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ACCOUNT NO. : 072100000032

REFERENCE : 632108 4336650

AUTHORIZATION : *Patricia Piguet*

COST LIMIT : \$ 78.75

ORDER DATE : March 21, 2000

Merger

ORDER TIME : 1:26 PM

ORDER NO. : 632108-005

900003178059--7

CUSTOMER NO: 4336650

CUSTOMER: Robert Hudson, Jr., Esq
Baker & Mckenzie
19th Floor
1200 Brickell Avenue
Miami, FL 33131

ARTICLES OF MERGER

VENICORP, INC.

INTO

NEW VENICORP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:
XX CERTIFIED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

AJR
3/22/00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 MAR 21 PM 4:14

FILED

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

00 MAR 21 PM 1:35

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

VENICORP, INC., a Florida corporation P99000015168

INTO

NEW VENICORP, INC., a Delaware corporation not qualified in Florida

File date: March 21, 2000

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 78.75

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

ARTICLES OF MERGER

of

VENICORP, INC.
(a Florida Corporation)

With and Into

NEW VENICORP, INC.
(a Delaware Corporation)

FILED
00 MAR 21 PM 4:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1101, 607.1103 and 607.1105 of the Florida Business Corporation Act (the "FBCA"), Venicorp, Inc., a Florida Corporation ("Venicorp") and New Venicorp, Inc., a Delaware Corporation ("New Venicorp") adopted on the 7 day of March, 2000, the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the FBCA, and hereby certify as follows:

ARTICLE I

The Agreement and Plan of Reorganization (the "Plan of Reorganization"), attached hereto and incorporated by reference herein, and adopted in accordance with the provisions of Section 607.1103 of the FBCA, provides for the merger of Venicorp with and into New Venicorp, with New Venicorp as the surviving corporation (the "Merger").

ARTICLE II

The Plan of Reorganization was duly approved by a unanimous written consent executed by all of the shareholders and all the members of the Board of Directors of Venicorp and a unanimous written consent executed by all the members of the Board of Directors of New Venicorp, respectively, pursuant to Sections 607.0704, 607.0821, 607.1101 and 607.1103 of the FBCA on the 7 day of March, 2000.

ARTICLE III

Of the 1,000 issued and outstanding shares of capital stock, \$1.00 par value per share, of Venicorp entitled to vote as a class upon the Plan of Reorganization had the Plan of Reorganization been submitted to a vote of said class pursuant to Section 607.1103 of the FBCA, the holders of all of the shares consented to and authorized the Agreement by unanimous written consent in accordance with Section 607.0704 of the FBCA on the 7 day of March, 2000.

The number of shares outstanding and the designation and number of outstanding shares of each class that are entitled to vote as a class on the Merger for Venicorp and New Venicorp, respectively, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>	
	<u>Outstanding</u>	
Venicorp	1,000	
New Venicorp	0	

The number of shares of Venicorp that voted for and against the Merger, and the number of shares of each class, that voted for and against the Merger are as follows:

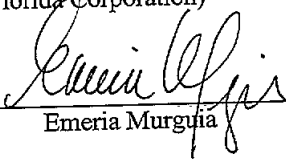
<u>Name of Corporation</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
Venicorp	1,000	0

ARTICLE IV

The Merger shall be effective as of the 7 day of March, 2000 (the "Effective Time"). At the Effective Time, the separate existence of each of the corporations shall cease and Venicorp shall be merged with and into New Venicorp in accordance with the terms and conditions of the Plan of Reorganization.

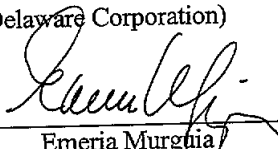
IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 7 day of March, 2000.

VENICORP, INC.
(a Florida Corporation)



Emeria Murguia

NEW VENICORP, INC.
(a Delaware Corporation)



Emeria Murguia

AGREEMENT AND PLAN OF REORGANIZATION

Venicorp, Inc., a Florida corporation, and New Venicorp, Inc., a Delaware corporation enter into this Agreement and Plan of Reorganization on this 7 day of March, 2000.

RECITAL

The Board of Directors of Venicorp, Inc. ("Venicorp") and New Venicorp, Inc. ("New Venicorp") deem it advisable and in the best interest of said corporations and their respective shareholders that Venicorp merge with and into New Venicorp.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties hereto that the Venicorp shall be merged into New Venicorp in accordance with the applicable provisions of the General corporation Law of the State of Delaware, as amended (the "DGCL") and Florida Business Corporation Act, as amended (the "FBCA"), and upon the following terms and conditions:

TERMS

1. **Merger.** In accordance with the laws and applicable provisions of the laws of the State of Delaware, Venicorp shall merge into and become a part of New Venicorp or ("Surviving Corporation"). Upon the effective date of the Merger, the separate corporate existence of Venicorp shall cease. The effective date for the transaction contemplated hereunder shall be on March 7, 2000.

