

F 97403

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October 4, 2000

Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

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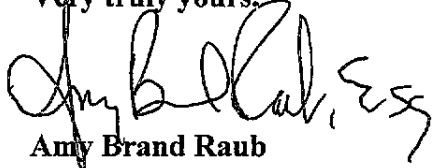
RE: Articles of Merger of
Florida Solar Distributors, Inc.,
Solar Advantages, Inc. and
Florida Solar Technologies, Inc.

Division of Corporations:

Enclosed herewith please find the original and one (1) copy of the Article of Merger of above-referenced corporations, together with our firm's check in the amount of \$125.00 to cover the filing fees.

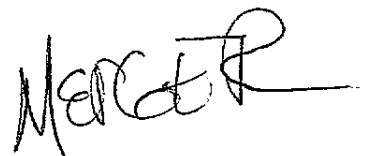
Please file the Articles of Merger and return a certified copy to the undersigned.

Very truly yours,


Amy Brand Raub

ABR:cvs
Enclosures

FILED
00 OCT - 6 AM 9: 31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


KRG
10-11

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SOLAR ADVANTAGE, INC., a Florida corporation, document number L85811

FLORIDA SOLAR TECHNOLOGIES, INC., a Florida corporation, document
number P97000037318

INTO

FLORIDA SOLAR DISTRIBUTORS, INC., a Florida entity, F97403.

File date: October 6, 2000

Corporate Specialist: Karen Gibson

ARTICLES OF MERGER
OF
FLORIDA SOLAR DISTRIBUTORS, INC.
(a Florida corporation)
AND
SOLAR ADVANTAGE, INC.
(a Florida corporation)
AND
FLORIDA SOLAR TECHNOLOGIES, INC.
(a Florida corporation)

FILED
00 OCT -6 AM 9:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Statutes (1999), the undersigned domestic corporations hereby adopt the following Articles of Merger for the purpose of merging them into one (1) corporation:

1. The names of the undersigned corporations and the states under the laws of which they are organized are as follows:

Name of Corporation

Florida Solar Distributors, Inc., a Florida corporation
Solar Advantage, Inc., a Florida corporation
Florida Solar Technologies, Inc., a Florida corporation

2. Solar Advantage Inc., a Florida corporation and Florida Solar Technologies, Inc., a Florida corporation, shall be merged with and into Florida Solar Distributors, Inc., a Florida corporation which shall be the surviving corporation.

3. All corporations are incorporated and governed under the laws of the State of Florida and Florida permits such merger. All corporations have complied with all applicable laws of the State of Florida.

4. The name of the surviving corporation is to be "Florida Solar Distributors, Inc.", and it is to be governed by the laws of the State of Florida.

5. The Plan and Agreement of Merger is attached hereto and incorporated herein by this reference.

6. The effective date of this merger shall be the date when the Articles of Merger are accepted for filing by the Secretary of State of Florida.

7. The Plan and Agreement of Merger was approved by the holders of a majority of each of the corporations' common stock, which is the only group of stock each of the corporations' shareholders are entitled to vote for the merger at a meeting held for this purpose on the 28th day of Sept, 2000.

8. As to each undersigned corporation, the number of shares of common stock outstanding (with no other classes of capital stock being outstanding) are as follows:

<u>Name (and State of Incorporation)</u> <u>of Corporation</u>	<u>Number of Shares</u> <u>Outstanding</u>
Florida Solar Distributors, Inc., a Florida corporation	100
Solar Advantage, Inc., a Florida corporation	200
Florida Solar Technologies, Inc., a Florida corporation	100

9. With respect to Solar Advantage, Inc. 200 shares were voted for and 0 shares were voted against the Plan and Agreement of Merger. With respect to Florida Solar Technologies, Inc., 100 shares were voted for and 0 shares were voted against the Plan and Agreement of Merger. With respect to Florida Solar Distributors, Inc., 100 shares were voted for the Plan and Agreement of Merger and 0 shares were voted against the Plan and Agreement of Merger.

