

**CAPITAL CONNECTION, INC.**

17 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(904) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

*Comstock Industries Florida, Inc.*

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-07/21/00--01049--003  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

*merger &*

- ☐ Art of Inc. File *Auto Name Change*
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☐ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☒ Merger File *Auto*
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☒ Cert. Copy
- ☐ 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

FILED  
00 JUL 21 PM 4:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
00 JUL 21 AM 11:41  
DIVISION OF CORPORATION

Signature \_\_\_\_\_

Requested by: *CM* *7/21* *10:53*  
Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Walk-In \_\_\_\_\_ Will Pick Up \_\_\_\_\_

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

COMSTOCK INDUSTRIES, INC., a Nevada corporation not authorized to  
transact business in Florida

INTO

COMSTOCK INDUSTRIES FLORIDA, INC. which changed its name to  
**COMSTOCK INDUSTRIES, INC.**, a Florida entity, P00000065596

File date: July 21, 2000

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER OF  
COMSTOCK INDUSTRIES, INC.,  
a Nevada corporation

WITH AND INTO

COMSTOCK INDUSTRIES FLORIDA, INC.,  
a Florida corporation

FILED  
00 JUL 21 PM 4:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of § 607.1105 of the Florida Business Corporation Act (the "FBCA"), and for the purpose of effecting the merger (the "Merger") of Comstock Industries, Inc., a Nevada corporation ("Comstock Nevada") with and into Comstock Industries Florida, Inc., a Florida corporation ("Comstock Florida"), Comstock Florida and Comstock Nevada have adopted these Articles of Merger (the "Articles of Merger").

1. The Merger Agreement. The plan and agreement for merging Comstock Nevada with and into Comstock Florida is set forth in the Agreement and Plan of Merger dated July 10, 2000 (the "Merger Agreement"), a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth herein. Pursuant to the Merger Agreement, Comstock Florida shall be the surviving corporation.

2. Approval By Comstock Florida. The Merger Agreement was approved and adopted by the sole shareholder of Comstock Florida by written consent on July 10, 2000 in accordance with the provisions of 607.0704 of the FBCA.

3. Authorization and Approval By Comstock Nevada. The Merger of Comstock Nevada with and into Comstock Florida is permitted by and is in compliance with the Nevada General Corporation Law (the "NGCL"), the jurisdiction of organization of Comstock Nevada. The Merger Agreement was unanimously recommended for approval by the board of directors of Comstock Nevada on July 10, 2000, and was approved and adopted by the shareholders of Comstock Nevada on July 10, 2000.

4. Effective Time. The Merger shall become effective in the State of Florida (the "Effective Time") on the date of filing of these Articles by the Secretary of State of Florida.

5. Amendment to Articles of Incorporation of Comstock Florida. Article I of the Articles of Incorporation of Comstock Florida shall be deleted and the following Article I shall be inserted in its place:

ARTICLE I  
CORPORATE NAME

The name of this corporation shall be:

Comstock Industries, Inc.

*(Signatures appear next page)*

IN WITNESS WHEREOF, the parties have executed these Articles this 11th day of July, 2000.

Comstock Industries Florida Inc., a Florida  
corporation

By: 

J. Antonio Martinez, President

Comstock Industries, Inc., a Nevada  
corporation

By: 

J. Antonio Martinez, President

**Exhibit 1**

**Agreement of Merger**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated July 10, 2000 (the "Agreement"), is entered into between COMSTOCK INDUSTRIES FLORIDA, INC., a Florida corporation ("Comstock Florida"), and COMSTOCK INDUSTRIES, INC., a Nevada corporation ("Comstock Nevada").

### BACKGROUND:

A. Comstock Nevada has an aggregate authorized capital of Fifteen Million (15,000,000) shares, consisting of 15,000,000 shares of common stock, \$0.10 par value per share (the "Nevada Common Stock"), and no shares of Preferred Stock (the Nevada Preferred Stock). On July 10, 2000, there were 8,185,885 shares of Nevada Common Stock and no Shares of Nevada Preferred Stock issued and outstanding.

B. Comstock Florida has an aggregate authorized capital of one hundred million (100,000,000) shares, consisting of 80,000,000 shares of common stock, \$.0001 par value per share (the "Florida Common Stock"), and 20,000,000 shares of Preferred Stock, (the Florida Preferred Stock). On July 10, 2000 there were 100 shares of Florida Common Stock and no Shares of Florida Preferred Stock issued and outstanding.

C. The respective Boards of Directors of Comstock Florida and Comstock Nevada believe that the best interests of Comstock Florida and Comstock Nevada and their respective shareholders will be served by the merger of Comstock Nevada with and into Comstock Florida under and pursuant to the provisions of this Agreement and the Nevada General Corporation Law (the "Nevada Law") and the Florida Business Corporation Act (the "Florida Act").

### TERMS:

In consideration of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **Merger.** Comstock Nevada shall be merged with and into Comstock Florida (the "Merger").

2. **Effective Date.** The Merger shall become effective immediately upon the filing of this Agreement or a certificate of merger with the Secretary of State of Nevada in accordance with the Nevada Law and the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida Act. The time of such effectiveness is hereinafter called the "Effective Date."

3. **Surviving Corporation.** Comstock Florida shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of Comstock Nevada shall cease.

4. **Name of Surviving Corporation.** On the Effective Date, the Articles of Incorporation of Comstock Florida shall be amended to change the name of Comstock Florida to "Comstock Industries, Inc."

5. **Articles of Incorporation.** Except as provided in Paragraph 4, the Articles of Incorporation of Comstock Florida as it exists on the Effective Date shall be the Articles of Incorporation

of Comstock Florida immediately following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida.

