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June 29, 2001

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Secretary of State of Florida  
409 E. Gaines Street  
Tallahassee, Florida 32314  
Attn: Corporate Filings Division

100004456541--3  
-07/02/01--01095--022  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

Re: Merger of Major Management, Inc. With and Into JBH Management, Inc.  
With JBH Management, Inc. Being the Surviving Corporation

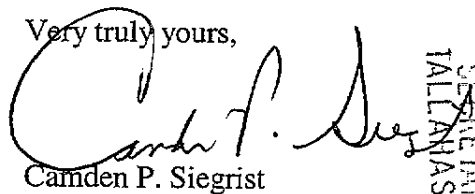
Ladies and Gentlemen:

Please find enclosed for filing in your office one original and one copy of the Articles of Merger, with the Plan of Merger attached, regarding the merger of Major Management, Inc., a West Virginia corporation, with and into JBH Management, Inc., a Florida corporation, with JBH Management, Inc. being the surviving corporation.

Also enclosed is a check payable to the order of the Florida Secretary of State in the amount of \$70.00 in payment of the applicable filing fee. Please forward to me a copy of the Articles of Merger once the same have been filed.

If you have any questions regarding the foregoing, or if I can be of any assistance to you, please contact me at your convenience.

Very truly yours,

  
Camden P. Siegrist

Merger  
7-11-01  
PMS

CPS/wds  
Enclosures

GBB.GBB.0082415

FILED  
01 JUL -2 AM 9:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

MAJOR MANAGEMENT, INC., a West Virginia corporation not qualified in  
Florida

INTO

**JBH MANAGEMENT, INC.**, a Florida entity, P01000064395.

File date: July 2, 2001

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER**  
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F.S.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
JBH MANAGEMENT, INC.	Florida

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
MAJOR MANAGEMENT, INC.	West Virginia

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** Adoption of Merger by surviving corporation -  
The Plan of Merger was adopted by the shareholders of the surviving corporation on June 27, 2001.

**Sixth:** Adoption of Merger by merging corporation -  
The Plan of Merger was adopted by the shareholders of the merging corporation on June 27, 2001.

**Seventh:** SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
JBH Management, Inc.	<u>Joseph B. Holland, Jr.</u>	Joseph B. Holland, Jr., President
Major Management, Inc.	<u>Joseph B. Holland, Jr.</u>	Joseph B. Holland, Jr., President

## **PLAN OF MERGER**

THIS PLAN OF MERGER ("Plan") is made as of the 27<sup>th</sup> day of June, 2001, by and between MAJOR MANAGEMENT, INC., a West Virginia corporation ("Major Management"), and JBH MANAGEMENT, INC., a Florida corporation ("JBH"). The Plan is submitted in compliance with Section 607.1101 Florida Statutes and Section 31-1-117 of Code of West Virginia, 1931, as amended as well as other applicable laws of applicable jurisdictions of the respective corporations subject to the Plan.

### **RECITALS:**

- A. Major Management and JBH desire to merge pursuant to the terms of the Plan.
- B. The Board of Directors of Major Management and JBH, deeming it advisable and in the best interests of Major Management and JBH, and their respective shareholders, have approved the merger of Major Management with and into JBH, upon and subject to the terms, conditions and provisions set forth in this Plan.
- C. Joseph B. Holland, Trustee under Trust Agreement Dated December 5, 1988 (the "Trust"), as sole shareholder of Major Management, has approved this Plan, and the Trust, as sole shareholder of JBH, has approved this plan.