I HEREBY CERTIFY that these Articles of Merger have been authorized by resolution duly adopted by the Board of Directors and Shareholders of the undersigned domestic corporations as of this 28th day of Sept 2000.

FLORIDA SOLAR DISTRIBUTORS, INC.,
a Florida Corporation

By: Arthur E. West
ARTHUR E. WEST, President

SOLAR ADVANTAGE, INC.,
a Florida corporation

By: Arthur E. West
ARTHUR E. WEST, President

FLORIDA SOLAR TECHNOLOGIES, INC.,
a Florida corporation

By: Arthur E. West
ARTHUR E. WEST, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 28th day of September 2000,
by **ARTHUR E. "SKIP" WEST**, as **President of Florida Solar Distributors, Inc.**, a Florida
corporation, as **President of Solar Advantage, Inc.**, a Florida corporation, and as **President of**
Florida Solar Technologies, Inc., who has produced a driver's license as identification and who
did not take an oath.

Carolyn Van Sandt

Carolyn Van Sandt

(print name)

Notary Public/State of Florida
My Commission Expires:

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Carolyn Van Sandt
MY COMMISSION # CC614946 EXPIRES:
February 28, 2001
BONDED THRU TROY FAIN INSURANCE, INC

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is made and entered into this 28th day of September, 2000, by and between FLORIDA SOLAR DISTRIBUTORS, INC., a Florida corporation ("FSD"), FLORIDA SOLAR TECHNOLOGIES, INC., a Florida corporation ("FST"), and SOLAR ADVANTAGE, INC., a Florida corporation ("SA"), all corporations being sometimes hereinafter referred to as the "constituent corporations".

WHEREAS, the Board of Directors of the constituent corporations each deems it advisable that FST, FSD and SA be merged (the "Merger") on the terms and conditions hereafter set forth, in accordance with the applicable provisions of the statutes of the State of Florida which permit such merger.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, SA, FST and FSD, by their respective Boards of Directors, have agreed and do hereby agree, each with the other, as follows:

ARTICLE I PLAN OF REORGANIZATION

1.01 Plan Adopted. A plan of reorganization of SA, FST and FSD, made pursuant to the provisions of the Business Corporation Act of the State of Florida is adopted as follows:

- a. SA and FST shall be merged with and into FSD, to exist and be governed by the laws of the State of Florida.
- b. The name of the surviving corporation shall be FSD.
- c. When this Agreement shall become effective, the separate existences of SA and FST shall cease, and the surviving corporation shall succeed without other transfer to all the rights and properties of SA and FST and shall be subject to all the debts and liabilities of such corporations in the same manner as if the surviving corporation had itself incurred them. All rights of creditors and all liens upon the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to their merger.
- d. The surviving corporation will carry on business with the assets of SA and FST, as well as with the assets of FSD.
- e. The shareholders of SA and FST will surrender all of their shares in the manner hereinafter set forth.

- e. The shareholders of SA and FST will surrender all of their shares in the manner hereinafter set forth.
- f. In exchange for the shares of SA and FST surrendered by their shareholders, FSD will pay to such shareholders \$100.00 for all shares of stock outstanding in SA and \$100.00 for all shares of stock outstanding in FST.
- g. The surviving corporation shall possess and retain every interest in all assets and property of every description, wherever located of each of the constituent corporations. The rights, privileges, immunities, powers, franchises and authority, of a public, as well as a private nature of each of the constituent corporations shall be vested in the surviving corporation without further act or deed. The title to any interest in any real estate vested in either the constituent corporations, shall not revert or in any way be impaired by reason of the merger. All obligations belonging to or due to each of the constituent corporations, shall be vested in the surviving corporation without further act or deed. The surviving corporation shall be liable for all of the obligations of each of the constituent corporations existing as of the Effective Date.

