeastern Pension Services, Inc.		Nicholas J. Lamoriello, President
American Pension Benefits, Inc.		Nicholas J. Lamoriello, President
Lamoriello Atlanta, Inc.		Nicholas J. Lamoriello, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER**, dated as of August 25, 2000 is by and between **AMERICAN PENSION BENEFITS, INC.**, a Florida corporation ("APB"), **LAMORIELLO ATLANTA, INC.**, a Georgia corporation ("LAI") (APB and LAI are sometimes hereinafter referred to as the "Merged Corporations") and **SOUTHEASTERN PENSION SERVICES, INC.**, a Florida corporation (the "Surviving Corporation") (the Merged Corporations and Surviving Corporation are sometimes hereinafter referred to collectively as the "Constituent Corporations").

WHEREAS, APB is a Florida corporation, its Articles of Incorporation having been filed in the office of the Department of State of Florida on December 26, 1996; and

WHEREAS, APB has authorized capital stock consisting of 10,000 shares of \$1.00 par value Common Stock; and

WHEREAS, LAI is a Georgia corporation, its Articles of Incorporation having been filed in the Office of the Secretary of State of Georgia on October 4, 1988; and

WHEREAS, LAI has authorized capital stock consisting of 2000 Shares of \$1.00 par value common stock; and

WHEREAS, the Surviving Corporation is a Florida corporation, its Articles of Incorporation having been filed in the office of the Department of State of Florida on September 18, 1998; and

WHEREAS, the Surviving Corporation has authorized capital stock of Ten Thousand (10,000) shares of \$1.00 par value Common Stock; and

WHEREAS, the Board of Directors and all of the shareholders of each of the Constituent Corporations, deem it advisable that the Constituent Corporations merge and have duly approved and authorized the form of this Agreement and Plan of Merger; and

WHEREAS, the laws of the State of Florida and the State of Georgia permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of their respective states;

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that the Merged Corporations shall be and each hereby is merged into the Surviving Corporation, which shall be the surviving corporation, and the terms and conditions of such merger and the manner of carrying it into effect are and shall be as follows:

**Section 1. Name of Surviving Corporation.** The corporate existence of the Surviving Corporation shall continue under the name Southeastern Pension Services, Inc.; provided, however, that the Surviving Corporation shall qualify to do business in the State of Georgia

under the assumed name of Lamoriello Atlanta, Inc. and also shall register to do business in Florida under the fictitious name, "American Pension Benefits".

**Section 2. Purposes of Surviving Corporation.** The purposes set forth in the Articles of Incorporation of the Surviving Corporation, as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

**Section 3. Articles of Incorporation of Surviving Corporation.** The Articles of Incorporation of the Surviving Corporation shall not be amended in any respect by reason of this Agreement and Plan of Merger.

**Section 4. By-Laws of Surviving Corporation.** The By-laws of the Surviving Corporation as they shall exist on the date of the merger provided for in this Agreement and Plan of Merger shall be and remain and continue to be the By-Laws of the Surviving Corporation until altered, amended or repealed pursuant to the terms thereof.

**Section 5. Directors and Officers.** Persons who are officers and directors of the Surviving Corporation on the effective date of the merger shall be and remain and continue to be directors of the Surviving Corporation until their respective successors are duly named and qualified.

**Section 6. Effective Date of Merger.**

(a) For all purposes under the laws of the State of Florida, this Agreement and Plan of Merger and the merger herein provided for shall become effective, and the separate existence of APB shall cease except insofar as it may be continued by statute or operation of law, as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Florida and Florida Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws and (ii) said Articles of Merger shall have been filed in the office of the Department of State of Florida.

(b) For purposes of the laws of the State of Georgia, this Agreement and Plan of Merger and the merger herein provided for shall become effective, and the separate existence of LAI shall cease except insofar as it may be continued by statute or operation of law, as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Georgia and Georgia Certificate of Merger indicating its adoption and approval shall have been executed in accordance with such laws and (ii) said Certificate of Merger shall have been filed in the office of the Secretary of State of Georgia.

