

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

A94000000666

*The Pereira Family Limited
Partnership*

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- Art of Inc. File _____
- LTD Partnership File _____
- Foreign Corp. File _____
- L.C. File _____
- Fictitious Name File _____
- Trade/Service Mark _____
- Merger File *Cent.* _____
- Art. of Amend. File _____
- RA Resignation _____
- Dissolution / Withdrawal _____
- Annual Report / Reinstatement _____
- Cert. Copy _____
- Photo Copy _____
- Certificate of Good Standing _____
- Certificate of Status _____
- Certificate of Fictitious Name _____
- Corp Record Search _____
- Officer Search _____
- Fictitious Search _____
- Fictitious Owner Search _____
- Vehicle Search _____
- Driving Record _____
- UCC 1 or 3 File _____
- UCC 11 Search _____
- UCC 11 Retrieval _____
- Courier _____

FILED
 99 DEC 30 PM 1:31
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

EFFECTIVE DATE
12/31/99

Signature _____

Requested by: _____

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

Signature
12/30

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE PEEIRA FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED
PARTNERSHIP

INTO

**THE PEREIRA FAMILY LIMITED PARTNERSHIP, A DELAWARE LIMITED
PARTNERSHIP, entity not qualified in Florida.**

File date: December 30, 1999, effective December 31, 1999

Corporate Specialist: Gretchen Harvey

ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Section(s) 607.1109, 608.4382 and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. The Pereira Family Limited Partnership 701 Bay Point Circle Palm City, FL 34990	Florida	Limited Partnership

Florida Document/Registration No.: A94000000666
FEI Number: 65-0491748

2. The Pereira Family Limited Partnership 241 Ridge Street, 4 th Floor Reno, NV 89501	Nevada	Limited Partnership
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Nevada Document/Registration No.:
FEI Number:

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
The Pereira Family Limited Partnership 241 Ridge Street, 4 th Floor Reno, NV 89501	Nevada	Limited Partnership

Nevada Document/Registration No.:
FEI Number:

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TALLAHASSEE, FLORIDA

99 DEC 30 AM 10:00
REGISTRATION

EFFECTIVE DATE
12/31/99

THIRD: The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103 and/or 620.201, Florida Statutes, and was approved by each domestic corporation and limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting partners and/or members of each limited partnership that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity hereby agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each member or person that as a result of the merger is now a general partner of the surviving entity pursuant to Section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Nevada Department
of State

or

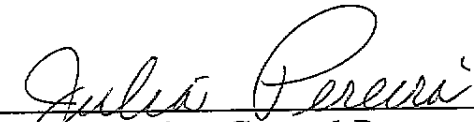
December 30, 1999

TENTH: The Articles of Merger comply and were executed in
accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: Signature(s) for each party

THE PEREIRA FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership


By:


Julia Pereira, General Partner

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28th day of
December, 1999, by JULIA PEREIRA, who is personally known to me and who
did not take an oath.


Notary Public

My Commission Expires:



Renee Watson
Commission # GG 815568
Expires Apr. 24, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

THE PEREIRA FAMILY LIMITED PARTNERSHIP,
a Nevada limited partnership

Pereira Corporation, General Partner

By: John F. Pereira
John F. Pereira, III, President

STATE OF R.I.

COUNTY OF Washington



The foregoing instrument was acknowledged before me this 29th day of December, 1999, by JOHN F. PEREIRA, III, as President of PEREIRA CORPORATION, a Nevada corporation, who is personally known to me or who produced Driver license as identification and who did/did not take an oath.

John A. Redden
Notary Public
My Commission Expires:

My Commission Expires June 11, 2001

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FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of this _____ day of December, 1999, by and between Pereira Family Limited Partnership, a Florida limited partnership (the "Disappearing Entity"); and Pereira Family Limited Partnership, a Nevada limited partnership (the "Surviving Entity").

