

P00000030634

CAPITAL CONNECTION, INC.

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

FILED
OCT -3 AM 11:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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West Hall, Inc
with
Equusquity, Inc

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____ LTD Partnership File _____
____ Foreign Corp. File _____
____ ☒ ~~File~~ Articles of Share Exchange
____ Fictitious Name File _____
____ Trade/Service Mark _____
____ Merger File _____
____ Art. of Amend. File _____
____ RA Resignation _____
____ Dissolution / Withdrawal _____
____ Annual Report / Reinstatement _____
____ ☒ Cert. Copy (2) _____
____ 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 _____
____ Driving Record _____
____ UCC 1 or 3 File _____
____ UCC 11 Search _____
____ UCC 11 Retrieval _____
____ Courier _____

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DIVISION OF CORPORATION

G. COULLETTE OCT 03 2000

Signature _____

Requested by: LS 10/3/00 9:31

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Date

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ARTICLES OF SHARE EXCHANGE
OF
WEST-HALL, INC., a Florida Corporation,
WITH
EDUEQUITY, INC., a Florida Corporation

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TALLAHASSEE, FLORIDA

ARTICLES OF SHARE EXCHANGE between WEST-HALL, INC, a Florida corporation, ("West-Hall") and EDUEQUITY.COM, INC., a Florida corporation, ("EduEquity").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), WEST-HALL, INC., a Florida corporation, and EDUEQUITY.COM, INC., a Florida corporation, adopt the following Articles of Share Exchange.

1. The Agreement and Plan of Share Exchange dated June 25, 2000 ("Plan of Share Exchange"), between WEST-HALL, INC., a Florida corporation, and EDUEQUITY, INC., a Florida corporation was approved and adopted by the shareholders of WEST-HALL, INC., a Florida corporation, on July 14, 2000 and was adopted by the Board of Directors of EDUEQUITY, INC., a Florida corporation on June 25, 2000, because shareholder approval of the Plan of Share Exchange is not required by the shareholders of EDUEQUITY, INC., a Florida corporation, by §607.1103(7)/§607.1103(1) of the Act.

2. Under the Plan of Share Exchange, all issued and outstanding shares of West-Hall's stock will be exchanged for Promissory Notes executed by a duly authorized officer of EduEquity and West-Hall will become a wholly owned subsidiary of EduEquity.

3. The Plan of Share Exchange is attached as Exhibit "A" and incorporated by reference as if fully set forth.

4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Share Exchange shall be on the filing of these Articles of Share Exchange with the Secretary of State of Florida or October 1, 2000 whichever date is later.

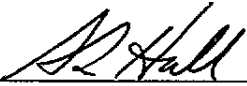
IN WITNESS WHEREOF, the parties have set their hands on October 2, 2000.

ATTEST:

"EDUEQUITY"

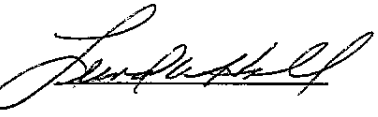
EDUEQUITY, INC., a Florida corporation

By:



ADAM W. HALL, Secretary

By:



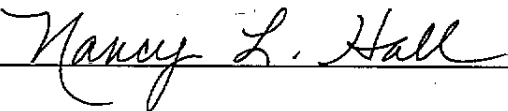
LEONARD W. HALL, President

ATTEST:

"WEST-HALL"

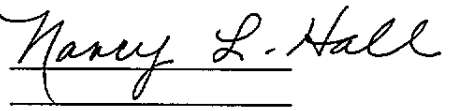
WEST-HALL, INC, a Florida corporation

By:



NANCY L. HALL, Secretary

By:



NANCY L. HALL, President

EXHIBIT "A"

PLAN OF SHARE EXCHANGE

This Plan of Share Exchange ("Plan") is entered into between **EDUEQUITY.COM, INC.** ("EduEquity") and **WEST-HALL, INC.** ("West-Hall") on June 25, 2000.

1. **Distribution to Shareholders.** On the Effective Date all of the shareholders of West-Hall not dissenting from the Plan shall exchange all of the outstanding stock of West-Hall for Promissory Notes executed by a duly authorized officer of EduEquity and West-Hall shall become a wholly owned subsidiary of EduEquity.
2. **Satisfaction of Rights of West-Hall's Shareholders.** All shares of EduEquity's stock into which shares of West-Hall's stock have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.
3. **Supplemental Action.** If at any time after the Effective Date, EduEquity shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of EduEquity or West-Hall, as the case may be, whether past or remaining in office, shall execute and deliver any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to carry out the provisions of this Plan.
4. **Filing with the Florida Secretary of State and Effective Date.** On the Closing, as provided in the Agreement and Plan of Share Exchange of which this Plan is a part, EduEquity and West-Hall shall cause their respective Presidents (or Vice Presidents) to execute Articles of Share Exchange in the form attached to this Plan and, on execution, this Plan shall be deemed incorporated by reference into the Articles of Share Exchange as if fully set forth in such Articles and shall become an exhibit to such Articles of Share Exchange. Thereafter, the Articles of Share Exchange shall be delivered for filing to the Florida Secretary of State. In accordance with §607.1105(1)(b) of the Florida Business Corporation Act (the "Act"), the Articles of Share Exchange shall specify the "Effective Date." **The Effective Date shall be October 1, 2000 or the filing date of the Articles, whichever is later.**
5. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by EduEquity or West-Hall by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of West-Hall by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with §607.1103 of the Act.
6. **Termination.** At any time before the Effective Date (whether before or after filing the Articles of Share Exchange), this Plan may be terminated and the share exchange abandoned

by mutual consent of the Boards of Directors of both corporations, notwithstanding favorable action by the shareholders of West-Hall.


IN WITNESS WHEREOF, the parties have executed this Plan as of the date first written above.

ATTEST:

"EDUEQUITY"

EDUEQUITY.COM, INC.,
a Florida corporation

By: 
ADAM L. HALL, Secretary


By: 
LEONARD W. HALL, President

ATTEST:

"WEST-HALL"

WEST-HALL, INC., a Florida corporation

By: 
NANCY L. HALL, Secretary

By: 
NANCY L. HALL, President