

P00000028021

FILED
NOV 17 AM 11:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CCRS
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

800003468418--5
-11/17/00--01017--014
*****78.75 *****78.75

CONTACT: CINDY HICKS

DATE: 11-17-00

REF. #: 0174-13713

CORP. NAME: Presidential Pawn, Inc merging
into Enterprise 41 INC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: _____ | | |

STATE FEES PREPAID WITH CHECK# 9399 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

RECEIVED
NOV 17 AM 10:42
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

G. COULLETTE NOV 17 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

PRESIDENTIAL PAWN, INC., *a Florida Corporation, P94000026797*

INTO

ENTERPRISE 41 INC., a Florida entity, P00000028021

File date: November 17, 2000

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER
OF
PRESIDENTIAL PAWN, INC.,
a Florida corporation
and
ENTERPRISE 41 INC.,
a Florida corporation**

(Pursuant to the provisions of Chapter 607
of the Florida Business Corporation Act)

00 NOV 17 AM 11:38
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned,
hereby certify by these Articles of Merger as follows:

1. The names of the corporations which are parties to the Merger are
PRESIDENTIAL PAWN, INC., a Florida corporation ("Presidential"), and **ENTERPRISE 41
INC.**, a Florida corporation ("Enterprise 41"). Enterprise 41 will be the surviving corporation
and is to be governed by the laws of the State of Florida.

2. The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and
incorporated herein by reference in its entirety.

3. The Agreement and Plan of Merger was duly adopted pursuant to a written
consent as permitted by Section 607.0704 and 607.0821 of the Florida Statutes by the holders of
a majority of the issued and outstanding shares of common stock and the sole director of
Presidential as of November 16, 2000. The number of votes was sufficient for approval. The
Agreement and Plan of Merger was duly adopted pursuant to a written consent as permitted by
Section 607.0704 and 607.0821 of the Florida Statutes by the sole shareholder and director of
Enterprise 41 as of November 16, 2000. The number of votes was sufficient for approval.

4. The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida in accordance with the Florida Business Corporation Act.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers as of this 16th day of November, 2000.

WITNESSES

Robert F. Duvin

[Signature]
As to Gregory Lecewicz

PRESIDENTIAL PAWN, INC.,
a Florida corporation

By: [Signature] x

Gregory Lecewicz
President

WITNESSES

Robert F. Duvin

[Signature]
As to Gregory Lecewicz

ENTERPRISE 41 INC.,
a Florida corporation

By: [Signature] x

Gregory Lecewicz
President

**Exhibit A
PLAN AND
AGREEMENT OF MERGER
BETWEEN
PRESIDENTIAL PAWN, INC.,
a Florida corporation
and
ENTERPRISE 41 INC.,
a Florida corporation**

**PLAN AND
AGREEMENT OF MERGER
BETWEEN
PRESIDENTIAL PAWN, INC.,
a Florida corporation
and
ENTERPRISE 41 INC.,
a Florida corporation**

This Plan and Agreement of Merger (this "Agreement") is entered into and effective November 16, 2000, by and between **PRESIDENTIAL PAWN, INC.**, a Florida corporation ("Presidential") and **ENTERPRISE 41 INC.**, a Florida corporation ("Enterprise 41" collectively with Presidential, the "Constituent Corporations").

Background

Presidential is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of five hundred (500) shares of Common Stock. Enterprise 41 is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of one hundred (100) shares of Common Stock. The Board of Directors of each of the Constituent Corporations deems it advisable that Presidential be merged with and into Enterprise 41 on the terms and conditions herein set forth, in accordance with the applicable provisions of the Florida Statutes which permit such a merger. It is intended for federal income tax purposes that the reorganization contemplated by this Agreement shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Presidential and Enterprise 41, by their respective Boards of Directors, have agreed and do hereby agree as follows:

Terms Of The Merger

1. Merger. Presidential and Enterprise 41 shall be merged into a single corporation, in accordance with applicable provisions of the laws of the State of Florida, by Presidential merging with and into Enterprise 41, which shall be the surviving corporation.

2. Effect of Merger. From and after the filing of the Articles of Merger, the Constituent Corporations shall be a single corporation, which shall be Enterprise 41 as the surviving corporation, and the separate existence of Presidential shall cease except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger into another corporation, while the corporate existence of Enterprise 41 shall continue unaffected and unimpaired. Enterprise 41 shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under Florida law.