RECITALS

- A. Disappearing Entity is a Florida limited partnership.
- B. Surviving Entity is a Nevada limited partnership.
- C. Subject to the terms and provisions of this Agreement, Disappearing Entity is to be merged with and into Surviving Entity and Surviving Entity being the surviving corporation.

AGREEMENT

NOW, THEREFORE, in accordance with the recitals set forth above and AS CONSIDERATION for the covenants and agreements set forth in this Agreement, as well as for other good and valuable consideration the receipt and sufficiency of which hereby is acknowledged, Disappearing Entity and Surviving Entity hereby agree as follows:

1. Constituents of the Merger. The constituent entities of the merger contemplated by this Agreement are Disappearing Entity and Surviving Entity (collectively "Constituent Entities"). The name, address, place of organization, governing law and kind of entity of Disappearing Entity are as follows:

Name:	Pereira Family Limited Partnership
Address:	701 Bay Point Circle Palm City, Florida 34990
Place of Organization	Florida
Governing Law	Florida
Kind of Entity	Limited Partnership

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The name, address, place of organization, governing law and kind of entity of Surviving Entity are as follows:

Name:	Pereira Family Limited Partnership
Address:	241 Ridge Street, 4th Floor Reno, Nevada 89501
Place of Organization	Nevada
Governing Law	Nevada
Kind of Entity	Limited Partnership

2. Merger. On the Effective Date (as defined in Section 3 of this Agreement) and pursuant to Chapter 92A of the Nevada Revised Statutes (specifically Nev. Rev. Stat. §92A.140), Disappearing Entity shall merge with and into Surviving Entity (the "Merger"), the separate legal existence of Disappearing Entity thereupon shall cease, and the separate legal existence of Surviving Entity thereupon shall continue. The identity, existence, name, purposes, rights, privileges, immunities, powers, franchises and authority of Surviving Entity shall continue unaffected and unimpaired by the Merger. Upon consummation of the Merger: (a) the identity, existence, purposes, rights, privileges, immunities, powers, franchises and authority of Disappearing Entity, and the title to and possession of all property, interests and assets of Disappearing Entity, shall vest in Surviving Entity; (b) Surviving Entity shall be subject to all of the debts and liabilities of Disappearing Entity as if Surviving Entity itself had incurred those debts; and (c) all rights of creditors and all liens upon the property of each of Surviving Entity and Disappearing Entity shall be preserved unimpaired. The general partner(s) of each of the Constituent Entities shall execute and submit Articles of Merger to the Nevada Secretary of State, after obtaining the written approval and consent of the partners of each of the Constituent Entities, and upon obtaining the approval of such partners, the general and limited partners of each of the Constituent Entities shall execute and file such other instruments and documents and to take such other actions as any other party may reasonably require to carry out, effectuate, and consummate the Merger. This covenant shall survive the Merger so that the general partner(s) of the Disappearing Entity may continue to act in such a limited capacity. The Merger is intended by each of the Constituent Entities to qualify under §708(b)(2)(A) of the Internal Revenue Code of 1986, as amended, and all provisions of this Agreement shall be interpreted consistent with such intent.

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3. Effective Date. The Merger shall be effective on December 31, 1999, or the earlier filing of the articles of merger with the Nevada Secretary of State as required by Nev. Rev. Stat. §92A.200 ("Effective Date").

4. Certificate of Limited Partnership and Limited Partnership Agreement. The certificate of limited partnership and the limited partnership agreement of Surviving Entity, as in effect on the Effective Date, shall be and remain (until amended or repealed as permitted by applicable law and such documents) the certificate of limited partnership and the limited partnership agreement of Surviving Entity as of the Effective Date.

5. General and Limited Partners. The general partner of Surviving Entity from and after the Effective Date (until changed in accordance with applicable law and the limited partnership agreement of Surviving Entity) shall be Pereira Corporation, a Nevada corporation.

