K36969

FILED
00 JUL 19 AM 11:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CSC THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 768574 87972A

AUTHORIZATION :

COST LIMIT : $ 78.75

ORDER DATE : July 19, 2000

ORDER TIME : 9:31 AM

ORDER NO. : 768574-005

CUSTOMER NO: 87972A

800003327828--6

CUSTOMER: Marilyn Olmsted, Legal Asst
Navon Kopelman & Odonnell,
Suite B 100
2699 Stirling Road
Ft. Lauderdale, FL 33312

ARTICLES OF MERGER

D'AMORE PURCHASING, INC.

INTO

D'AMORE ENTERPRISES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Kelly Courtney

EXAMINER'S INITIALS:

RECEIVED
00 JUL 19 AM 10:43
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

07-19-00

ARTICLES OF MERGER
Merger Sheet

MERGING:

D'AMORE PURCHASING, INC., a Florida corporation, K36969

INTO

D'AMORE ENTERPRISES, INC.. a Colorado corporation not qualified in Florida

File date: July 19, 2000

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032 Account charged: 78.75

ARTICLES OF MERGER MERGING D'AMORE PURCHASING, INC., A FLORIDA CORPORATION INTO D'AMORE ENTERPRISES, INC., A COLORADO CORPORATION

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned D'Amore Enterprises, Inc., a Colorado corporation ("Surviving Corporation") hereby executes these Articles of Merger pursuant to Florida law, including Section 607.1105, Florida Statutes, and states as follows:

1. The Agreement and Plan of Merger ("Plan of Merger") annexed hereto as Exhibit "A" merging D'Amore Purchasing, Inc., a Florida corporation ("Merging Corporation") into Surviving Corporation was adopted and approved by unanimous written consent of all the members of the Board of Directors and all the shareholders of Surviving Corporation as of June 15, 2000 and all the Board of Directors and all the shareholders of Merging Corporation as of June 15, 2000, in accordance with the laws of the State of Florida, including Sections 607.1101 and 607.1103, Florida Statutes.

2. The merger contemplated by the Plan of Merger shall be effective on June 30, 2000.

Dated: June 15, 2000.

D'AMORE ENTERPRISES, INC.,
a Colorado corporation

By: _____
Frank D'Amore, its President

D'AMORE PURCHASING, INC.,
a Florida corporation

By: _____
Frank D'Amore, its President

AGREEMENT AND PLAN OF MERGER
Between
D'AMORE ENTERPRISES, INC.,
a Colorado corporation
(The Surviving Corporation)
and
D'AMORE PURCHASING, INC.,
a Florida corporation
(The Nonsurviving Corporation)

AGREEMENT AND PLAN OF MERGER entered into as of June 1, 2000, by and between D'AMORE ENTERPRISES, INC., a Colorado corporation ("Colorado D'Amore" or the "Surviving Corporation"), and D'AMORE PURCHASING, INC., a Florida corporation ("Florida D'Amore" or "Nonsurviving Corporation"), which two corporations are sometimes called in this Agreement and Plan of Merger the "Constituent Corporations".

Colorado D'Amore is validly organized, existing and in good standing under the laws of the State of Colorado. Florida D'Amore is validly organized, existing and in good standing under the laws of the State of Florida.

Colorado D'Amore has 50,000 shares of capital stock authorized, all of one class, fifty shares of which are issued and outstanding. The number of those outstanding shares is not subject to change before the effective date of the statutory merger provided for in this Agreement and Plan of Merger. Each share of the capital stock has one vote.

Florida D'Amore has 7,500 shares of capital stock authorized all of one class, with a par value of $1.00 each. Fifty shares are issued and outstanding. The number of those outstanding shares is not subject to change before the effective date of the statutory merger provided for in this Agreement. The shares have one vote each.

The board of directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that Florida D'Amore merge with and into Colorado D'Amore in accordance with the provisions of the applicable statutes of both the State of Colorado and the State of Florida.

NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge into a single corporation, which shall be Colorado D'Amore one of the Constituent Corporations, pursuant to the laws of both the State of Colorado and the State of Florida, and agree upon and prescribe the terms and conditions of the statutory merger, the mode

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Between
D'AMORE ENTERPRISES, INC.,
a Colorado corporation
(The Surviving Corporation)
and
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Colorado D'Amore is validly organized, existing and in good standing under the laws of the State of Colorado. Florida D'Amore is validly organized, existing and in good standing under the laws of the State of Florida.

Colorado D'Amore has 50,000 shares of capital stock authorized, all of one class, fifty shares of which are issued and outstanding. The number of those outstanding shares is not subject to change before the effective date of the statutory merger provided for in this Agreement and Plan of Merger. Each share of the capital stock has one vote.

Florida D'Amore has 7,500 shares of capital stock authorized all of one class, with a par value of $1.00 each. Fifty shares are issued and outstanding. The number of those outstanding shares is not subject to change before the effective date of the statutory merger provided for in this Agreement. The shares have one vote each.

The board of directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that Florida D'Amore merge with and into Colorado D'Amore in accordance with the provisions of the applicable statutes of both the State of Colorado and the State of Florida.

NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge into a single corporation, which shall be Colorado D'Amore one of the Constituent Corporations, pursuant to the laws of both the State of Colorado and the State of Florida, and agree upon and prescribe the terms and conditions of the statutory merger, the mode

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Colorado D'Amore is validly organized, existing and in good standing under the laws of the State of Colorado. Florida D'Amore is validly organized, existing and in good standing under the laws of the State of Florida.

Colorado D'Amore has 50,000 shares of capital stock authorized, all of one class, fifty shares of which are issued and outstanding. The number of those outstanding shares is not subject to change before the effective date of the statutory merger provided for in this Agreement and Plan of Merger. Each share of the capital stock has one vote.

Florida D'Amore has 7,500 shares of capital stock authorized all of one class, with a par value of $1.00 each. Fifty shares are issued and outstanding. The number of those outstanding shares is not subject to change before the effective date of the statutory merger provided for in this Agreement. The shares have one vote each.

The board of directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that Florida D'Amore merge with and into Colorado D'Amore in accordance with the provisions of the applicable statutes of both the State of Colorado and the State of Florida.

NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge into a single corporation, which shall be Colorado D'Amore one of the Constituent Corporations, pursuant to the laws of both the State of Colorado and the State of Florida, and agree upon and prescribe the terms and conditions of the statutory merger, the mode

of carrying it into effect, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation, as follows:

FIRST: Prior to the effective date of the statutory merger (the "Merger"), no change shall be made in the number of outstanding shares of any class of either of the Constituent Corporations.

SECOND: On the effective date of the Merger, Florida D'Amore shall be merged with and into Colorado D'Amore and the separate existence of Florida D'Amore shall cease; the Constituent Corporations shall become a single corporation named "D'Amore Purchasing, Inc." which shall be the Surviving Corporation.

THIRD: On the effective date of the Merger, Article FIRST of Colorado D'Amore's Articles of Incorporation shall be amended to be and read, in its entirety, as follows:

> "**FIRST:** The name of the corporation is D'Amore Purchasing, Inc."

FOURTH: The Bylaws of Colorado D'Amore in effect immediately prior to the effective date of the Merger shall continue to be the Bylaws of the Surviving Corporation until altered or repealed in the manner provided by those Bylaws, the Articles of Incorporation, and the Colorado Business Corporation Act.

FIFTH: The persons who shall be directors of the Surviving Corporation and their addresses, are set out below. Those persons shall hold office from the effective date of the Merger until the next annual meeting of the Surviving Corporation and until their successors are chosen and qualify:

Frank D'Amore	9500 West 49th Avenue, Suite 104 Wheat Ridge, Colorado 80033
Marilyn D'Amore	9500 West 49th Avenue, Suite 104 Wheat Ridge, Colorado 80033

SIXTH: Immediately after the effective date of the Merger the officers of the Surviving Corporation who shall hold office from that date until their successors have been chosen, elected, or appointed, according to law and the Certificate of Incorporation and Bylaws of the Surviving Corporation, and their post-office addresses, shall be as follows:

NAME	OFFICE	ADDRESS
Frank D'Amore	President	9500 W. 49th Ave. # 104 Wheat Ridge, CO 80033
Marilyn D'Amore	Secretary/Treasurer	9500 W. 49th Ave. #104 Wheat Ridge, CO 80033

SEVENTH: The manner and basis for converting the shares of stock of each of the Constituent Corporations into shares of stock of the Surviving Corporation and the exchange of certificates therefor shall be as follows:

A. The 50 shares of stock of Colorado D'Amore now issued and outstanding, all of which are owned and held by Florida D'Amore, and all rights in respect to those shares shall cease to exist, and the certificate or certificates for those shares shall be cancelled, no shares of stock of the Surviving Corporation shall be issued in respect to those shares, and those shares shall be deemed to be authorized and unissued shares of the Surviving Corporation.

B. Each share of Stock of Florida D'Amore that is outstanding on the effective date of the Merger, and all rights in respect to those shares shall by virtue of the Merger, and without any action of any holder of those shares, be converted into one share of stock of the Surviving Corporation.

C. After the effective date of the Merger, each holder of an outstanding certificate which prior to the Merger represented shares of Florida D'Amore stock shall, upon surrender of the same to the Surviving Corporation, be entitled to receive in exchange certificates representing shares of stock of the Surviving Corporation. Until so surrendered, each outstanding certificate which prior to the effective date of the Merger represented shares of Florida D'Amore stock shall be deemed for all corporate purposes, subject to the further provisions of this section SEVENTH, to evidence the ownership of the shares of the stock of the Surviving Corporation into which those shares of Florida D'Amore stock have been converted. No dividends or other distributions upon shares of stock of the Surviving Corporation shall be paid to the holders of certificates of Florida D'Amore stock who have not surrendered the same in exchange for certificates of stock of the Surviving Corporation; however, upon surrender and exchange of a certificate representing shares of Florida D'Amore stock there shall be paid the holder of those certificates, the amount, without interest, of dividends and other distributions, if any, which previously became payable with respect to the number of shares of stock of the Surviving Corporation that are represented by those certificates.

D. If any certificate of stock of the Surviving Corporation is to be issued in a name other than that of the registered holder of the certificate of Florida D'Amore stock surrendered, the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, and the person requesting the exchange shall pay any transfer tax required by reason of that issuance.

E. The Surviving Corporation agrees that it will promptly pay the dissenting shareholders of Florida D'Amore, if any, the amount to which they shall be entitled under the provisions of the 607.1301 et seq., Florida Statutes, with respect to the rights of dissenting shareholders.

EIGHTH: The Surviving Corporation shall pay all expenses of accomplishing the Merger.

NINTH: On the effective date of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature, and shall become subject to all the restrictions, disabilities and duties, of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of those corporations, and all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of those corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises, and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, 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 any property of either of the Constituent Corporations shall be preserved unimpaired and all debts, liabilities, obligations, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if those debts, liabilities, obligations and duties had been incurred or contracted by it.

TENTH: On the effective date of the Merger, the assets and liabilities of the Constituent Corporations (except items of capital and surplus) shall be taken up or continued, as the case may be, on the books of the Surviving Corporation at the amounts at which they respectively shall be carried on the books of the respective Constituent Corporations immediately prior to the effective date of the Merger, and the capital and surplus accounts of the Surviving Corporation shall be determined in accordance with applicable law and generally accepted accounting principles as applied by the board of directors of the Surviving Corporation.

ELEVENTH: From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, Florida D'Amore shall execute and deliver

or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to in section NINTH hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. If the Surviving Corporation shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of Florida D'Amore acquired by the Surviving Corporation under this Agreement and Plan of Merger, the proper officers of the Surviving Corporation at that time are hereby specifically authorized as attorneys-in-fact of Florida D'Amore (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances of law and to do all such other acts, in the name and on behalf of Florida D'Amore or otherwise, as those officers shall deem necessary or appropriate.

