

CAPITAL CONNECTION INC.

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PD1000107400

High Mark Associates LLC
into
High Mark Associates Inc

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*****60.00 *****60.00

Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Trade/Service Mark _____
Merger File _____
✓ 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 _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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RECEIVED
DIVISION OF CORPORATION

Signature _____

Requested by: LW 11/7

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HIGH MARK ASSOCIATES, LLC, L00000012163, a Florida Limited Liability Company

INTO

HIGH MARK MERGER, INC. which changed its name to

HIGH MARK ASSOCIATES, INC., a Florida entity, P01000107400.

File date: November 7, 2001

Corporate Specialist: Michelle Hodges

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
HIGH MARK ASSOCIATES, LLC
INTO
HIGH MARK ASSOCIATES, INC.**

Pursuant to § 607.1105 of the Florida Statutes, the undersigned corporations, High Mark Associates, Inc., a Florida corporation, and High Mark Associates, LLC, a Florida limited liability company, adopt the following Articles of Merger for the purpose of merging High Mark Associates, LLC into High Mark Associates, Inc.:

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of High Mark Associates, LLC into High Mark Associates, Inc. is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. All the issued and outstanding shares of High Mark Associates, LLC that were entitled to vote on the Plan of Merger voted in favor of the Plan of Merger at a special meeting of the shareholders of High Mark Associates, LLC, held on September 28, 2001.


3. All the issued and outstanding shares of High Mark Associates, Inc. that were entitled to vote on the Plan of Merger voted in favor of the Plan of Merger at a special meeting of the shareholders of High Mark Associates, Inc., held on September 28, 2001.

Effective Date

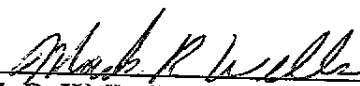
4. The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of October 31, 2001.

HIGH MARK ASSOCIATES, LLC

By: 
John J. Pennachio, Managing Member

HIGH MARK ASSOCIATES, INC.

By: 
Mark R. Wells, President

PLAN AND AGREEMENT OF REORGANIZATION

by merger of
HIGH MARK ASSOCIATES, LLC C 000000/12/03
with and into
HIGH MARK MERGER, INC. PD1000/07400
under the amended name of
HIGH MARK ASSOCIATES, INC.

This is a Plan and Agreement of Merger (Agreement) between High Mark Associates, LLC, a Florida limited liability company (the Merging Corporation), and High Mark Merger, Inc., a Florida corporation, whose name is amended herein to High Mark Associates, Inc.

ARTICLE 1. PLAN OF MERGER

1.01. A plan of merger of High Mark Associates, LLC and High Mark Merger, Inc., pursuant to § 607.1101 of the Florida Statutes, is adopted as follows:

- (a) High Mark Associates, LLC shall be merged with and into High Mark Merger, Inc., to exist and be governed by the laws of the State of Florida.
- (b) The name of the Surviving Corporation shall be High Mark Associates, Inc., as provided for in paragraph (h) below.
- (c) When this agreement shall become effective, the separate corporate existence of High Mark Associates, LLC shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of High Mark Associates, LLC and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- (d) The Surviving Corporation will carry on business with the assets of High Mark Associates, LLC, as well as with the assets of High Mark Associates, Inc.
- (e) The shareholders of High Mark Associates, LLC will surrender all of their shares in the manner hereinafter set forth.
- (f) In exchange for the shares of High Mark Associates, LLC surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.
- (g) The shareholders of High Mark Associates, Inc. will retain their shares as shares of the Surviving Corporation.

(h) (1) Article I- Name of the Articles of Incorporation of High Mark Merger, Inc. is amended to read as follows: "The name of the corporation is High Mark Associates, Inc."

(2) Except as amended in Subparagraph (h)(1), the Articles of Incorporation of High Mark Merger, Inc. shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be the date when the Articles of Merger are filed by the Department of State.

ARTICLE 2 - OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Submission to Shareholders

2.01. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

ARTICLE 3 - MANNER OF CONVERTING SHARES

Manner

3.01. The holders of shares of High Mark Associates, LLC shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 3.

Basis

3.02 (a) The shareholders of High Mark Associates, LLC shall be entitled to receive shares of the Surviving Corporation, on the basis of one share for each share of common stock or ownership of High Mark Associates, LLC for one share of common stock of High Mark Associates, Inc. (one cent par value).

ARTICLE 4 - DIRECTORS AND OFFICERS

Directors and Officers of Survivor

4.01 (a) The present Board of Directors of High Mark Associates, LLC shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) All persons who as of the Effective Date of the merger shall be executive or administrative officers of High Mark Associates, Inc. shall remain as officers of the Surviving

Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 5 - BYLAWS

Bylaws of Survivor

5.01 The bylaws of High Mark Associates, Inc., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 6 - INTERPRETATION AND ENFORCEMENT

Further Assurances


6.01 High Mark Associates, LLC agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed all deeds and other instruments. High Mark Associates, LLC further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on October 21, 2001.

HIGH MARK ASSOCIATES, LLC

By: 
John J. Pennachio, Managing Member

HIGH MARK ASSOCIATES, INC.

By: 
Mark R. Wells, President