2. **Changes to Articles of Incorporation.** The Certificate of Incorporation of the

Surviving Corporation shall be the Certificate of Incorporation of New Venicorp until thereafter amended in accordance with Delaware law.

3. **Changes to By-Laws.** The By-Laws of the Surviving Corporation shall be the By-Laws of New Venicorp until thereafter amended in accordance with Delaware law.

4. **Changes to Directors and Officers.** The Directors and Officers of the Surviving Corporation shall be the current Directors and Officers of New Venicorp until their successors are duly elected and qualified.

5. **Representations and Warranties.**

(a) Venicorp represents and warrants as follows:

(1) Organization and Good Standing. Venicorp is a corporation duly organized, validly existing and in good standing under the laws of Florida and has the corporate power to carry on its business as it is now being conducted.

(2) Authorization. The execution, delivery and performance of this Agreement and Plan of Reorganization by Venicorp have been duly and validly authorized and approved by all necessary corporate and shareholder action.

(b) New Venicorp represents and warrants as follows:

(1) Organization and Good Standing. New Venicorp is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the corporate power to carry on its business as it is now being conducted.

(2) Authorization. The execution, delivery and performance of this Agreement and Plan of Reorganization by New Venicorp have been duly and validly authorized and approved by all necessary corporate and shareholder action.

6. **Effects of Merger.** The Merger shall have the effect provided therefor by

Delaware law. As of the effective date of the Merger, New Venicorp shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of Venicorp; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due Venicorp, shall be deemed to be transferred to and vested in New Venicorp without further act or deed, and the title to any property or any interest therein, vested in Venicorp, shall not revert to or be in any way impaired by reason of the Merger.

New Venicorp shall be responsible and liable for all the liabilities and obligations of Venicorp; and any claims existing by or against Venicorp may be prosecuted to judgment as if the Merger had not occurred, or New Venicorp may be substituted in the place of Venicorp. The rights of any creditors of Venicorp shall not be impaired by the Merger. New Venicorp shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of Venicorp.

7. **Share Conversion.** Prior to the Merger, New Venicorp will have no outstanding shares. Upon the effective date of the Merger, all the outstanding shares of stock of Venicorp shall be surrendered and canceled and the sole shareholder of Venicorp shall receive 1,000 shares of stock of New Venicorp.

8. **Further Assurances.** If at any time New Venicorp shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in New Venicorp the title to any property or rights of Venicorp or to otherwise carry out the provisions hereof, the proper officers and directors of Venicorp, as of the effective date of the Merger, shall execute and deliver any and all proper assignments and assurances in

law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in New Venicorp and to otherwise carry out the provisions hereof.

9. **Abandonment or Amendment.** At any time prior to the filing of the Certificate of Merger with the State of Delaware, Office of the Secretary of State, the proposed Merger may be abandoned by the parties pursuant to this provision or amended by the action of the parties pursuant to this provision.

10. **Approval of Sole Shareholder and Boards of Directors.** This Agreement and Plan of Reorganization has been approved by, and the execution and delivery thereof authorized by, the sole Shareholder and by the Board of Directors of each of Venicorp and New Venicorp

11. **Costs.** All costs in connection with this Agreement and Plan of Reorganization will be paid by Venicorp.

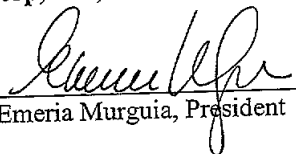
12. **Payment of Dissenters.** Pursuant to Section 262 DGCL and Fla. Stat. § 607.1302, there are no dissenting shareholders since the sole shareholder of each Venicorp and New Venicorp have consented to this Agreement and Plan of Reorganization.

13. **Procedure.** Each party will in a timely manner follow the procedures provided by Delaware law in connection with the statutory merger including the filing of appropriate Certificate of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Agreement and Plan of Reorganization and the transactions contemplated hereby.

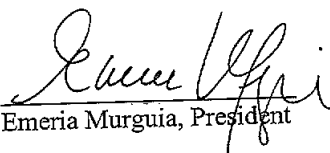
14. **Tax Consequences.** It is the express intent and purpose of this Agreement and Plan of Reorganization that the transaction contemplated hereunder qualify under the internal revenue laws as an Internal Revenue Code Section 368(a)(1)(F) reorganization. To this end, any ambiguity in this Agreement and Plan of Reorganization shall be resolved in an interpretation

that will qualify this transaction as a tax-free reorganization. Notwithstanding, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by the shareholders against the corporations involved in this transaction, or against any person involved in this transaction.

Venicorp, Inc., a Florida corporation

By: 
Emeria Murguia, President

New Venicorp, Inc., a Delaware corporation

By: 
Emeria Murguia, President