(c) The date upon which this Agreement and Plan of Merger and any other required documents have been filed in all of the offices mentioned above and upon which

the Constituent Corporations shall so become a single corporation is the effective date of the merger.

(d) Notwithstanding the foregoing provisions of this Section 6, the merger provided for herein shall be deemed effective for accounting purposes as of the close of business on December 31, 1999.

**Section 7. Manner and Basis of Converting Shares.** Immediately upon the effective date of the merger, the sole Shareholder of each of the Merged Corporations will exchange each of its shares of the capital stock of each of the Merged Corporations for one (1) share of the capital stock of the Surviving Corporation and, thereupon, the shares of stock of each of the Merged Corporations shall cease to exist and shall be deemed cancelled, retired and eliminated. Except as set forth above, no cash or shares or other securities or obligations will be distributed, or issued upon conversion or cancellation of the shares of the Merged Corporations.

**Section 8. Effect of Merger.** Upon this merger becoming effective:

(a) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Corporations shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

(b) The Surviving Corporation shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(c) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other choses in action belonging to the Constituent Corporations; and

(d) All property, rights, privileges, powers and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Merged Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted for by it.

**Section 9. Delivery of Deeds and Instruments.** From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall make, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 8 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement and Plan of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

**Section 10. Expenses of Merger.** The Surviving Corporation shall pay all expenses of carrying this Agreement and Plan of Merger into effect and of accomplishing the merger.

**Section 11. Abandonment of Merger.** This Agreement and Plan of Merger shall be submitted to the directors and shareholders of the Merged Corporations and the Surviving Corporation as provided by the applicable laws of the States of Georgia and Florida; and upon the approval and adoption thereof, in the manner provided by such laws, by the members of the Boards of Directors and holders of the outstanding shares of capital stock of the Merged Corporations and the Surviving Corporation, shall be deemed and taken to be the Agreement and Plan of Merger and act of merger of the Constituent Corporations; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated or abandoned before it becomes effective without further action or approval by the shareholders of either of the Constituent Corporations:

(a) By mutual consent of the Boards of Directors of the Constituent Corporations;  
or

(b) By the Board of Directors of any one of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

(c) By the Board of Directors of any one of the Constituent Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Corporations or the Surviving Corporation or any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

**Section 12. Service of Process.** Upon the merger herein proposed becoming effective, the Surviving Corporation agrees that it may be served with process in the States of Georgia and Florida in any proceeding for enforcement of any obligation of LAI and APB, respectively, and in any proceeding for the enforcement of the rights of a dissenting shareholder of LAI and APB the Surviving Corporation. The Surviving Corporation shall

irrevocably appoint the Secretary of State of the State of Georgia and the Secretary of State of Florida as its agent upon whom may be served any notice, process or pleading in any such action or proceeding; provided, however, that such appointment shall not be effective until the merger herein contemplated becomes effective.

**Section 13. Dissenting Shareholders.** The Surviving Corporation shall promptly pay to the dissenting shareholders of the Merged Corporation the amount, if any, to which they shall be entitled under the provisions of the Business Corporation laws of the State of Georgia or the State of Florida, as the case may be, with respect to the rights of dissenting shareholders.

**Section 14. Tax Purposes.** For federal tax purposes, the merger effected hereby is a corporate reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement and Plan of Merger to be signed in their respective corporate names by an officer thereunto duly authorized as of the date first written above.

**SURVIVING CORPORATION:**

SOUTHEASTERN PENSION  
SERVICES, INC.

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

Nicholas J. Lamoriello  
President

**MERGED CORPORATIONS:**

LAMORIELLO ATLANTA, INC.

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

Nicholas J. Lamoriello  
President

AMERICAN PENSION BENEFITS, INC.

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

Nicholas J. Lamoriello  
President