

F92536



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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

Parkview Management Inc.

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AMENDMENTS	
<input type="checkbox"/>	Amendment
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<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
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DIVISION OF CORPORATIONS
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

PARKVIEW MANAGEMNT, INC. a Florida corporation, F92536

INTO

A.M.S. MARKETING, INC., a Delaware corporation not qualified in Florida.

File date: August 21, 1998

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER
OF
PARKVIEW MANAGEMENT, INC.
AND
A.M.S. MARKETING, INC.**

FILED
98 AUG 21 PM 2:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

FIRST: Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Parkview Management, Inc., a Florida corporation, with and into A.M.S. Marketing, Inc., a Delaware corporation.

SECOND: The shareholders entitles to vote on the aforesaid Agreement and Plan of Merger of Parkview Management, Inc. approved and adopted the Plan of Merger by unanimous written consent on July 31, 1998.

THIRD: The shareholders of A.M.S. entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by unanimous written consent on July 31, 1998 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

FOURTH: The merger of Parkview Management, Inc. with and into A.M.S. Marketing, Inc. is permitted by the laws of the jurisdiction of organization of A.M.S. Marketing, Inc. and has been authorized in compliance with said laws.

IN WITNESS WHEREOF, the undersigned have executed and signed this Certificate this
31st day of July, 1998.

PARKVIEW MANAGEMENT, INC.
(a Florida corporation)

By: Alfred M. Schiffin
Alfred M. Schiffin, President

A.M.S. MARKETING, INC.
(a Delaware corporation)

By: Alfred M. Schiffin
Alfred M. Schiffin, President

AMS\MISC\MERG-CERT.PM

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is made as of July 31, 1998, by and between Parkview Management, Inc., a Florida corporation ("Parkview") and A.M.S. Marketing, Inc., a Delaware corporation ("AMS"); (Parkview and AMS collectively, the "Constituent Corporations").

The authorized capital stock of Parkview consists of Six Thousand (6,000) shares of common stock, \$1.00 par value per share. The authorized capital stock of AMS, upon effectuation of the transactions set forth in this Merger Agreement, will consist of Twenty Million (20,000,000) shares of common stock, \$.001 par value per share.

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that Parkview merge with and into AMS upon the terms and conditions provided herein.

NOW THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Parkview shall merge with and into AMS on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

1.1 Merger. Parkview shall be merged with and into AMS ("Merger"), and AMS shall be the surviving corporation ("Surviving Corporation") effective at 9:00 a.m. July 31, 1998, or as soon as practicable thereafter ("Effective Date").

1.2 Succession. On the Effective date, AMS shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of Parkview except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected and all rights of creditors and all liens

upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not been consummated, except as they may be modified with the consent of such creditors, and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Common Stock of Parkview and AMS. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective stockholders, (i) each share of Common Stock of Parkview issued and outstanding immediately prior thereto shall be combined, changed and converted into 1,000 shares of AMS common stock, in each case fully paid and nonassessable, and (ii) each share of AMS common stock issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of Parkview common stock shall be deemed for all purposes to evidence ownership of and to represent the shares of AMS into which the shares of Parkview represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distribution upon the shares of AMS evidenced by such outstanding certificate as above provided.

1.6 Options. On the Effective Date, if any options or rights granted to purchase shares of Parkview common stock remain outstanding, then the Surviving Corporation will assume the outstanding and unexercised portions of such options and such options shall be changed and converted into options to purchase Common Stock of AMS, such that an option to purchase one (1) share of Parkview common stock shall be converted into an option to purchase 1,000 shares of AMS common stock. No other changes in the terms and conditions of such options will occur.

1.7 Purchase Rights. On the Effective Date, the Surviving Corporation will assume the outstanding obligations of Parkview to issue common stock or other capital stock pursuant to contractual purchase rights granted by Parkview, and the outstanding and unexercised portions of all outstanding contractual rights to purchase common stock or other capital stock of Parkview shall be changed and converted into contractual rights to purchase common stock or other capital stock, respectively, of AMS such that a contractual right to purchase one (1) share of common stock or other capital stock of Parkview shall be converted into a contractual right to purchase 1,000 shares of common stock or other capital stock, respectively, of AMS. No other changes in the terms and conditions of such contractual purchase rights will occur.

1.8 Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of Parkview under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date. On the Effective Date, the Surviving corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation of AMS in effect on the Effective date shall continue to be the Certificate of Incorporation of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law. The Bylaws of AMS in effect on the Effective Date shall continue to be the Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provision thereof and applicable law.

2.2 Directors. The directors of Parkview immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of Parkview immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, the surviving Corporation shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the Surviving Corporation shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of AMS and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of AMS or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the stockholder of Parkview, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the stockholders of Parkview, the principal terms may not be amended without the further approval of the stockholders of Parkview) as may be determined in the judgment of the respective Board of Directors of AMS and Parkview to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions of Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the stockholders of Parkview in accordance with applicable provisions of the Florida Business Corporation Act;

(b) the Merger shall have been approved by the stockholders of AMS in accordance with the General Corporation Law of the State of Delaware; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Parkview to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. Notwithstanding the approval of this Merger Agreement by the stockholders of Parkview or AMS, at any time before the Effective Date, (a) this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Parkview or AMS or both or (b) the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the board of Directors of Parkview and AMS, such action would be in the best interests of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Board of Directors or stockholders with respect thereto, except that Parkview shall pay all expenses incurred in connection with the Merger or in respect to this Merger Agreement or relating thereto.

3.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Parkview and AMS, hereby is executed on behalf of each such corporations and attested by their respective officers thereunto duly authorized.

PARKVIEW MANAGEMENT, INC.
a Florida corporation

By: Alfred M. Schiffin
Alfred M. Schiffin, President

ATTEST:

Alfred M. Schiffin
Alfred M. Schiffin, Secretary

A.M.S. MARKETING, INC.
A Delaware Corporation

By: Alfred M. Schiffin
Alfred M. Schiffin, President

ATTEST:

Alfred M. Schiffin
Alfred M. Schiffin, Secretary