1.02 Effective Date. The Merger shall become effective on the day that the Articles of Merger have been accepted for filing by the Secretary of State (the "Effective Date").

ARTICLE II REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01 Representations of SA. As a material inducement to FSD to execute this Agreement and perform its obligations hereunder, SA represents and warrants to FSD as follows:

- a. SA 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.
- b. All corporate actions required or necessary to consummate the Merger have been taken.

2.02 Representations of FST. As a material inducement to FSD to execute this Agreement and perform its obligations hereunder, FST represents and warrants to FSD as follows:

- a. FST 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.
- b. All corporate actions required or necessary to consummate the Merger have been taken.

2.03 Representations of FSD. As a material inducement to FST and SA to execute this Agreement and perform its obligations hereunder, FSD represents and warrants to FST and SA as follows:

- a. FSD 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.
- b. All corporate actions required or necessary to consummate the Merger have been taken.

ARTICLE III MANNER AND BASIS OF PURCHASING SHARES

3.01 Shareholder Approval. Prior to the Effective Date, FST, SA and FSD shall each obtain written approval to the Merger from their respective shareholders.

3.02 Manner. On the Effective Date, the holders of shares of FST and SA shall surrender their shares to the Secretary of FSD promptly after this Agreement shall become effective, in exchange for (i) a cash payment equal to \$100.00 for all outstanding shares of common stock of SA, and (ii) a cash payment equal to \$100.00 for all outstanding shares of common stock of FST.

ARTICLE IV CORPORATE MATTERS OF THE SURVIVING CORPORATION

4.01 Articles. The Articles of Incorporation of FSD, 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 therein or as provided by law.

4.02 Bylaws. The Bylaws of FSD, 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 therein or as provided by law.

4.03 Directors and Officers of FSD.

- a. The present Board of Directors of FSD shall continue to serve as the Board of Directors of the surviving corporation until the next annual meeting or until such time as their successors have been elected and qualified.
- b. If a vacancy shall exist on the Board of Directors of the surviving corporation on the Effective Date of the Merger, such vacancy may be filled by the Board of Directors as provided in the Bylaws of the surviving corporation.
- c. All persons who, at the Effective Date of the Merger shall be executive or administrative officers of FSD, shall remain as officers of the surviving corporation until the Board of Directors of the surviving corporation may elect to appoint such additional officers as it may determine.

ARTICLE V
INTERPRETATION AND ENFORCEMENT

5.01 Further Assurances. SA and FST hereby agree that from time to time, as and when requested by FSD or by its successors or assigns, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken, such further or other actions as the surviving corporation may deem necessary or desirable in order to vest or perfect in, or conform of record or otherwise to, the surviving corporation title to and possession of all the property, rights, privileges, powers and franchises of SA and FST, and otherwise to carry out the intent and purposes of this Agreement.

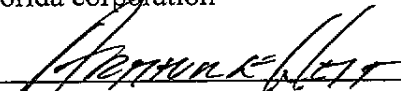
5.02 Entire Agreement; Counterparts. This instrument contains the entire agreement between the parties with respect to the transaction contemplated hereby. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute one and the same instrument.

5.03 Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida.

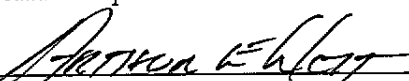
PLEASE SEE SIGNATURE PAGE ATTACHED HERETO

EXECUTED on the date first above written.

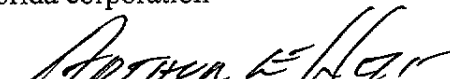
FLORIDA SOLAR DISTRIBUTORS, INC.,
a Florida corporation

By: 
ARTHUR E. WEST, President

SOLAR ADVANTAGE, INC.,
a Florida corporation

By: 
ARTHUR E. WEST, President

FLORIDA SOLAR TECHNOLOGIES, INC.,
a Florida corporation

By: 
ARTHUR E. WEST, President