

CT CORPORATION SYSTEM

PO1000120738

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TALLAHASSEE, FLORIDA

M/A/S Capital Corp. Merging into: M/A/S Capital Corp.

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Merger

Use Cust Check, keep the \$3.00

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*****81.75 *****78.75

- Profit
- Nonprofit
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- Merger
- Mark
- Other
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- UCC
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JK

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

M/A/S CAPITAL CORP., a Massachusetts corporation not authorized to transact
business in Florida

INTO

M/A/S CAPITAL CORP., a Florida entity, P01000120738

File date: December 28, 2001

Corporate Specialist: Annette Ramsey

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
<u>M/A/S Capital Corp.</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>M/A/S Capital Corp.</u>	<u>Massachusetts</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 24, 2001 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 24, 2001.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 24, 2001 is entered into by and between M/A/S Capital Corp., Inc., a corporation organized under the laws of the State of Florida ("M/A/S (Florida)"), and M/S/A Capital Corp., Inc., a corporation organized under the laws of the Commonwealth of Massachusetts ("M/A/S (Massachusetts)"). The two corporations are hereinafter sometimes called the "Constituent Corporations." M/A/S (Florida) is hereinafter also sometimes referred to as the "Surviving Corporation" and M/S/A (Massachusetts) is hereinafter also sometimes referred to as the "Merged Corporation."

WITNESSETH THAT:

WHEREAS, the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that M/A/S (Massachusetts) be merged with and into M/A/S (Florida) under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Florida and the Commonwealth of Massachusetts in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, M/A/S (Florida), by its Articles of Incorporation filed with the Florida Secretary of State of the State of Florida on December 21, 2001, has an authorized capital stock consisting of: (i) 700,000 shares of Common Stock, \$.01 par value per share, of which 100,000 shares are issued and outstanding of record; and

WHEREAS, M/A/S (Massachusetts), by its Articles of Organization and Articles of Amendment filed with the Secretary of the Commonwealth of Massachusetts on July 26, 1989 and December 20, 1993, respectively, has an authorized capital stock consisting of: (i)

700,000 shares of Common Stock, \$.01 par value, of which 433,350 shares are issued and outstanding of record;

WHEREAS, the registered office of M/A/S (Florida) in the State of Florida is located at 220 Sunrise Avenue, Suite 206, Palm Beach, FL 33480; and the registered office of M/A/S (Massachusetts) in the Commonwealth of Massachusetts is located at 29 Commonwealth Avenue, Suite 910, Boston, Massachusetts 02116.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: M/A/S (Florida) hereby merges into itself M/A/S (Massachusetts) and M/A/S (Massachusetts) shall be and hereby is merged into M/A/S (Florida), which shall be the Surviving Corporation. The separate existence of M/A/S (Massachusetts) shall cease at the effective date of the merger, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement and Plan of Merger and except as continued in the Surviving Corporation.

SECOND: The Articles of Incorporation of M/A/S (Florida), as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the charter of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The manner of converting the outstanding shares of the capital stock of the Merged Corporation into the shares of the Surviving Corporation shall be as follows:

(a) The issued and outstanding shares of Common Stock of the Surviving Corporation shall not be converted or exchanged in any manner, but each said share of Common Stock which is issued when the merger takes effect shall continue to represent one issued share of the Surviving Corporation.

(b) Each share of Common Stock of the Merged Corporation which shall be outstanding on the effective date of the merger, and all rights in respect thereof shall, without any further action on the part of anyone, be changed and converted into one (1) share of Common Stock of the Surviving Corporation on and as of the effective date of the merger.

(c) After the effective date of the merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of the Merged Corporation shall cease to have any rights as a stockholder of the Merged Corporation except as such are expressly reserved to such stockholder by statute. After the effective date of the merger each holder of any outstanding certificate or certificates representing shares of Common Stock of the Merged Corporation shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of Common Stock of the Surviving Corporation on the basis provided in subsection (b) immediately above. Until so surrendered, the certificates representing the outstanding shares of the Common Stock of the Merged Corporation to be converted into the Common Stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though such surrender and exchange has taken place.

FOURTH: The terms and conditions of the merger are as follows:

(a) The By-laws of the Surviving Corporation as they shall exist on the effective date of the merger shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified.

(c) At and after the effective date of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of either of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving

Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

(d) As of the effective date of the merger, the Surviving Corporation hereby (i) agrees that, so long as any such liability of the Merged Corporation or the Surviving Corporation remains outstanding in the Commonwealth of Massachusetts, it may be sued in the Commonwealth of Massachusetts for any prior obligation of the Merged Corporation and any obligation of the Surviving Corporation thereafter incurred, including the obligations created by Massachusetts General Laws, Chapter 156B, Section 85 and (ii) irrevocably appoints the Secretary of State of the Commonwealth of Massachusetts as its agent for service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Massachusetts General Laws, Chapter 181.

(e) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(f) This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The merger shall take effect when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the Massachusetts Business Corporation Law, and the Florida Business Corporation Act, are accepted for filing by the appropriate office of the Secretary of State of each of the Commonwealth of Massachusetts and the State of Florida.

(g) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (ii) the mutual consent of the Constituent Corporations, each acting by its Board of Directors, at any time after such adoption by such stockholders and prior to the effective date of the merger. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

(h) This Agreement and Plan of Merger constitutes a Plan of Reorganization under the Internal Revenue Code, Sections 361 and 368, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.


(i) All corporate acts, plans, policies, approvals and authorizations of M/A/S (Massachusetts), its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies,

approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on M/A/S (Massachusetts). The employees of M/A/S (Massachusetts) shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of M/A/S (Massachusetts).


(j) From the effective date of the merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement and Plan of Merger.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the President and Treasurer and attested by the Clerk of each party hereto.

M/A/S CAPITAL CORP.
(a Massachusetts corporation)

By: 
Name: Robert M. Jaffe
Title: President and Treasurer

M/A/S CAPITAL CORP.
(a Florida Corporation)

By: 
Name: Robert M. Jaffe
Title: President and Treasurer

Clerk's Certificate of M/A/S Capital Corp.

I hereby certify that the Agreement and Plan of Merger was duly adopted by the Shareholders of M/A/S Capital Corp., a Massachusetts corporation, by Unanimous Written Consent of the Shareholders dated December 24, 2001.



Arthur D. Gold
Clerk

Clerk's Certificate of M/A/S Capital Corp.

I hereby certify that the Agreement and Plan of Merger was duly adopted by the Shareholders of M/A/S Capital Corp., a Florida corporation, by unanimous written consent dated as of December 24, 2001.



Robert M. Jaffe
Clerk