6. **Bylaws.** The Bylaws of Comstock Florida as they exist on the Effective Date shall be the Bylaws of Comstock Florida immediately following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

7. **Board of Directors and Officers.** The members of the Board of Directors and officers of Comstock Nevada immediately prior to the Effective Date shall be members of the Board of Directors and the officers, respectively, of Comstock Florida following the Effective Date, and such persons shall serve in such positions for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. **Retirement of Outstanding Florida Stock.** On the Effective Date, each of the 100 shares of the Florida Common Stock presently issued and outstanding shall be retired, and no shares of Florida Common Stock or other securities of Comstock Florida shall be issued in respect thereof.

9. **Conversion of Outstanding Comstock Nevada Stock.** On the Effective Date, each issued and outstanding share of the Nevada Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of Florida Common Stock, and each certificate representing shares of Nevada Common Stock shall for all purposes be deemed to evidence the ownership of the same number of shares of Florida Common Stock as are set forth in such certificate. After the Effective Date, each holder of an outstanding certificate representing shares of Nevada Common Stock may, at such shareholder's option, surrender the same to Comstock Florida's registrar and transfer agent for cancellation, and each such shareholder shall be entitled to receive in exchange therefore a certificate(s) evidencing the ownership of the same number of shares of Florida Common Stock as are represented by the Comstock Nevada certificate(s) surrendered to Comstock Florida's registrar and transfer agent.

10. **Stock Options and Warrants.** On the Effective Date, each stock option, stock warrant, and other right to subscribe for or purchase shares of Nevada Common Stock shall be converted into a stock option, stock warrant, or other right to subscribe for or purchase the same number of shares of Florida Common Stock, and each certificate, agreement, note or other document representing such stock option, stock warrant, or other right to subscribe for or purchase shares of Nevada Common Stock shall for all purposes be deemed to evidence the ownership of a stock option, stock warrant, or other right to subscribe for or purchase shares of Florida Common Stock.

11. **Rights and Liabilities of Comstock Florida.** On and after the Effective Date, and all in the manner of and as more fully set forth in the Florida Act and the Nevada Law:

(a) the title to all real estate and other property, or any interest therein, owned by each of Comstock Nevada and Comstock Florida shall be vested in Comstock Florida without reversion or impairment;

(b) Comstock Florida shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of Comstock Nevada and Comstock Florida without reversion or impairment;

(c) Comstock Florida shall thenceforth be responsible and liable for all the liabilities and obligations of each of Comstock Nevada and Comstock Florida;

(d) any claim existing or action or proceeding pending by or against Comstock Nevada or Comstock Florida may be continued as if the Merger did not occur or Comstock Florida may be substituted for Comstock Nevada in the proceeding;

(e) neither the rights of creditors nor any liens upon the property of Comstock Nevada or Comstock Florida shall be impaired by the Merger; and

(f) Comstock Florida shall indemnify and hold harmless the officers and directors of each of the parties to this Agreement against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

12. **Termination.** This Agreement may be terminated and abandoned by action of the respective Boards of Directors of Comstock Nevada and Comstock Florida at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties to this Agreement.

13. **Amendment.** The Boards of Directors of Comstock Nevada and Comstock Florida may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of either of Comstock Nevada or Comstock Florida shall not:

(a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto;

(b) change any term of the Articles of Incorporation of Comstock Florida; or

(c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either Comstock Nevada and Comstock Florida.

14. **Registered Office.** The registered office of Comstock Florida in the State of Florida is located at 5100 Town Center Circle, Suite 330, Boca Raton, Florida 33486 and EHG Registered Agents, Inc., is the registered agent of Florida at such address.

15. **Inspection of Agreement.** Executed copies of this Agreement will be on file at the principal place of business of Comstock Florida at 5100 Town Center Circle, Suite 330, Boca Raton, Florida 33486. A copy of this Agreement shall be furnished by Comstock Florida, on request and without cost, to any shareholder of either Comstock Nevada or Comstock Florida.

16. **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

17. **Service of Process.** On and after the Effective Date, Comstock Florida agrees that it may be served with process in Nevada in any proceeding for enforcement of any obligation of Comstock Nevada or Comstock Florida arising from the Merger.

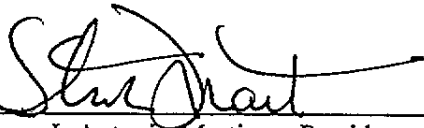
18. **Designation of Nevada Secretary of State as Agent for Service of Process.** On and after the Effective Date, Comstock Florida irrevocably appoints the Secretary of State of Nevada as its agent to accept service of process in any suit or other proceeding to enforce the rights of any shareholders of Comstock Nevada or Comstock Florida arising from the Merger. The Nevada Secretary of State is



requested to mail a copy of any such process to Comstock Florida at 5100 Town Center Circle, Suite 330, Boca Raton, Florida 33486, Attn: J. Antonio Martinez, President.

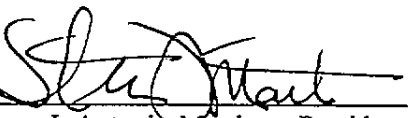
IN WITNESS WHEREOF, each of the parties to this Agreement, pursuant to authority duly granted by their respective Board of Directors, has caused this Agreement to be executed as of the date first written above.

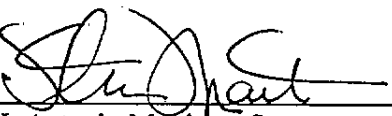
Comstock Industries, Inc., a Nevada  
corporation

By:   
J. Antonio Martinez, President

Attest:   
J. Antonio Martinez, Secretary

Comstock Industries Florida, Inc., a Florida  
corporation

By:   
J. Antonio Martinez, President

Attest:   
J. Antonio Martinez, Secretary