

550591



ACCOUNT NO. : 072100000032

REFERENCE : 532020 4332951

AUTHORIZATION : Patricia Pzyut

COST LIMIT : \$ 148.75

ORDER DATE : December 28, 1999

ORDER TIME : 10:52 AM

ORDER NO. : 532020-005

3000003083333--6

CUSTOMER NO: 4332951

CUSTOMER: Mr. David K. Hirshberg
Bricker & Eckler
100 South Third Street

Columbus, OH 43215

ARTICLES OF MERGER

CULLODEN OF OHIO, INC. &
REE, INC. &
BROOKVILLE ASSOCIATES, INC.

INTO

BROOKVILLE ASSOCIATES, INC.

EFFECTIVE DATE
12/31/99

FILED
99 DEC 29 PM 12:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
99 DEC 29 PM 12:14
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

merger

S. PAYNE DEC 30 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:

CULLODEN OF OHIO, INC., a nonqualified Ohio corp.,
REE, INC., a non qualified Ohio corp.,
CULLODEN ASSOCIATES OF FLORIDA, INC., a FI corp., 550591
,

INTO

BROOKVILLE ASSOCIATES, INC.. an Ohio corporation not qualified in Florida

File date: December 29, 1999, effective December 31, 1999

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 148.75

FILED

99 DEC 29 PM 12:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

EFFECTIVE DATE

12/31/99

BROOKVILLE ASSOCIATES, INC.
CULLODEN OF OHIO, INC.
REE, INC.

AND

CULLODEN ASSOCIATES OF FLORIDA, INC.

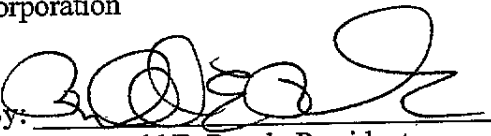
To the Department of State
State of Florida

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

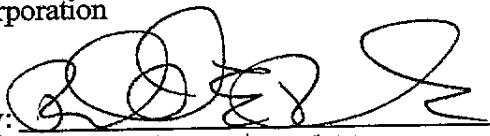
- FIRST: The name and jurisdiction of the Surviving Corporation is Brookville Associates, Inc., an Ohio corporation.
- SECOND: The name and jurisdictions of the Merging Corporations are: Culloden Associates of Florida, a Florida corporation; Culloden of Ohio, Inc., an Ohio Corporation; and REE, Inc., an Ohio corporation.
- THIRD: The Plan of Reorganization and Agreement of Merger (the "Plan of Merger") is attached hereto and incorporated herein.
- FOURTH: The Merger shall become effective on December 31, 1999.
- FIFTH: The Plan of Merger was adopted by the sole Shareholder of the Surviving Corporation on December 28, 1999.
- SIXTH: The Plan of Merger was adopted by the sole Shareholders of each of the Merger Corporations on December 28, 1999.

Executed on December 28th, 1999.

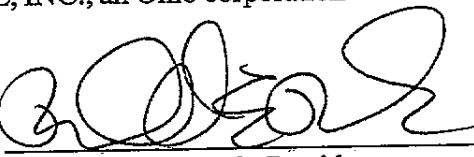
BROOKVILLE ASSOCIATES, INC., an Ohio corporation

By: 
Ronald E. Roark, President

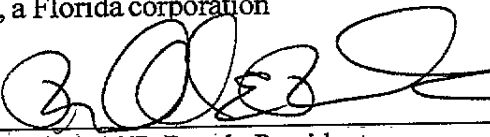
CULLODEN OF OHIO, INC., an Ohio corporation

By: 
Ronald E. Roark, President

REE, INC., an Ohio corporation

By: 
Ronald E. Roark, President

CULLODEN ASSOCIATES OF FLORIDA, INC., a Florida corporation

By: 
Ronald E. Roark, President

PLAN OF REORGANIZATION

AND

AGREEMENT OF MERGER

This Plan of Reorganization and Agreement of Merger (this "Agreement") is made effective as of December 28, 1999 by and between Brookville Associates, Inc., an Ohio corporation ("Brookville"); Culloden of Ohio, Inc., an Ohio corporation ("CullodenOH"); REE, Inc., an Ohio corporation ("REE"); and Culloden Associates of Florida, Inc., a Florida corporation ("CullodenFL").

RECITALS

The parties desire that CullodenOH, REE, and CullodenFL shall merge with and into Brookville as the surviving corporation pursuant to §1701.78 Ohio Revised Code and § 607.1101 of the Florida Business Corporation Act (the "Merger").

Brookville's authorized capital consists of 500 shares of common stock, no par value, of which 200 shares are issued and outstanding and owned by Ronald E. Roark ("R.E. Roark"). No change in the authorized capital or in the issued and outstanding shares or in the ownership thereof shall occur upon or as a result of the Merger.

CullodenOH's authorized capital consists of 500 shares of common stock, no par value, 500 shares of which are issued and outstanding and owned by R.E. Roark. All of the authorized shares, including all of the issued and outstanding shares, will be canceled and extinguished upon and as a result of the Merger.

REE's authorized capital consists of 750 shares of common stock, no par value, 300 shares of which are issued and outstanding and owned by R.E. Roark. All of the authorized shares, including all of the issued and outstanding shares, will be canceled and extinguished upon and as a result of the Merger.

