

JOHN F. HOOLEY, P. A.

Certified Trial Attorney

TRIAL AND BUSINESS LAW
IMMIGRATION & NATIONALITY
GENERAL PRACTICE

SUITE 401
532 TAMiami TRAIL EAST
NAPLES, FLA. 34112

M59048

April 2, 1997

Mr. Jim Smith, Secretary of State
Florida Department of State
P.O. Box 6327
Tallahassee, Fla. 32314

1000002169804--4
-04/08/97--01015--007
*****43.75 *****43.75

Re: Articles of Merger

Dear Sir:

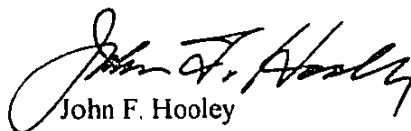
Enclosed please find:

1. Articles of Merger between Kristina Estates Land Corporation and F.G. Kaufmann dated November 14, 1996.
2. A check in the amount of \$43.75 made payable to the Florida Department of State. This is \$35.00 for the Certificate of Merger and \$8.75 for the Certificate of Status.

Please issue a Certificate of Merger for the above and return to our office. We are also requesting a Certificate of Status. If you have any questions, please contact our offices.

400002169804--4
-05/07/97--01083--017
*****35.00 *****35.00

Sincerely,


John F. Hooley

total Fee
70.00

JFH/dab
Enc.



M. Hooley
Cert. of Sta

11/29/97

TELEPHONE: (941) 775-2908

INTERNET ADDRESS: JFHOOLEY@AOL

FAX: (941) 775-1425

KE 36910
+ M59145
7 (pages)



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

April 15, 1997

JOHN F. HOOLEY
SUITE 401
4532 TAMIAMI TRAIL EAST
NAPLES, FL 34112

SUBJECT: F.G. KAUFMANN & ASSOCIATES, INC.
Ref. Number: K03691

We have received your document for F.G. KAUFMANN & ASSOCIATES, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger is \$35 per party to the merger. Please add an additional \$52.50 for each certified copy requested.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6916.

Carol Mustain
Corporate Specialist

Letter Number: 697A00018964

JOHN F. HOOLEY, P. A.
Certified Trial Attorney

TRIAL AND BUSINESS LAW
IMMIGRATION & NATIONALITY
GENERAL PRACTICE

SUITE 401
4532 TAMiami TRAIL EAST
NAPLES, FLA. 34112

April 23, 1997

Mr. Jim Smith, Secretary of State
Florida Department of State
Attn: Carol Mustain/Corporate Specialist
P.O. Box 6327
Tallahassee, Fla. 32314

Re: Articles of Merger

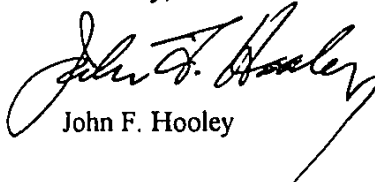
Dear Mrs. Mustain:

Enclosed please find:

1. Articles of Merger between Kristina Estates Land Corporation and F.G. Kaufmann dated November 14, 1996.
2. Another check in the amount of \$35.00 made payable to the Florida Department of State.
3. A copy of the Letter Number 697A00018964 from Carol Mustain
4. A previous letter and check in the amount of \$43.75 was sent into the department on April 2, 1997, a copy of which is enclosed. This included \$8.75 for the Certificate of Status.

Please issue a Certificate of Merger for the above and return to our office. We are also requesting a Certificate of Status. If you have any questions, please contact our offices.

Sincerely,



John F. Hooley

JFH/dab
Enc.

ARTICLES OF MERGER
Merger Sheet

MERGING:

F.G. KAUFMANN & ASSOCIATES, INC., a Florida corporation, document
#K03691

INTO

KRISTINA ESTATES LAND CORP., a Florida corporation, M59048

File date: April 29, 1997

Corporate Specialist: Carol Mustain

ARTICLES OF MERGER

Agreement made this 14th day of November, 1996 by an between **EDUARDO PEREZ, JOSE L. PEREZ** and **KRISTINA ESTATES LAND CORP.**, hereinafter referred jointly as Shareholders and **F.G. KAUFMANN & ASSOCIATES, INC.**, hereinafter referred to as Merging Corporation, and **KRISTINA ESTATES LAND CORP.**, also referred to as Surviving Corporation.

WHEREAS, Shareholders wish to transfer all of the assets and liabilities of Merging Corporation to Surviving Corporation, and

WHEREAS, F.G. Kaufmann & Associates, Inc. has a negative value, and

WHEREAS, all Shareholders have an interest in Surviving Corporation, and

WHEREAS, this transaction is contemplated to be a tax free transfer according to the Internal Revenue Service Code and Regulations, it is hereby agreed as follows:

Article I - Purchase and Sale

Pursuant to this agreement, all Shareholders and officers agree to merge **F.G. Kaufmann & Associates, Inc.** into **Kristina Estates Land Corp.** This is intended to be a complete total merger for tax purposes with the sole surviving corporation to be **Kristina Estates Land Corp.**

Article II - Consideration

No consideration is necessary for this transaction based on the negative value of the corporate shares and assets of the Merging Corporation. Nevertheless, there is a benefit conferred on Surviving Corporation in effecting this merger and such benefits shall be reflected in the shareholder's interest in Surviving Corporation.