TWELFTH: This Agreement and Plan of Merger has been approved and adopted by the board of directors of each of the Constituent Corporations and shall be submitted for consideration and the requisite vote or consent by the stockholders of Colorado D'Amore and Florida D'Amore in accordance with the requirements of the applicable provisions of the laws of the State of Florida and the State of Colorado. This Agreement and Plan of Merger, when duly adopted and authorized by the stockholders of Colorado D'Amore and Florida D'Amore shall be certified, executed, and acknowledged in accordance with Colorado Revised Statutes and Florida Statutes and Articles of Merger shall be filed by the appropriate officers of the Constituent Corporations, all in accordance with the applicable provisions of the Colorado Business Corporation Act and 607.1109, Florida Statutes, as the case may be; and the officers of each of the Constituent Corporations shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement and Plan of Merger effective.

THIRTEENTH: The effective date of the Merger shall be June 30, 2000.

FOURTEENTH: This Agreement and Plan of Merger (other than sections FIRST through EIGHTH, inclusive) may be amended at any time prior to, but not after, the filing date of the Articles of Merger, whether before or after the meetings of stockholders of either or both of the Constituent Corporations approving and adopting this Agreement and Plan of Merger, as may be deemed by the boards of directors of the Constituent Corporations to be necessary, advisable or expedient to clarify the intentions of the parties, to change the effective date of the Merger, or to modify the provisions with respect to the filing or recording of this Agreement and Plan of Merger and the Articles of Merger in order to facilitate such filing or recording and the consummation of the Merger. The respective boards of directors of the Constituent Corporations are hereby

authorized to amend this Agreement and Plan of Merger as provided in this section FOURTEENTH.

FIFTEENTH: Anything in this Agreement and Plan of Merger or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned at any time before the effective date of the merger by mutual consent of the Constituent Corporations, expressed by appropriate resolutions of their respective boards of directors.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized officers of Colorado D'Amore and Florida D'Amore and the respective corporate seals of the Constituent Corporations have been affixed hereto all as of the day and year first above written.

D'AMORE ENTERPRISES, INC.
(The Surviving Corporation)

By: _____
Frank L. D'Amore, President

ATTEST:

D'AMORE PURCHASING, INC.
(The Merging Corporation)

By: _____
Frank L. D'Amore, President

ATTEST:

I, Marilyn D'Amore, Secretary of D'Amore Enterprises, Inc., a corporation organized and existing under the laws of the State of Colorado, DO HEREBY CERTIFY, as such Secretary, that the Agreement and Plan of Merger to which this Certificate is attached, was duly adopted and authorized pursuant to the Colorado Business Corporation Act by the written consent of the sole stockholder of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary of said corporation, and affixed the corporate seal of said corporation, this 1st day of June, 2000.

Marilyn D'Amore, Secretary

I, Marilyn D'Amore, Secretary of D'Amore Purchasing, Inc., a corporation organized and existing under the laws of the State of Florida, DO HEREBY CERTIFY, as such Secretary, that the Agreement and Plan of Merger to which this Certificate is attached was duly authorized and adopted pursuant to 607.1301 et seq., Florida Statutes, by the unanimous written consent of all the stockholders of said corporation.

IN WITNESS WHEREOF, I have hereunto signed by name as Secretary of said corporation, and affixed the corporate seal of said corporation, this 15th day of June, 2000.

Marilyn D'Amore, Secretary

The foregoing Agreement and Plan of Merger having been executed on behalf of each of the parties thereto and having been adopted and authorized by the stockholders of each of the parties thereto in accordance with the provisions of the Colorado Business Corporation Act and the 607.1101 et seq., Florida Statutes, and such adoption and authorization having been certified on said Agreement and Plan of Merger by the respective Secretaries of the parties thereto, the President of each of the parties thereto does hereby execute said Agreement and Plan of Merger and the Secretary of each of the parties thereto does hereby attest said Agreement and Plan of Merger under the corporate seals of their respective corporations by authority of the directors and stockholders thereof and as the respective act, deed and agreement of each said corporation on this 15th day of June, 2000.

D'AMORE ENTERPRISES, INC.
(The Surviving Corporation)

By: _____
Frank L. D'Amore, President

ATTEST:

_____
Marilyn D'Amore, Secretary

D'AMORE PURCHASING, INC.
(The Merging Corporation)

By: _____
Frank L. D'Amore, President

ATTEST:

_____
Marilyn D'Amore, Secretary