CullodenFL's authorized capital consists of 1,500 shares of common stock, with a par value of \$5.00 per share, 100 shares of which are issued and outstanding and owned by CullodenOH. All of the authorized shares, including all of the issued and outstanding shares, will be canceled and extinguished upon and as a result of the Merger.

The parties enter into this Agreement to set forth the terms of the Merger and to comply with §1701.78 of the Ohio Revised Code and §607.1101 of the Florida Business Corporation Act.

AGREEMENT OF THE PARTIES

Now therefore, in consideration of these premises and the parties' mutual covenants, the parties agree as follows:

Article I. THE MERGER:

Section 1.01 The Merger. At the Effective Time, CullodenOH, CullodenFL, and REE shall merge with and into Brookville, and Brookville shall be the surviving corporation.

Section 1.02 Effect of the Merger. From and after the Effective Time:

(a) Brookville, as the surviving corporation:

- (i) shall continue to exist by virtue of and shall be governed by the laws of the State of Ohio and shall have all of the rights, privileges, immunities, and powers and shall be subject to all of the duties and liabilities granted or imposed by Chapter 1701 of the Ohio Revised Code;
 - (ii) shall possess all the public and private rights, privileges, immunities, powers, franchises, property (whether real, personal, or mixed), of Brookville, CullodenOH, CullodenFL, and REE;
 - (iii) shall be responsible and liable for all liabilities and obligations of Brookville, CullodenOH, CullodenFL, and REE;
 - (iv) shall continue to have authorized capital consisting of 500 shares of common stock, no par value, 200 shares of which are issued and outstanding and owned by R.E. Roark;
- (b) All debts due on any account, including all subscriptions to shares, chooses in action, and all other interests of, belonging to, or due to Brookville, CullodenOH, CullodenFL, or REE; shall be deemed to be transferred to and vested in Brookville by reason of the Merger, without further act or deed;
- (c) Any claim existing or action or proceeding pending by or against Brookville, CullodenOH, CullodenFL, or REE; may be prosecuted to judgment as if the Merger had not taken place, or Brookville may be substituted as a party in place of CullodenOH, CullodenFL, or REE;
- (d) Neither the rights of creditors nor any liens upon the property of Brookville, CullodenOH, CullodenFL, or REE; shall be impaired by the Merger, but any such liens shall be limited to the property to which they were attached prior to the Merger;

- (e) Title to any real estate or any interest in real estate vested in Brookville, CullodenOH, CullodenFL, or REE; shall not revert or be impaired in any way by reason of the Merger;
- (f) The Articles of Incorporation and Code of Regulations of Brookville in effect immediately prior to the Effective Time shall remain in effect until amended in accordance with their terms and applicable law;
- (g) The directors and officers of Brookville, as the surviving corporation, shall be the persons holding those offices with Brookville immediately prior to the Effective Time, until their respective successors have been duly elected and qualified (CullodenOH's, CullodenFL's, and REE's; existing directors and officers shall tender their resignations as of the Effective Time).

Section 1.03 Effective Time. The Effective Time of the Merger shall be December 31, 1999.

Article II. DISPOSITION OF SHARES:

Section 2.01 Treatment of Shares. At the Effective Time, each share of CullodenOH, CullodenFL, and REE; common stock issued and outstanding at that time shall be canceled and extinguished automatically and without any further action by any person. R.E. Roark shall surrender all stock certificates which previously represented his outstanding CullodenOH and REE Shares (or affidavits for lost shares) to Brookville or its designated agent, and shall own only those Brookville Shares he owned immediately prior to the Effective Time. CullodenOH shall surrender all stock certificates which previously represented its outstanding CullodenFL Shares (or affidavits for lost shares) to Brookville or its designated agent.

Section 2.02 Effect of Surrender. All distributions and exchanges made upon the surrender of stock certificates in accordance with this Agreement shall be deemed to have been made in full satisfaction of all rights pertaining to the shares represented by those certificates. Except as set forth in this Agreement, after the Effective Time there shall be no further registration or transfer of the CullodenOH, CullodenFL, or REE; Shares, and if certificates representing any such shares are presented to Brookville, CullodenOH, CullodenFL, or REE, or any designated agent, they shall be canceled as provided in this Article.

Article III. TERMINATION; AMENDMENT

The parties may amend or withdraw this Agreement prior to the Effective Time by a writing approved by their respective boards of directors.

Article IV. MISCELLANEOUS PROVISIONS

Section 4.01 Section Headings. Section headings contained in this Agreement are for convenience and are not intended to affect the substantive meaning of any provision.

Section 4.02 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all which shall constitute a single agreement.

Section 4.03 Severability. If any provision of this Agreement is found in binding arbitration or by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the attempt shall first be made to read that provision in such a way as to make it valid and enforceable in light of the parties' apparent intent as evidenced by this Agreement. If such a reading is impossible, the offending provision shall be deemed stricken from the Agreement, and every other provision shall remain in full force and effect.

Section 4.04 Governing Law. This Agreement shall generally be governed by and construed under the laws of the state of Ohio, except where applicable provisions of Florida law apply concerning the merger of CullodenFL.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date specified above.

BROOKVILLE ASSOCIATES, INC., an Ohio corporation By:  Ronald E. Roark, President	CULLODEN OF OHIO, INC., an Ohio corporation By:  Ronald E. Roark, President
REE, INC., an Ohio corporation By:  Ronald E. Roark, President	CULLODEN ASSOCIATES OF FLORIDA, INC., a Florida corporation By:  Ronald E. Roark, President