6. Effect of Merger on the Partnership Interests and Conversion of Partnership Interests. On the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, each ownership percentage interest of Disappearing Entity that is issued and outstanding immediately before the Effective Date shall be exchanged for, and converted into an equivalent ownership percentage interest, respectively, in Surviving Entity, except that ownership interest of the general partner of the Disappearing Constituent Entity shall be canceled as part of the exchange, and the general partner of the Surviving Constituent Entity shall be issued and granted ownership percentage interest equal to such interest in the Surviving Constituent Entity that is canceled.

7. Filings and Approvals. Each of the Constituent Entities shall cooperate with the others in the preparation and filing, as soon as possible after the date of this Agreement, of all necessary applications, filings and other documents relating to the Merger, including Articles of Merger to be filed with the Nevada Secretary of State.

8. Conditions Precedent to Consummation of the Merger. The obligations of Disappearing Entity and Surviving Entity to consummate the Merger under this Agreement are subject to the following conditions precedent:

8.1 Necessary Actions. All actions necessary to authorize the execution, delivery and performance of this Agreement shall have been duly and validly taken by each of Disappearing Entity and Surviving Entity. In accordance with the

Nevada Revised Statutes, this Agreement shall have been approved unanimously by all of the general partners and the limited partners who hold a majority interest of each of the Constituent Entities.

8.2 Consents. All consents, approvals or agreements of any person or entity that are required to be obtained by either party hereto in connection with the Merger and related transactions shall have been obtained, without conditions or restrictions that the affected party hereto reasonably deems unduly burdensome.

8.3 Approval From Governmental Agencies. All governmental approvals and other actions required to effect the Merger including tax clearances from the State of Florida, if any, and related transactions shall have been obtained, without conditions or restrictions that the affected party hereto reasonably deems unduly burdensome.

8.4 Compliance. Each of the Constituent Entities shall have complied with all agreements to be complied with by each of them in connection with the Merger on or before the Effective Date.

9. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time before the Effective Date by: (a) the mutual consent of the partners of the Constituent Entities, or (b) either Disappearing Entity or Surviving Entity if any condition precedent to the obligations of that party set forth in Section 8 of this Agreement has not been satisfied and that party has notified the other party hereto of its intention to terminate this Agreement and such other party hereto has not within ten (10) days after its receipt of such notice caused the satisfaction of that condition precedent. In the event of termination of this Agreement as provided in this Section 9, neither Disappearing Entity nor any of its partners shall be liable to Surviving Entity or any of its partners, and neither Surviving Entity nor any of its partners shall be liable to Disappearing Entity or any of its partners.

10. Miscellaneous.

10.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended or supplemented at any time with respect to any of the terms contained herein only by an instrument executed by each of the parties hereto.

10.2 Assignment. Neither this Agreement nor any of the rights, interests or obligations of either party hereto arising hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

10.3 Further Assurances. Each party hereto shall execute and deliver such instruments and take such other actions as any other party hereto reasonably may require in order to carry out the intent of this Agreement. From time to time, as and when required by Surviving Entity or by its successors or assigns, such instruments shall be executed and delivered on behalf of Disappearing Entity, and all actions shall be taken or caused to be taken on behalf of Disappearing Entity, as shall be appropriate or necessary to vest, perfect or confirm, of record or otherwise, in Surviving Entity the purposes, rights, privileges, immunities, powers, franchises and authority of Disappearing Entity and the title to and possession of all property, interests and assets of Disappearing Entity, and otherwise to carry out the purposes of this Agreement. The general partner of Surviving Entity are fully authorized in the name and on behalf of Disappearing Entity or otherwise to execute and deliver all such instruments and taken all such actions.

10.4 Headings. The subject headings of the sections and subsections of this Agreement are included in this Agreement for the convenience of reference only and shall not affect the construction or interpretation of any of the terms or provisions of this Agreement.

10.5 Governing Law. This Agreement shall be deemed to be made and interpreted under the laws of the State of Nevada, and the rights and liabilities of the parties hereto shall be determined under those laws.

