

451658

FILED
00 MAR 15 PM 2:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Document Number Only

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
Tel 850 222 1092
Fax 850 222 7615
Attn: Jeff Netherton

600003170956--5
-03/15/00--01053--013
*****78.75 *****78.75

CORPORATION(S) NAME

S.O.C.I., Inc.
Merging: Nubar Corporation

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name _____ 03/15/00
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
Acknowledgement _____
W.P. Verifier _____

G. COULLETTE MAR 15 2000

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

NUBAR CORPORATION, a Delaware corporation not qualified

INTO

S.O.C.I., INC., a Florida entity, 451658

File date: March 15, 2000

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
of
NUBAR CORPORATION,
a Delaware corporation
into
S.O.C.I., Inc.,
a Florida corporation

FILED
00 MAR 15 PM 2:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporation, S.O.C.I., Inc., a Florida corporation, adopts the following Articles of Merger for the purpose of merging NUBAR CORPORATION, a Delaware corporation, into S.O.C.I., Inc., a Florida corporation.

1. - PLAN OF MERGER

The Plan of Merger setting forth the terms and conditions of the merger of NUBAR CORPORATION, a Delaware corporation, into S.O.C.I., Inc., a Florida corporation, is attached hereto and made part hereof.

2. - ADOPTION OF PLAN

2.1 There are 300 shares of common stock, each of \$100.00 par value, of NUBAR CORPORATION, a Delaware corporation, issued and outstanding that were entitled to vote on the Plan of Merger. All the outstanding shares were voted in favor of the Plan of Merger by Written Consent in lieu of a special meeting of the shareholders and Board of Directors of NUBAR CORPORATION, a Delaware corporation, dated January 28, 2000.

2.2 There are 50 shares of common stock, each of no par value, of S.O.C.I., Inc., a Florida corporation, issued and outstanding that were entitled to vote on the Plan of Merger. All the outstanding shares were voted in favor of the Plan of Merger by a Written Consent in lieu of special meeting of the shareholders and Board of Directors of S.O.C.I., Inc., a Florida corporation, on January 28, 2000.

3. - EFFECTIVE DATE

The Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned Corporations has caused these Articles to be executed as of FEB 9, 2000.

WITNESSES:

[Signature]
Kenneth Marlin

NUBAR CORPORATION,
a Delaware corporation

By: [Signature]
KENNETH MARLIN,
President

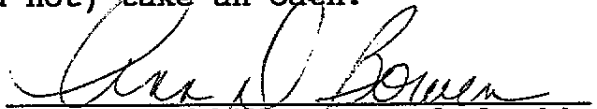
[Signature]
Kenneth Marlin

S.O.C.I., Inc.,
a Florida corporation

By: [Signature]
KENNETH MARLIN,
President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

28 The foregoing instrument was acknowledged before me on this day of January, 2000, by KENNETH MARLIN, as President of NUBAR CORPORATION, a Delaware corporation, and as President of S.O.C.I., Inc., a Florida corporation, who is (personally known to me) (or has produced) (type of identification) (as identification) and (did / did not) take an oath.



Notary Public, State of Florida

My commission expires:



Ann D. Bowen
MY COMMISSION # CC672446 EXPIRES
December 16, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

PLAN AND AGREEMENT OF MERGER

of

NUBAR CORPORATION

with and into

S.O.C.I., Inc.

under the name of

S.O.C.I., Inc., a Florida Corporation

This is a Plan and Agreement of Merger ("Agreement") between NUBAR CORPORATION, a Delaware corporation (the "Merging Corporation"), and S.O.C.I., Inc., a Florida corporation (the "Surviving Corporation").

**ARTICLE 1.
PLAN OF MERGER**

1.1 A plan of merger of the Merging Corporation, and the Surviving Corporation, pursuant to Section 252 of the Delaware Corporation Law, Section 607.1107 of the Florida Statutes, and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) The Merging Corporation shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be S.O.C.I., Inc., a Florida corporation.

(c) On the Effective Date (as hereinafter defined), the separate corporate existence of the Merging Corporation, shall cease, and the Surviving Corporation shall succeed, without other

transfer, to all the property, rights, privileges, powers and franchises, of the Merging Corporation, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with the assets of the Surviving Corporation.

(e) The shareholder of the Merging Corporation will surrender all of its shares in the manner hereinafter set forth.

(f) In exchange for the shares of the Merging Corporation, surrendered by its shareholder, the Surviving Corporation will issue and transfer shares of its common stock to that shareholder, on the same basis set forth in Article 4. below.

(g) The Articles of Incorporation of S.O.C.I., Inc., a Florida corporation, as existing on the Effective Date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

1.2 The effective date of the merger ("Effective Date") shall be the effective date of the filing of the Articles of Merger with the Department of State.

ARTICLE 2.
REPRESENTATIONS AND WARRANTIES
OF
CONSTITUENT CORPORATIONS

2.1 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, the Merging Corporation represents and warrants to the Surviving Corporation that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, with corporate power and authority to own property and carry on its business as it is now being conducted.

2.2 As a material inducement to the Merging Corporation to execute this Agreement and perform its obligations hereunder, the Surviving Corporation represents and warrants to the Merging Corporation that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

ARTICLE 3.
APPROVAL OF SHAREHOLDER, BOARD OF DIRECTORS
AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.1 All the shareholders and all members of the Board of Directors of the Merging Corporation and the Surviving Corporation each adopted the within Plan and Articles of Merger as of the date of execution, as shown on the final page hereof.

3.2 Pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact.

ARTICLE 4.
MANNER OF CONVERTING SHARES

Since all the issued and outstanding shares of the Merging Corporation (to wit: THREE HUNDRED [300] shares) are currently owned by one shareholder, to wit: KENNETH MARLIN, FIFTY (50) shares (representing all issued and outstanding shares of the surviving corporation) shall be issued by the Surviving Corporation to KENNETH MARLIN to reflect the ownership interest of the shareholder after the Effective Date. The certificate representing the shares of stock of the Merging Corporation shall be surrendered and cancelled on the Effective Date.

ARTICLE 5.
DIRECTORS AND OFFICERS

5.1. (a) The present Board of Directors of the Surviving Corporation, a Florida corporation, shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) All persons who as of the Effective Date of the merger shall be officers of the Surviving Corporation shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise.

ARTICLE 6.
BYLAWS

6.1 The bylaws of the Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended or repealed, as provided in the bylaws or as provided by law.

**ARTICLE 7.
INTERPRETATION AND ENFORCEMENT**

7.1 The Surviving Corporation agrees to take any actions that the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Article 1. of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

7.2 This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

7.3 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed as of JAN
28, 2000.

WITNESSES:

[Signature]
[Signature]

NUBAR CORPORATION

By: [Signature]
KENNETH MARLIN,
President

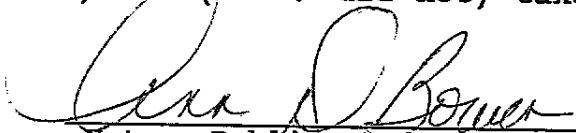
[Signature]
[Signature]

S.O.C.I., Inc.

By: [Signature]
KENNETH MARLIN,
President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

18 The foregoing instrument was acknowledged before me on this 18 day of January, 2000, by KENNETH MARLIN, as President of NUBAR CORPORATION and as President of S.O.C.I., Inc., who is (personally known to me) (or has produced) (type of identification) (as identification) and (did / did not) take an oath.



Notary Public, State of Florida

My commission expires:



Ann D. Bowen
MY COMMISSION # CC572446 EXPIRES
December 16, 2001
BONDED THRU TROY FAIR INSURANCE, INC