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Jacksonville, FL 32201-4548

ARTICLES OF MERGER

OCEAN WAVES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS:

DATE	4/16/97
TO	DOJ
FROM	DOJ
SUBJECT	DOJ
APPROVED BY	DOJ
DATE	DOJ
W.P. Verlyer	DOJ

DIVISION OF CORPORATION

OF OF FILING:

ER'S INITIALS:

L78811

ARTICLES OF MERGER
Merger Sheet

MERGING:

ACE OPTICS, INC., a Florida corporation L78817

INTO

OCEAN WAVES, INC., a Florida corporation, L78811

File date: April 15, 1997

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

PLAN AND ARTICLES OF MERGER

THIS PLAN AND ARTICLES OF MERGER (hereinafter "this Agreement") is made and entered into this 10th day of April, 1997, by and between Ocean Waves, Inc., a Florida corporation (hereinafter referred to as "Ocean Waves"), and Ace Optics, Inc., a Florida corporation (hereinafter referred to as "Ace Optics"). In this Agreement, Ocean Waves and Ace Optics are sometimes collectively referred to as the "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, the Boards of Directors and Stockholders of the Constituent Corporations deem it advisable and in the best business interest of each of the Constituent Corporations that Ace Optics (hereinafter sometimes referred to as the "Nonsurviving Corporation") be merged with and into Ocean Waves and that Ocean Waves (hereinafter sometimes the "Surviving Corporation") merge the Nonsurviving Corporation with and into itself, as authorized by Florida Statutes Section 607 and Section 368(a)(1)(A) of the Internal Revenue Code of 1986 as amended, and pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Constituent Corporations, by and among themselves and their respective Boards of Directors and Stockholders, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do hereby agree each with the other that the Nonsurviving Corporation be merged with and into the Surviving Corporation and that the Surviving

Corporation merge the Nonsurviving Corporation with and into itself pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Agreement, Plan and Articles of Merger:

ARTICLE I. - CONSTITUENT CORPORATIONS

A. Ocean Waves, a corporation organized and existing under the laws of the State of Florida, by its Articles of Incorporation, which were filed with the Department of State of the State of Florida on June 8, 1990, effective July 1, 1990, has an authorized capitalization of 7,500 shares of capital stock, such authorized capitalization consisting of 7,500 shares of voting common stock, \$1.00 per share par value for an aggregate par value of \$7,500, 89 shares of which are presently issued and outstanding.

B. Ace Optics, a corporation organized and existing under the laws of the State of Florida, by its Articles of Incorporation, which were filed with the Department of State of the State of Florida on June 8, 1990, effective July 1, 1990, has an authorized capitalization of 7,500 shares of capital stock, such authorized capital stock consisting of 7,500 shares of voting common stock, \$1.00 per share par value for an aggregate par value of \$7,500, 61 shares of which are presently issued and outstanding.

ARTICLE II. - MERGER

Ace Optics shall be, and it hereby is, merged with and into Ocean Waves, and Ocean Waves shall, and it hereby does, merge Ace Optics with and into itself. Ocean Waves shall be the surviving corporation in the merger and shall be governed by the laws of the State of Florida, which state shall be its domicile. The principal office of the Surviving Corporation shall be located at Ocean Waves's principal place of business, which is presently 76 Levy Road, Atlantic Beach, Florida 32233.

ARTICLE III. - CONVERSION OF OUTSTANDING STOCK

The manner and the basis of converting the outstanding shares of capital stock of each of the Constituent Corporations in the merger, on the basis of fair values assigned to said outstanding shares, shall be as follows:

A. Upon the effective date of the merger, each issued and outstanding share of common stock of the Surviving Corporation, par value \$1.00 per share, shall, without further action on the part of the holder thereof, be converted into one (1) share of the common stock, par value \$1.00 per share, of the Surviving Corporation.