10.6 Successors in Interest. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

10.7 Counterpart Execution. This Agreement may be executed simultaneously in two or more counterparts, each of each shall be deemed an original, but all of which together shall constitute one and the same original.

10.8 No Waiver. The failure of any party hereto at any time to require performance by any other party hereto of any term or provision of this Agreement shall not affect the right of such party to require performance of that term or provision, and any waiver by any party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such term

or provision, a waiver of the term or provision itself or a waiver of any right under this Agreement.

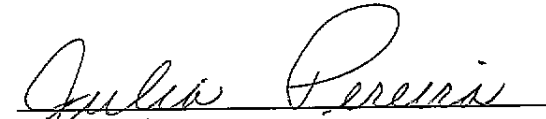
10.9 Interpretation. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and it supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement.

(See Attached Pages for Signatures.)

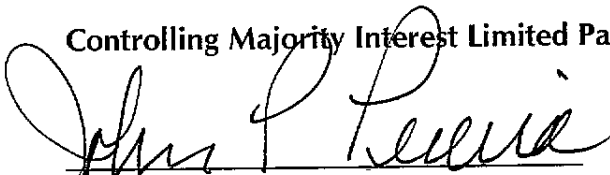
IN WITNESS WHEREOF, the undersigned have cause this Agreement and Plan of Merger to be executed by persons thereunto duly authorized on the date first set forth above.

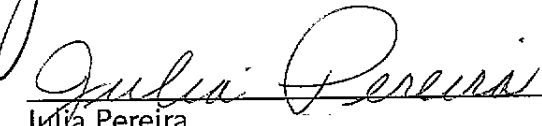
The "Disappearing Constituent Entity"
Pereira Family Limited Partnership

General Partner:


Julia Pereira

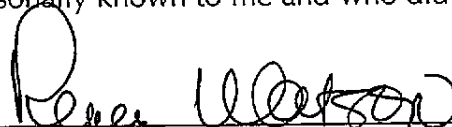
Controlling Majority Interest Limited Partners:


John P. Pereira


Julia Pereira

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28th day of December, 1999, by JOHN P. PEREIRA, who is personally known to me and who did not take an oath.


Notary Public
My Commission Expires:

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122899/1622



Renee Watson
Commission # CC 815568
Expires Apr. 24, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28th day of December, 1999, by JULIA PEREIRA, individually and as General Partner, who is personally known to me and who did not take an oath


Notary Public
My Commission Expires:



The "Surviving Constituent Entity"
Pereira Family Limited Partnership, a Nevada corporation

General Partner:

Pereira Corporation, a Nevada corporation

By: *John F. Pereira*
John F. Pereira, III, President

Controlling Majority Interest Limited Partners:

John P. Pereira
John P. Pereira

Julia Pereira
Julia Pereira

STATE OF R.I.

COUNTY OF Washington



The foregoing instrument was acknowledged before me this 29th day of December, 1999, by JOHN F. PEREIRA, III, as President of PEREIRA CORPORATION, a Nevada corporation, who is personally known to me or who produced Driver's License as identification and who did/did not take an oath.

John A. Kalden

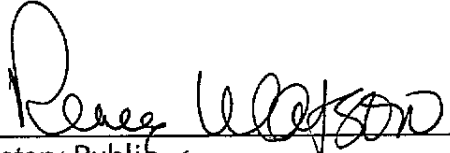
Notary Public

My Commission Expires:

My Commission Expires June 11, 2001

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28th day of December, 1999, by JOHN P. PEREIRA, who is personally known to me and who did not take an oath.

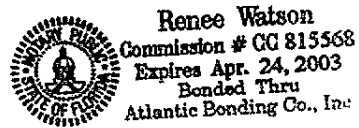

Notary Public
My Commission Expires:



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28th day of December, 1999, by JULIA PEREIRA, who is personally known to me and who did not take an oath.


Notary Public
My Commission Expires:



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA