

Division of Corporations

Page 1 of 2

P00000043491

Florida Department of State
Division of Corporations
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From:

Account Name : BERNARD A. SINGER, P.A.
Account Number : 070242003143
Phone : (954) 985-8600
Fax Number : (954) 985-8477

EFFECTIVE DATE

6-30-01

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01 JUN 18 PM 4:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

DISCOUNT MOVERS, INC.

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 1 |
| Page Count | 07 |
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DIVISION OF CORPORATIONS

Merger
6/18
6/8/2001

ARTICLES OF MERGER
Merger Sheet

MERGING:

DISCOUNT MOVERS, INC., a California corporation not qualified in Florida

INTO

DISCOUNT MOVERS, INC., a Florida entity, P00000043491

File date: June 18, 2001, effective June 30, 2001

Corporate Specialist: Karen Gibson

Fax Audit # H01000072439 2

**ARTICLES OF MERGER
OF
DISCOUNT MOVERS, INC., a California corporation
INTO
DISCOUNT MOVERS, INC., a Florida corporation**

FILED
01 JUN 18 PM 4:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
EFFECTIVE DATE
6-30-01

Articles of Merger between **DISCOUNT MOVERS, INC., a Florida corporation** ("Discount/Florida") which is the surviving corporation, and **DISCOUNT MOVERS, INC., a California corporation** ("Discount/California"), which is the merging corporation.

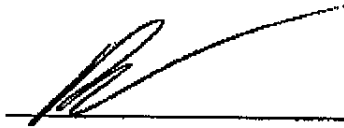
Pursuant to Section 607.1105, of the Florida Business Corporation Act (the "Act"), Discount/Florida and Discount/California adopt the following Articles of Merger:

1. The Plan and Agreement of Merger dated June 11, 2001 (the "Plan of Merger") between Discount/Florida and Discount/California was approved and adopted by the unanimous consent of the Shareholders and Directors of Discount/Florida on June 11, 2001 and was approved and adopted by the unanimous consent of the Shareholders and Directors of Discount/California on June 11, 2001.
2. Pursuant to the Plan of Merger, all issued and outstanding shares of the capital stock of Discount/California will be acquired by means of a merger of Discount/California into Discount/Florida with Discount/Florida being the surviving corporation.
3. The Plan of Merger is attached as Exhibit "A" and made a part hereof.
4. Pursuant to the Plan of Merger, the Articles of Incorporation of Discount/Florida are amended as set forth in paragraph 4 of such Plan of Merger.
5. Pursuant to Section 607.1105 of the Act, these Articles of Merger shall be effective as of June 30, 2001.

Fax Audit # H01000072439 2

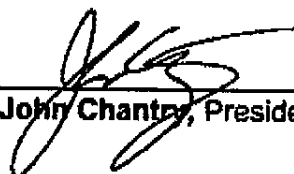
IN WITNESS WHEREOF, the parties have executed these Articles of Merger this
18th day of June, 2001.

Witnesses:



Barbara L. Zuker
(as to all parties)

DISCOUNT MOVERS, INC., a Florida
corporation

By: 

John Chantry, President

DISCOUNT MOVERS, INC., a California
corporation

By: 

John W. Chantry, President

W:\Chantry\Merger Documents\Articles of Merger

06/18/01

13:38

BERNARD A. SINGER, P.A. → F D

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NO. 459

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EXHIBIT "A"

PLAN AND AGREEMENT OF MERGER

This document was prepared by:
Bernard A. Singer, Esquire
4925-A Sheridan Street
Hollywood, Florida 33021
(954) 885-8600
Florida Bar# 240761

Fax Audit # H01000072439 2

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PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, made this 11th day of June, 2001, by and between DISCOUNT MOVERS, INC., a Florida corporation, ("Discount/Florida") and DISCOUNT MOVERS, INC., a California corporation ("Discount/California").

RECITALS:

WHEREAS, Discount/Florida is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Discount/California is a corporation duly organized and existing under the laws of the State of California; and

WHEREAS, the Boards of Directors of Discount/Florida and Discount/California deem it desirable and in the respective best interests of Discount/Florida and Discount/California and their respective shareholders that Discount/California be merged into Discount/Florida, with Discount/Florida being the surviving corporation; and

WHEREAS, the Boards of Directors of Discount/California and Discount/Florida deem it essential that a definitive Plan and Agreement of Merger be formally adopted and approved.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the constituent corporations to this Agreement do hereby agree to the following terms and conditions of this Plan of Merger.

1. **Surviving Corporation.** Discount/California shall be merged into Discount/Florida and the corporate existence of Discount/California shall cease and the corporate existence of Discount/Florida shall continue, and Discount/Florida shall become the owner, without other transfer, of all the rights and property of Discount/California and, likewise, Discount/Florida shall become subject to all the debts and liabilities of Discount/California in the same manner as if Discount/Florida had itself incurred them.

2. **Principal Office.** The principal office of Discount/Florida is and shall remain located at 512 Northeast 6th Avenue, Deerfield Beach, Florida 33441.

Fax Audit # H01000072439 2

3. **Objects and Purposes.** The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on by the surviving corporation following the merger are the general business and affairs associated with the operation and maintenance of the surviving corporation.

4. **Articles of Incorporation.** The purposes, the registered agent, the address of the registered office and number of directors of the surviving corporation shall be as appears in the Articles of Incorporation of Discount/Florida as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation of Discount/Florida are hereby incorporated into this Agreement. From and after the effective date of this merger and until further amended, altered or restated as provided by law, the Articles of Incorporation of Discount/Florida separate and apart from this Agreement, shall be and may be separately certified as the Articles of Incorporation of the surviving corporation. The Articles of Incorporation of Discount/Florida, on the effective date, shall be amended as follows:

Article III presently existing shall be deleted and new Article III shall be substituted, which shall read as follows:

"The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is five thousand (5,000) shares of common stock, no par value."

5. **By-Laws.** The present By-Laws of Discount/Florida shall remain the By-Laws of the surviving corporation following this merger and shall not be altered, amended nor repealed by reason of such merger.

6. **Conversion of Shares.** The manner and basis of converting and exchanging the shares of Discount/Florida shall be as follows:

a. On the effective date of merger, each share of no par value common stock of Discount/California (the "Discount/California Stock"), issued and outstanding immediately before the effective date, by virtue of this merger and without any action on the part of the holders of the shares of Discount/California Stock, shall be converted into and exchanged for one share of Discount/Florida common stock, no par value (the "Discount/Florida Stock"). Fractional shares shall be issued to the nearest tenth of a share. Presently the Discount/California Stock consists of one thousand (1,000)

Fax Audit # H01000072439 2

authorized no par value shares of which (1,000) shares are issued. Presently the Discount/Florida Stock consists of one thousand five hundred (1,500) authorized shares, no par value of which one thousand five hundred (1,500) are issued.

b. Each issued and outstanding share of the Discount/Florida Stock shall continue as one (1) share of common stock, no par value of the surviving corporation. If the outstanding shares of Discount/Florida Stock at any time between the date of this Agreement and the effective date of the merger shall be changed or exchanged by declaration of a stock dividend, split up, combination of shares, merger or consolidation, the number and kind of shares into which the Discount/California Stock is to be converted shall be appropriately and equitably adjusted.

c. As soon as practicable after the effective date of this merger, Discount/Florida shall issue and deliver, in accordance with this Paragraph 6, to the shareholders of Discount/California, certificates for the number of shares of Discount/Florida Stock to which they shall have become entitled under this Agreement. After the effective date of the merger, the Discount/California shareholders may surrender their certificate or certificates previously representing Discount/California Stock to Discount/Florida and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of Discount/Florida Stock into which those shares of Discount/California Stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of Discount/California Stock shall be deemed for all corporate purposes to evidence ownership of the respective shares of Discount/Florida Stock into which they shall have been converted.

7. **Effective Date.** The effective date of this Plan of Merger shall be the 30th day of June, 2001.

8. **Abandonment of Merger.** Anything to the contrary herein notwithstanding, the Board of Directors of either constituent corporation may abandon this Plan of Merger by mutual consent, and thereupon, this Plan and Agreement of Merger shall be void and of no effect.

9. **Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

Fax Audit # H01000072439 2

10. **Assignment.** This Agreement is not assignable without the prior written consent of the other party.

11. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.


12. **Construction.** The parties agree and acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties shall not be employed in the interpretation of this Agreement or any amendment or exhibit thereto.

13. **Headings.** The headings of the sections herein are inserted for convenience only and shall not constitute a part hereof.

14. **Entire Agreement.** This Agreement, including any documents referred to herein, contains the entire understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

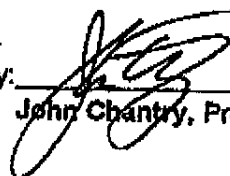
IN WITNESS WHEREOF, the undersigned do hereunto set their hands and seals as of the day and year first above written.

Witnesses:



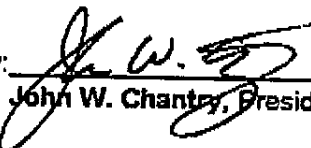
Bernard A. Singer
(as to all parties)

DISCOUNT MOVERS, INC., a Florida corporation

By: 

John Chantry, President

DISCOUNT MOVERS, INC., a California corporation

By: 

John W. Chantry, President

W:\Chantry\Merger Documentation\Plan of Merger

This document was prepared by:
Bernard A. Singer, Esquire
4925-A Sheridan Street
Hollywood, Florida 33021
(954) 985-8600
Florida Bar# 240781

Fax Audit # H01000072439 2