Enterprise 41 shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Corporations. All property, real, personal and mixed, all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in Enterprise 41 without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such merger. Enterprise 41 shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such merger had not taken place, or Enterprise 41 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger.

3. Certificate of Incorporation. The Certificate of Incorporation of Presidential shall not be amended in any respect by reason of this Plan and Agreement of Merger.

4. Conversion of Shares. The manner of converting the outstanding shares of each of the Constituent Corporations shall be as follows: Each share of Common Stock of Enterprise 41 issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder, continue to be outstanding with no adjustment as a result of the Merger. The fifty one (51) shares of Common Stock of Presidential owned by Gregory Lecewicz immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger. The forty nine (49) shares of Common Stock of Presidential owned by Kazimierz Twarowski ("Twarowski") immediately prior to the Effective Date of the merger shall be converted to a right to receive cash in the amount of Two Thousand Seven Hundred Fifty Five and 10/100 Dollars (\$2,755.10) per share, for a total cash amount of One Hundred Thirty Five Thousand Dollars (\$135,000.00), and shall cease to exist and be cancelled by virtue of the Merger and without any action on the part of Twarowski. Presidential shall pay the cash payment to Twarowski within ninety (90) days after the Effective Date (unless Twarowski elects to exercise dissenters' rights with regard to the Merger, in which event the dissenters' rights provisions of the Florida law shall govern the dissenting shareholder's entitlements), plus payment in full of all amounts reflected on the books of Presidential as shareholder loans payable to Twarowski and reduced by any amounts owed by Twarowski to Presidential.

5. Surrender of Certificates. Each record holder of an outstanding certificate or certificates which represent shares of Presidential Common Stock immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Plan and Agreement of Merger.

6. Further Assurances. If at any time after the Effective Date Enterprise 41 shall consider or be advised that any further assignments or assurances are necessary or desirable to

vest in Enterprise 41, according to the terms hereof, the title to any property rights of the Constituent Corporations, the last acting officers and Directors of the Constituent Corporations, as the case may be, or the corresponding officers and Directors of Enterprise 41 shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Enterprise 41, and otherwise carry out the purposes of this Plan and Agreement of Merger.

7. Approval By Shareholders. This Plan and Agreement of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and submitted to the respective Shareholders of each Constituent Corporation for approval as provided by the Florida law. If duly adopted by the requisite vote of such Shareholders, Articles of Merger meeting the requirements of Florida law shall be filed immediately in the appropriate office in Florida.

8. Effective Date. The merger of Presidential 41 with and into Enterprise 41 shall become effective upon the filing of the Articles of Merger in accordance with the Florida Law (the "Effective Date").

9. Covenants of Presidential. Presidential covenants and agrees that: (a) it will not amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

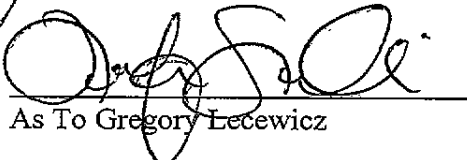
10. Covenants of Enterprise 41. Enterprise 41 covenants and agrees that: (a) it will not amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

11. Termination. Notwithstanding anything contained herein or elsewhere to the contrary, this Plan and Agreement of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to filing of the Articles of Merger.

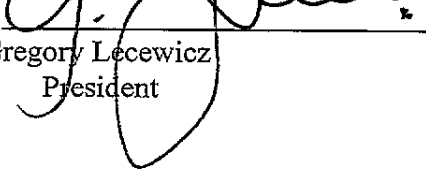
[signatures on following page]

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the date set forth above.

WITNESSES

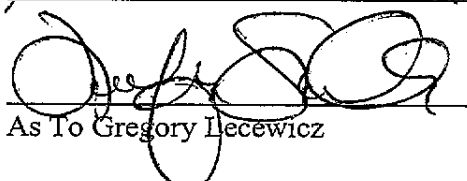
Robert F. Dunn

As To Gregory Lécwicz

PRESIDENTIAL PAWN, INC.,
a Florida corporation

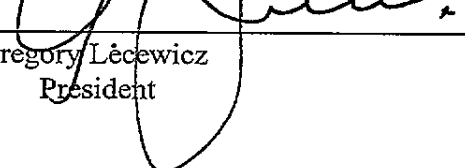
By: 

Gregory Lécwicz
President

WITNESSES

Robert F. Dunn

As To Gregory Lécwicz

ENTERPRISE 41 INC.
a Florida corporation

By: 

Gregory Lécwicz
President