

H93842

LAW OFFICE
LOUIS J. DEREUIL, P.A.
2600 N.E. 14TH STREET CAUSEWAY
POMPAHO BEACH, FLORIDA 33062

LOUIS J. DEREUIL

TEL. (954) 786-0366
FAX (954) 942-1006

January 4, 1999

FILED
99 JAN -5 AM 10:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: Park Structures Sales, Inc.
Park Structures, Inc.
Articles of Merger

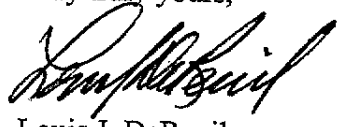
Dear Sirs:

200002730412--8
-01/05/99-01056-002
*****78.75 *****78.75

We enclose for filing Articles of Merger of Park Structures Sales, Inc., into Park Structures, Inc.; a copy of the Articles for certification; and, our check in the amount of \$78.75 to cover the filing costs and certification fee:

Park Structures Sales, Inc.	\$35.00	Filing Cost
Park Structures, Inc.	35.00	Filing Cost
Certification	8.75	
	<u>\$78.75</u>	

Please return a certified copy of the Articles of Merger.

Very truly yours,

Louis J. DeReuil

LJD:kek

Enclosures as noted.

Merger
1-12-99
CC

ARTICLES OF MERGER
Merger Sheet

MERGING:

PARK STRUCTURES SALES, INC., a Florida corporation, P95000006842

INTO

PARK STRUCTURES INC., a Florida corporation, H93842

File date: January 5, 1999

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
PARK STRUCTURES SALES, INC
INTO
PARK STRUCTURES, INC

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, Park Structures, Inc., a Florida corporation, and Park Structures Sales, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging Park Structures Sales, Inc. into Park Structures, Inc.:

Agreement and Plan of Merger

1. The Agreement and Plan of Merger (the "Plan") setting forth the terms and conditions of the merger of Park Structures Sales, Inc. into Park Structures, Inc. is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. The Plan was approved unanimously by the board of directors and shareholders of Park Structure Sales, Inc. at a Special Joint Meeting of the Board of Directors and Shareholders held on December 16, 1998

3. The Plan was approved unanimously by the board of directors and shareholders of Park Structures, Inc. at a Special Joint Meeting of the Board of Directors and Shareholders held on December 16, 1998

Effective Date

4. The Plan shall be effective on the filing of these Articles with the Department of State whereupon the separate corporate existence of Park Structures Sales, Inc. shall cease (except insofar as continued by statute); and, the two (2) corporations shall become and thenceforth be a single corporation, to-wit: Park Structures, Inc., a Florida corporation.

Service of Process

5. That the surviving corporation, Park Structures, Inc., may be served with process in the State of Florida in any proceeding for enforcement of any obligations of the merging corporation, Park Structures Sales, Inc., as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the rights of stockholder.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 16, 1998.

ATTEST:

Kay Bayman
Kay Bayman
Secretary

Park Structures, Inc.

By: Alan Bayman
Alan Bayman
President

Park Structures, Inc.

By: Kay Bayman
Kay Bayman
Secretary

ATTEST:

Kay Bayman
Kay Bayman
Secretary

Park Structures Sales, Inc.

By: Alan Bayman
Alan Bayman
President

Park Structures Sales, Inc.

By: Kay Bayman
Kay Bayman
Secretary

AGREEMENT AND PLAN OF MERGER

OF

PARK STRUCTURES SALES, INC. WITH AND INTO PARK STRUCTURES, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 16, 1998, by and between **PARK STRUCTURES SALES, INC.** ("SALES"), a Florida corporation (SALES being hereinafter sometimes referred to as the "Merging Corporation") and **PARK STRUCTURES, INC.** ("STRUCTURES"), a Florida corporation (STRUCTURES being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations;"

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that SALES be merged with and into STRUCTURES, with STRUCTURES being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 SALES shall be merged with and into STRUCTURES in accordance with the laws of the State of Florida. The separate corporate existence of SALES shall thereby cease, and STRUCTURES shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "PARK STRUCTURES, INC."

1.3 On the Effective Date (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Date the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Date, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective on December 16, 1998. The time and date of such effectiveness is referred to in this Agreement as the "Effective Date."

2.2 Prior to the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

ARTICLES AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of STRUCTURES, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of STRUCTURES, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of STRUCTURES immediately prior to the Effective Date shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued and outstanding five hundred (500) shares of \$1.00 par value common stock, held as follows:

<u>Certificate No.</u>	<u>Shareholders</u>	<u>Number of Shares</u>
2	Alan Bayman	250
3	Kay Bayman	250

4.2 The Merging Corporation presently has issued and outstanding five hundred (500) shares of \$1.00 par value common stock, held as follows:

<u>Certificate No.</u>	<u>Shareholders</u>	<u>Number of Shares</u>
1	Alan Bayman	250
2	Kay Bayman	250

4.3 At the Effective Date, each issued and outstanding share of SALES held by the two shareholders of SALES shall, by virtue of the merger, cease to exist and be canceled and no cash or securities or other property shall be issued or paid in respect thereof.

4.4 Each certificate evidencing ownership of shares of STRUCTURES which is issued and outstanding on the Effective Date shall continue to evidence ownership of the same number of shares of STRUCTURES.

ARTICLE V

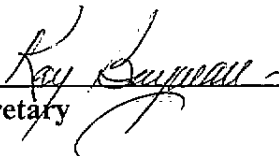
MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give


rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

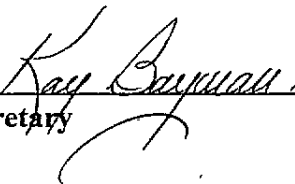
ATTEST:


Secretary


PARK STRUCTURES, INC.

By: 
Alan Bayman
President

ATTEST:


Secretary

PARK STRUCTURES SALES, INC.

By: 
Alan Bayman
President