### **AGREEMENT:**

NOW, THEREFORE, it is agreed by the parties hereto as follows:

#### **1. The Merger.**

a. **Merger of Major Management into JBH.** At the "Effective Time" (as defined in b., below), Major Management shall be merged with and into JBH in accordance with the applicable laws of the State of West Virginia and the State of Florida (the "Merger"), the separate existence of Major Management shall thereupon cease, and JBH, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Florida. At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities, and franchises, of a public as well as a private nature, of Major Management and JBH; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due Major Management or JBH, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in Major Management or JBH, shall not revert or be in any way impaired by reason of the Merger. At the Effective Time, the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of Major Management and JBH; and any claim existing or action or proceeding pending by or against Major

Management or JBH may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Major Management or JBH shall be impaired by the Merger.

b. **Effective Time of the Merger.** Major Management and JBH will cause the Merger to be consummated by filing this Plan and Articles of Merger with the Secretary of State of West Virginia and the Secretary of State of Florida in accordance with the applicable laws of such states, in such form as required by and executed in accordance with the relative provisions of, applicable law, on the "Closing Date" (as defined in Section 2.). The Merger shall become effective upon the issuance by the Secretary of State of Florida of a Certificate of Merger ("Effective Time").

c. **Articles of Incorporation and By-Laws of Surviving Corporation.** The Articles of Incorporation of JBH as in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation. The By-Laws of JBH as in effect at the Effective Time shall be the By-Laws of the Surviving Corporation.

d. **Board of Directors and Officers of Surviving Corporation.** The Board of Directors and officers of JBH shall be the Board of Directors and officers of the Surviving Corporation.

e. **Conversion of Shares.** As of the Effective Time, by virtue of the Merger, and without any action on the part of the holders thereof:

(i) each share of common stock of JBH issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation;

(ii) all shares of common stock of Major Management which are held by it as treasury shares shall be cancelled;

(iii) each share of the \$1.00 par value common stock of Major Management ("Common Stock") issued and outstanding immediately prior to the Effective Time shall be exchanged for one share of \$1.00 par value common stock of the Surviving Corporation.

(iv) After the Closing, there shall be no further registration of transfer on the records of Major Management of shares of Common Stock. The holders of shares of Common Stock of Major Management shall have only the right to exchange such shares for shares of the \$1.00 par value common stock of JBH.

2. **Closing.** The deliveries and actions required for the consummation of the Merger pursuant to the terms of this Plan (the "Closing") shall take place on June 27, 2001 (the "Closing Date").

### 3. **General Provisions.**

a. **Governing Law.** This Plan shall be governed by and construed in accordance with the applicable laws of the State of West Virginia and the State of Florida.

b. **Headings.** The headings in this Plan are included for purposes for convenience only and shall not be considered a part of this Plan in construing or interpreting any provision hereof.

c. **Amendments.** Subject to applicable law, this Plan may be amended by a written instrument signed by Major Management and JBH as authorized by their respective Boards of Directors, provided, no amendment shall be made after approval of the Shareholders as set forth in this Plan, without further approval of the Shareholders.

d. **Further Assurances.** Each of the parties hereto agrees to execute and deliver such additional instruments and documents and to take such additional actions as may reasonably be required from time to time in order to effectuate the transactions contemplated by this Plan.

e. **Severability of Provisions.** If any provisions of this Plan or the application thereof to any person or entity or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of the Plan, or the application of such provisions to persons or entities or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed herein.

f. **Binding Effect.** This Plan may not be assigned by any party hereto without the prior written consent of all of the parties hereto. Subject to the foregoing, all of the terms, provisions and conditions of this Plan shall be binding upon and shall inure to the benefit of and be enforceable by any party hereto, and their respective successors and assigns.

g. **Termination.** Major Management or JBH may, at any time prior to the Closing, and whether before or after approval by the Shareholders, terminate this Plan and abandon the Merger by mutual consent or the requisite vote of the Board of Directors of Major Management and JBH.

IN WITNESS WHEREOF, Major Management and JBH, have caused this Plan to be executed by their duly a authorized officers as of the day and year first written above.

MAJOR MANAGEMENT, INC.

By: Joseph B. Holland, Jr.  
Joseph B. Holland, Jr.  
Its President

JBH MANAGEMENT, INC.

By: Joseph B. Holland, Jr.  
Joseph B. Holland, Jr.  
Its President