Article III - Corporate Books and Records

Shareholders agree to turn over all books and records of Merging Corporation and assist Surviving Corporation with the clarification and interpretation of those financial records to the best of their ability. Those financial records shall include, but not be limited to, the following:

- a. All banks statements
- b. All books of accounts
- c. The corporate check book
- d. All tax bills
- e. A copy of the 1995 and 1996 corporate filings with the State of Florida

Article IV - Participation in Surviving Corporation

Shareholders agree to attend a corporate meeting of the Surviving Corporation by the execution of these articles at merger. At such corporate meeting, shareholders shall ratify the actions taken in that meeting.

Article V - Delinquencies

Shareholders warrant that the company has not been cited and violation, or delinquent with respect to any decree, order or arbitration award by which Merging Corporation is bound. Nor any law, statute or regulation or agreement with, or permit from any Federal, State or local authority to which the property, assets, personnel or business activities of Merging Corporation is subject to (or to which it, itself, is subject) including without limitation, Federal, State or local laws, statutes or regulations.

Article VII - Obligations to and from Shareholders

All obligations between shareholders and Merging Corporation are canceled and superseded by this agreement. Any and all payments made by shareholders to Merging Corporation have been capital contributions and no loans or other obligations are outstanding. In addition, there are no obligations, agreements or contracts between Merging Corporation and any corporations in which shareholders are affiliated. In the event any such contract remains outstanding, the execution of this agreement by shareholders revoke, cancel and terminate any and all such agreements.

Article VIII - Representations and Warranties

1. Certificates of stock. Shareholder warrants that the shares held by him are free and clear of all claims and there are no outstanding rights or obligations for which any of the shares have been pledged.
2. Shareholder warrants that there have been no claims, suits or threats of suit litigation that exists against Merging Corporation as of the date of the execution of this agreement, nor does Shareholder know of any potential for such suits or claims in the future.
3. Shareholder warrants that the company that F.G. Kaufmann and Associates, Inc. has paid all franchise, sales tax, payroll tax, and Federal, State, local, foreign and other net income, gross income, sales, use, or other taxes, fees, assessments or charges of any kind whatsoever levied by any governmental authority at the State, local or Federal level.
4. Shareholder warrants that the company has not been cited in violation, or delinquent with respect to any decree, order or arbitration award by which Merging Corporation is bound, nor under any law, statute, or regulation or agreement with, or permit from, any

Federal, State or local authority or to which the property, assets, personnel or business activities of Merging Corporation is subject, (or to which it, itself is subject) Including without limitation Federal, State or local laws, statutes or regulations.

Article IX - General

1. **Covenant of Further Assurances.** At and after the execution of this agreement, upon request of Surviving Corporation, Shareholder shall take such action and deliver to Surviving Corporation such powers of attorney and further instruments of assignment, conveyance or transfer or other documents of further assurance as in the opinion of counsel for Surviving Corporation may be reasonably necessary or desirable to complete and evidence and effect the full transfer, conveyance and assignment of Shareholder's interest in Merging Corporation to Surviving Corporation and the performance of this agreement by Shareholder in all respects.

2. **Time of Performance and Remedies.** Time is of the essence in this transaction, if Shareholder does not perform Shareholder's obligation hereunder (except as excused by Surviving Corporation's default) any damages is sustained by Surviving Corporation shall survive the closing.

3. **Expenses of the Parties.** All expenses involved in the preparation, authorization and consummation of this agreement including, without limitation all fees and expenses of agents representatives, counsel and accountants shall be borne by the party who shall have incurred same, and the other party shall no liability in respect thereof.

4. **Survival of Covenants, Representations and Warranties.** The provisions hereof, which by their terms are to be performed after the closing date and the several representations, warranties and agreements of the parties herein contained shall survive the closing date hereunder.

Article X - Amendment and Waiver.

This Agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party hereto sought to be charged with such waiver or consent.

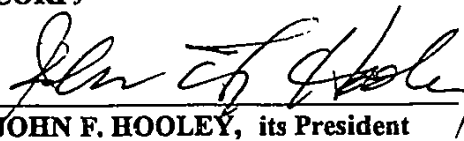
Article XI - Effect of this Agreement.

This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Article or Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. This Agreement may be executed in one or more counterparts which

together shall constitute one and the same instrument. The construction and performance of this Agreement shall be in accordance with and governed by the laws of the State of Florida.

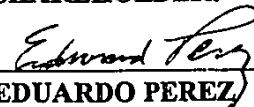
IN THE WITNESS WHEREOF, the undersigned has caused this Stock Redemption Agreement to be executed and delivered on this 14 day of November, 1996.

**SURVIVING CORPORATION:
KRISTINA ESTATES LAND
CORP.**

by: 
JOHN F. HOOLEY, its President

Sign above
Print name-> _____

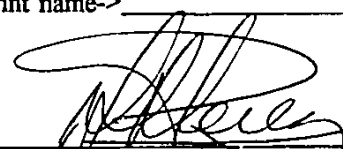
SHAREHOLDER:

by: 
EDUARDO PEREZ

Sign above
Print name-> _____

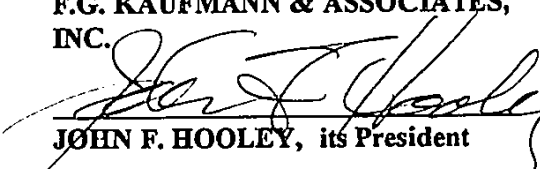
SHAREHOLDER:

by: _____
J.L. PEREZ



Sign above
Print name-> J.L. PEREZ

by: **MERGING CORPORATION:
F.G. KAUFMANN & ASSOCIATES,
INC.**


JOHN F. HOOLEY, its President

Sign above
Print name-> _____