

# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

P02000032541

Champion Group Holdings Inc.

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-10/02/02--01042--014  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

RECEIVED

02 OCT -2 AM 11:56

STATE OF FLORIDA  
TALLAHASSEE

O.K. per Susan P.

C. Coulllette OCT 02 2002

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

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

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2002 OCT -2 PM 3:54

FILED

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

CHAMPION GROUP HOLDINGS, INC., a Florida corporation, P02000032541

INTO

**BETHEL HOLDING, INC.**, a Nevada entity not qualified in Florida.

File date: October 2, 2002

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER**  
**OF**  
**CHAMPION GROUP HOLDINGS, INC.**  
**(a Florida corporation)**  
**INTO**  
**BETHEL HOLDING, INC.**  
**(a Nevada corporation)**

FILED  
2002 OCT -2 PM 3:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to section 607.1105 of the Florida Business Corporation Act, and applicable Nevada Law, Champion Group Holdings, Inc., Inc., a Florida corporation, and Bethel Holdings, Inc., a Nevada corporation, certify that:

- First:           The name and state of the constituent corporations of the merger are:
- |                               |                            |
|-------------------------------|----------------------------|
| Champion Group Holdings, Inc. | A Florida corporation, and |
| Bethel Holdings, Inc.         | A Nevada corporation       |
- Second:        An agreement and plan of merger dated September 30, 2002, between Champion Group Holdings, Inc. and Bethel Holdings, Inc. (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by shareholders of each constituent corporations in accordance with the respective laws of the Florida and Nevada.
- Third:          The name of the corporation that survives the merger is Bethel Holdings, Inc. (the "surviving corporation") which shall change its name to Champion Group Holdings, Inc.
- Fourth:         The certificate of incorporation of Bethel Holdings, Inc. is the certificate of incorporation of the surviving corporation.
- Fifth:          The executed Merger Agreement is on file at the office of the surviving corporation located at 500 East Broward Blvd., Suite 1600, Ft. Lauderdale, FL 33394.
- Sixth:         The surviving corporation will furnish a copy of the Merger Agreement upon request and without charge to any stockholder of either constituent corporation.

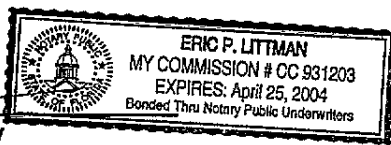
Seventh: This certificate of merger is effective when it is filed in the office of the Secretary of State of the State of Florida and the Secretary of State of Nevada.

30 WHEREFORE, the undersigned has caused this certificate to be executed this day of September, 2002.

Champion Group Holdings, Inc.

Bethel Holdings, Inc.

By: V. Ray Harlow  
V. Ray Harlow



By: Art Malone, Jr.  
Art Malone, Jr., President

STATE OF FL  
COUNTY OF Miami-Dade

Sworn to and subscribed before me this 30 day of September 2002, by V. Ray Harlow, as President of Champion Group Holdings, Inc., who is personally known to me or who provided an identification.

Notary Public

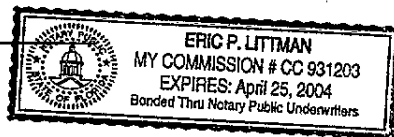
Commission Expires:

STATE OF FL  
COUNTY OF Miami-Dade

Sworn to and subscribed before me this 30 day of September, 2002, by Art Malone, Jr., as President of Bethel Holdings, Inc., who is personally known to me or who provided an identification.

Notary Public

Commission Expires:



## **MERGER AGREEMENT**

This agreement of merger is made this 30<sup>TH</sup> day of September 2002, by and between Bethel Holdings, Inc., a Nevada corporation with its principal place of business at 6143 Lake Lindero, Aguora, CA 91310 ("the Surviving Corporation"), and Champion Group Holdings, Inc., a Florida corporation with its principal place of business at 500 East Broward Blvd., Suite 1600, Ft. Lauderdale, FL 33394 ("the Absorbed corporation").

### **RECITALS**

1. Champion Group Holdings, Inc. ("Champion") is a corporation duly organized and existing under the laws of the State of Florida, with its principal place of business at 500 East Broward Blvd., Suite 1600, Ft. Lauderdale, FL 33394.

2. Champion has 10 common shares of common stock issued and outstanding.

3. Bethel Holdings, Inc. ("Bethel") is a corporation duly organized and existing under the laws of the State of Nevada, with its principal place of business at 6143 Lake Lindero, Aguora, CA 91301.

4. Bethel has authorized capital of 50,000,000 shares of common stock, no par value, and 10,000,000 shares of preferred stock, no par value of which 3,815,729 shares of common stock are issued and outstanding; and no shares of preferred stock are issued and outstanding.

5. The boards of directors of the constituent corporations deem it desirable and in the best interests of the corporations and their shareholders that Champion be merged into Bethel, in accordance with Florida Statute 607.1101 in order that the corporation qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of

the Internal Revenue Code and Florida Statute 607.1101.

In consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, the constituent corporations agree as follows:

**SECTION ONE - MERGER**

6. Champion shall merge into Bethel, which shall be the surviving corporation.

**SECTION TWO - TERMS AND CONDITIONS**

7. On the effective date of the merger, the separate existence of the absorbed corporation shall cease, and the surviving corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property: real, personal, and mixed, of the absorbed corporation, without the necessity for any separate transfer. The surviving corporation shall thereafter be responsible and liable for all liabilities and obligations of the absorbed corporation, and neither the rights of creditors nor any liens on the property of the absorbed corporation shall be impaired by the merger.

8. On the effective date, the separate existence of Champion shall cease, and Bethel shall be fully vested in Champion's rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Florida Statute 607.1106.

9. If at any time after the effective date Bethel shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this agreement, the appropriate officers of Bethel or Champion, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of Bethel, any and all proper conveyances, agreements, documents, instruments, and assurances and

perform all necessary or proper acts to vest, perfect, confirm, or record such title thereto in Bethel or to otherwise carry out the provisions of this agreement.

10. After the effective date of the merger, each holder of certificates for shares of Champion shall surrender them to Bethel in such manner as Bethel shall legally require. On receipt of such certificates, Bethel shall issue and exchange therefor certificates for shares of Bethel, representing the number of shares of such stock to which such holder is entitled as provided for herein. Holders of certificates of shares of Bethel shall not be entitled to dividends payable on shares of stock in the surviving corporation until certificates have been issued to such shareholders. Thereafter, each such shareholder shall be entitled to receive any dividends on shares of the surviving corporation issuable to them hereunder that may have been declared and paid between the effective date of the merger and the issuance to such shareholder of the certificate for such shares in the surviving corporation.

### SECTION THREE - CONVERSION OF SHARES

11. The manner and basis of converting the shares of the absorbed corporation into shares of the surviving corporation is as follows:

A. Each share of common stock of Champion owned prior to the Merger, such shareholder will receive 961,598.6 shares of common stock of Bethel.

B. All shares of Bethel stock into which shares of Champion stock shall have been converted and become exchangeable for pursuant to this agreement shall be deemed to have been paid in full satisfaction of such converted shares.

### SECTION FOUR - ARTICLES OF INCORPORATION

12. The Articles of Incorporation of the surviving corporation shall continue to be

its Articles of Incorporation following the effective date of the merger and after the merger, the Bethel's Articles of Incorporation shall be amended to change its corporate name to Champion Holdings Group, Inc.

#### SECTION FIVE - BY-LAWS

13. The by-laws of the surviving corporation shall continue to be its bylaws following the effective date of the merger.

#### SECTION SIX - DIRECTORS AND OFFICERS

14. The directors and officers of the surviving corporation as of the date of the merger, shall be:

V. Ray Harlow	Chairman of the Board, President, Chief Executive Officer and Chief Operating Officer, Director
Javier Ortiz	Executive Vice President, Director, Secretary
Art Malone	Director

#### SECTION SEVEN - APPROVAL OF SHAREHOLDERS

15. This Agreement of Merger shall be submitted for the approval of the shareholders of the constituent corporations in the manner provided by applicable law at meetings to be held at such time as the boards of directors of the constituent corporations may agree.

#### SECTION EIGHT - EFFECTIVE DATE

16. The effective date of this merger shall be the date when a certificate of merger is filed with the Secretary of States of Florida and Nevada.



**SECTION NINE - ABANDONMENT OF MERGER**

17. This agreement of merger may be abandoned by action of the board of directors of either the surviving or the absorbed corporation at any time prior to the effective date on the happening of either of the following events:

A. If the merger is not approved by the shareholders of either of the constituent corporations, or

B. If, in the judgment of the board of directors of either of the constituent corporations, the merger would be impracticable due to the number of dissenting shareholders asserting appraisal rights under applicable state law.

**SECTION TEN - EXECUTION OF AGREEMENT**

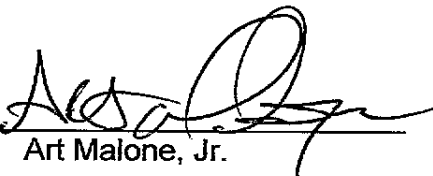
18. This agreement of merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

EXECUTED on behalf of the parties by their officers, and sealed with their corporate seals, respectively, pursuant to the authorization of their respective boards of directors on the date first written above.

Champion Group Holdings, Inc.

Bethel Holdings, Inc.

By:   
V. Ray Harlow

By:   
Art Malone, Jr.