B. Upon the effective date of the merger, each issued and outstanding share of the common stock, \$1.00 par value, of the Nonsurviving Corporation shall, without further action on the part of the holder thereof, be converted into one (1) share of the common stock, par value \$1.00 per share, of the Surviving Corporation.

C. The number of shares to be issued pursuant to the provisions of paragraphs (a) and (b) above shall be determined pursuant to the value as of the date of the merger.

D. No fractional share or shares of the capital stock of the Surviving Corporation, and no certificate or certificates of scrip therefor, will be issued in connection with the merger. In the event the calculation of the aggregate number of shares deliverable in connection with the merger to and for the account of any former holder of the capital stock of a Nonsurviving Corporation would otherwise result in such holder being entitled to a fraction of a share, the number of shares so deliverable shall be increased to the next higher full share if such fraction is one-half or more and shall be reduced to the next smaller full share if such fraction is less than one-half.

E. As soon as practical after the effective date of the merger, each holder of a certificate or certificates representing outstanding shares of common stock of the Nonsurviving Corporation shall be entitled, upon surrender of such certificate or certificates, to receive in exchange therefor a certificate or certificates representing the aggregate number of shares of the common stock of the Surviving Corporation, into which such shares of the capital stock of the Nonsurviving Corporation shall have been converted pursuant to this Article.

ARTICLE IV. - TERMS AND CONDITIONS

The terms and conditions of the merger are as follows:

A. Except as provided in Article III hereof, until altered, amended or repealed, the Articles of Incorporation of the Surviving Corporation in effect on the effective date of the merger shall be the Articles of Incorporation of the Surviving Corporation.

B. Until altered, amended or repealed, the Bylaws of the Surviving Corporation in effect on the effective date of the merger shall be the Bylaws of the Surviving Corporation.

C. The officers and directors of the Surviving Corporation on the effective date of the merger shall be and shall remain the officers and directors of the Surviving Corporation, holding their respective offices until their successors shall have been elected and qualify, unless they earlier die, resign or are removed.

D. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Nonsurviving Corporation, the proper officers and directors of the Nonsurviving Corporation shall execute and make all such proper assignments and assurances and do all things necessary or appropriate to vest title in such property or rights in the Surviving Corporation, or otherwise to carry out the intent or accomplish the purposes of this Agreement.

ARTICLE V. - APPROVALS BY THE CONSTITUENT CORPORATIONS

A. The terms and conditions of the merger set forth in this Agreement were advised, authorized and approved by each of the Constituent Corporations in the manner and by the vote required by its charter and the laws of the state of its incorporation.

B. Each issued and outstanding share of stock of each of the Constituent Corporations is entitled to vote on this Agreement.

C. The merger contemplated by this Agreement is permitted by the laws of the State of Florida, and all conditions required by the laws of the State of Florida have been satisfied.

D. This Agreement and the merger contemplated by it were approved and unanimously adopted by resolutions of the Board of Directors of the Constituent Corporations on April 10th, 1997.

E. After approval by the Boards of Directors of the Constituent Corporations, a copy of this Agreement was furnished to each stockholder of each of the Constituent Corporations, and this Agreement and the merger contemplated by it were unanimously approved by the stockholders of each of the Constituent Corporations on April 10th, 1997. At each meeting of the stockholders of the Constituent Corporations, all of the outstanding shares were voted in favor of this Agreement and the merger contemplated hereby, and none against.

F. Upon the approval of this Agreement by the Department of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida, this Agreement shall be filed by the Department of State of the State of Florida.

Notwithstanding anything contained herein to the contrary, the merger provided herein shall be effective as of the close of business on April 10th, 1997.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be executed and acknowledged in accordance with the laws of the State of Florida and their respective seals affixed hereto.

ATTEST:

OCEAN WAVES, INC.

Kevin Carlson
Secretary

By: Kevin Carlson
Kevin Carlson
Its: President

ATTEST:

ACE OPTICS, INC.

Kevin Carlson
Secretary

By: Kevin Carlson
Kevin Carlson
Its: President

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