

CAPITAL CONNECTION, INC.

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(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

H93954

Blanco Investments, Inc.

900002386779--0

Art of Inc. File -12/31/97--01011--022
LTD Partnership File ****210.00 ****122.50
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Trade/Service Mark _____
☒ Merger File Cert.
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 12/31
Driving Record _____
UCC 1 or 3 File _____
UCC 11 Search _____
UCC 11 Retrieval _____
Courier _____

FILED
97 DEC 31 PM 4:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
JAN 1 1998

Signature _____

Requested by: CD

Name _____ Date 12-31-97 Time 10:00

Walk-In _____ Will Pick Up _____

[Handwritten signature]
CC

ARTICLES OF MERGER
Merger Sheet

MERGING:

MEAD USA, INC., a Florida corporation, V01920

INTO

BLANCO INVESTMENTS, INC., a Florida corporation, H93954

File date: December 31, 1997, effective January 1, 1998

Corporate Specialist: Joy Moon-French

ARTICLES OF MERGER OF MEAD USA, INC. INTO
BLANCO INVESTMENTS, INC.

FILED

97 DEC 31 PM 4: 27

The undersigned MEAD USA, INC., a Florida corporation and BLANCO INVESTMENTS, INC., a Florida corporation, by and through their duly authorized officers, hereby certify as follows: SECRETARY OF STATE
TALLAHASSEE FLORIDA

1. MEAD USA, INC., and BLANCO INVESTMENTS, INC., agreed to the merger of the corporations pursuant to an Agreement and Plan of Merger dated December 30, 1997, which was duly executed by both corporations. Under said Agreement and Plan of Merger, BLANCO INVESTMENTS, INC., shall be the surviving corporation;

EFFECTIVE DATE
JAN 1 1998

2. The Agreement and Plan of Merger dated December 30, 1997, was approved and authorized by the corporations pursuant to the following actions:

A. Joint Written Consent of the Stockholders and Directors of BLANCO INVESTMENTS, INC., dated December 30, 1997.

B. Joint Written Consent of the Stockholders and Directors of MEAD USA, INC., dated December 30, 1997;

3. A true and correct copy of the Agreement and Plan of Merger adopted by BLANCO INVESTMENTS, INC., and MEAD USA, INC., is attached hereto and made a part hereof.

IN WITNESS WHEREOF, these Articles of Merger are submitted by MEAD USA, INC., and BLANCO INVESTMENTS, INC., as the surviving corporation, this 30 of December, 1997.

MEAD USA, INC.

By


Francisco E. Blanco, President


BLANCO INVESTMENTS, INC.

By

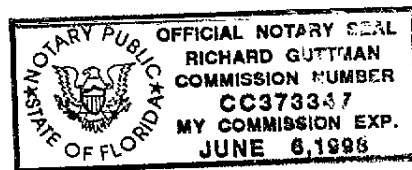

Francisco E. Blanco, President

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 30 day of
December, 1997, by Francisco E. Blanco, as President of MEAD USA, INC., a Florida
corporation, and as President of BLANCO INVESTMENTS, INC., a Florida corporation, on
behalf of the corporations. He is personally known to me or has produced N/A
as identification.


Notary Public

My Commission Expires:



AGREEMENT AND PLAN OF MERGER OF
BLANCO INVESTMENTS, INC., a Florida corporation ("BLANCO"),
sometimes hereinafter referred to as the "Surviving Corporation"
AND MEAD USA, INC., a Florida corporation ("MEAD")

I. Merger.

1.1 MEAD shall be, as of the Effective Date (as defined in Section 1.3 hereof), merged into BLANCO, the Surviving Corporation, which Surviving Corporation shall continue its corporate existence and remain a Florida corporation governed by and subject to the laws of this State.

1.2 The requisite documents shall be filed with the Department of State of Florida in order to consummate the merger in accordance with the laws of the State of Florida.

1.3 The merger shall be effective as of January 1, 1998. The date upon which the merger is effective as defined by this section 1.3 is referred to in this plan as the "Effective Date".

II. Name and Continued Corporate Existence of Surviving Corporation.

2.1 The identity, existence, purposes, powers, objects, franchises, and immunities of BLANCO as the Surviving Corporation shall continue unaffected and unimpaired by the merger, and the corporate name, identity, existence, purposes, powers, objects, franchises, rights and immunities of MEAD shall be wholly merged into BLANCO, which shall be fully vested therewith. On the Effective Date, the separate existence of MEAD, except as insofar as continued by statute, shall cease.

III. Bylaws of the Surviving Corporation.

3.1 On or after the Effective Date, the Bylaws of the Surviving Corporation on the Effective Date shall remain and be the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed or until new Bylaws shall be adopted in accordance with the provisions of law, the Bylaws, or the certificate of incorporation of the Surviving Corporation.

IV. Directors and Officers of the Surviving Corporation.

4.1 The number of Directors of the Surviving Corporation shall be fixed by the Bylaws and may be altered from time to time as provided in the Bylaws or certificate of incorporation of the Surviving Corporation and the directors of the Surviving Corporation in office prior to the Effective Date shall be the directors of the Surviving Corporation and shall hold office until their successors shall have been duly elected and shall have qualified, or as otherwise provided in the Certificate of Incorporation of the Surviving Corporation or its Bylaws.

4.2 The officers of the Surviving Corporation in office immediately prior to the Effective Date shall be the officers of the Surviving Corporation and shall hold office until their successors shall have been elected or appointed and shall have qualified or as otherwise provided in the Bylaws of the Surviving Corporation.

V. Capital Stock of the Surviving Corporation.

5.1 The manner and basis of causing the shares of MEAD to constitute or be converted into shares of the Surviving Corporation shall be as follows: The 650 shares of common stock of MEAD, with \$1.00 par value, constituting all of the issued shares of MEAD shall be surrendered by its stockholders, Francisco E. Blanco and Maria K. Blanco (325 shares being held by each), to the Surviving Corporation for cancellation as of the Effective Date and concurrently therewith, 325 shares of common stock of the Surviving Corporation, with \$1.00 par value, shall be issued to each of Francisco E. Blanco and Maria K. Blanco.

VI. Assets and Liabilities.

6.1 On the Effective Date, all property, real, personal and mixed, and all debts due to BLANCO or MEAD on whatever account (except any debts owing by any of them to the other, which debts shall be canceled and discharged in full by the merger), and all and every other interest of or belonging to BLANCO or MEAD shall be taken by and deemed to be transferred to and vested into BLANCO without further act or deed; and all property and every other interest shall be thereafter as effectually the property of BLANCO as it was of MEAD, and the title to any real estate or any interest therein, whether vested by deed or otherwise in BLANCO or MEAD, shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either BLANCO or MEAD shall be preserved, unimpaired and any debts, liabilities, obligations and duties of the respective corporations shall thenceforth attach to BLANCO and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it, unless there is an agreement to the contrary with the creditors. Any action or proceeding pending by or against BLANCO or MEAD may be prosecuted to judgment as if the merger had not taken place, or BLANCO may be substituted in place of MEAD. Officers and shareholders of BLANCO or MEAD shall from time to time, as and when requested by BLANCO or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and shall take or cause to be taken all such further or other action, as BLANCO as the surviving corporation may deem necessary or desirable in order to vest in and confirm to BLANCO as the surviving corporation, or its successors

and assigns, title to and possession of all of the aforesaid property and rights and otherwise carry out the intent and purpose of this Agreement.

6.2 This transaction is intended to qualify as a reorganization as defined in Section 368(a)(1)A of the Internal Revenue Code. Accordingly, on and after the Effective Date, the books and records of BLANCO shall be maintained in such a manner as to appropriately reflect a consummation of the aforesaid reorganization and all reports required to be filed with the Internal Revenue Service on or after the Effective Date shall appropriately reflect the reorganization.

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed by the respective officers on the 26th day of August 1996, but to be effective as of the Effective Date.

BLANCO INVESTMENTS, INC.,
a Florida corporation

By: 
Francisco E. Blanco, President

MEAD USA, INC.,
a Florida corporation

By: 
Francisco E. Blanco, President