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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

GCC-ARCA HOLDINGS, INC.

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Merger

10/23/02
DC

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

GCC-ARCA, INC., a Florida corporation, P94000068347

INTO

GCC-ARCA HOLDINGS, INC., a Florida entity, P02000113212.

File date: October 23, 2002

Corporate Specialist: Darlene Connell



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

October 23, 2002

GCC-ARCA HOLDINGS, INC.
5123 BELLEVILLE AVE
ORLANDO, FL 32812

SUBJECT: GCC-ARCA HOLDINGS, INC.
REF: P02000113212

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

PLEASE CORRECT THE CORPORATE NAME OF THE MERGING CORPORATION, IN THE HEADING OF THE DOCUMENT, TO READ: GCC-ARCA, INC. THE COMMA IS MISSING IN THE NAME AFTER GCC-ARCA.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell
Document Specialist

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FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

October 22, 2002

GCC-ARCA HOLDINGS, INC.
5123 BELLEVILLE AVE
ORLANDO, FL 32812

SUBJECT: GCC-ARCA HOLDINGS, INC.
REF: P02000113212

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please include the exhibit(s) referred to in your document.

SINCE ARTICLE V, SECTION 5.4 STATES THAT THE ARTICLES OF INCORPORATION OF THE SURVIVOR ARE "ATTACHED HERETO" THEY MUST BE PART OF THE DOCUMENT.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson
Document Specialist

FAX Aud. #: R02000215638
Letter Number: 702A00058448

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ARTICLES OF MERGER

of

GCC-ARCA, INC.
(a Florida corporation)

and

GCC-ARCA HOLDINGS, INC.
(a Florida corporation)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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To the Secretary of State
State of Florida

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the corporations herein named do hereby adopt the following articles of merger.

1. Annexed hereto as Exhibit A, and made a part hereof, is the Agreement and Plan of Merger for merging GCC-ARCA, Inc., a Florida corporation, with and into GCC-ARCA Holdings, Inc., a Florida corporation, whereby GCC-ARCA Holdings, Inc. will continue in its existence as the surviving corporation (the "Merger").

2. The Agreement and Plan of Merger was approved and adopted by GCC-ARCA, Inc., the sole shareholder of GCC-ARCA Holdings, Inc., by written consent dated as of October 4, 2002.

3. The Agreement and Plan of Merger was approved and adopted by a majority of the shareholders of GCC-ARCA, Inc. at a special meeting of shareholders held on October 14, 2002.

4. The Merger shall become effective on the date that these Articles of Merger are filed with the Secretary of State of the State of Florida.

Executed as of and effective the 18th day of October, 2002.

GCC-ARCA, INC.,
a Florida corporation

By: Alan S. Willsey
Alan Willsey, President

GCC-ARCA HOLDINGS, INC.,
a Florida corporation

By: Alan S. Willsey
Alan Willsey, President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 4th day of October, 2002, by and between GCC-ARCA, INC., a Florida corporation ("Parent"), and GCC-ARCA HOLDINGS, INC., a Florida corporation ("Subsidiary" or the "Surviving Corporation" and collectively with Parent, the "Corporations"), with Parent merging with and into Subsidiary, such that the separate existence of Parent shall cease and Subsidiary shall continue as the surviving corporation (the "Merger").

RECITALS:

WHEREAS, the Boards of Directors and the shareholders of the Corporations deem it advisable and in the best interests of the Corporations and shareholders to merge the Corporations; and

WHEREAS, it is the intention of the parties hereto that the Merger shall constitute a tax-free reorganization, as defined in Section 368 of the Internal Revenue Code of 1986, as amended, and that this Agreement and Plan of Merger shall also constitute a Plan of Reorganization.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE V

MERGER

5.1 **The Merger.** Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Business Corporation Act ("FBCA"), Parent shall be merged with and into Subsidiary. Following the Merger, Subsidiary shall continue as the surviving corporation and shall continue its existence under the laws of the State of Florida, and the separate corporate existence of Parent shall cease.

5.2 **Effective Date and Effective Time.** Articles of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA. The Merger shall be effective immediately upon filing the Articles of Merger with the Secretary of State of the State of Florida (the date and time of filing being referenced to herein as the "Effective Date" and the "Effective Time," respectively).

5.3 **Effect of the Merger.** At the Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Corporations, and be subject to all the restrictions, disabilities and duties of each

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of the Corporations so merged; and all of the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed, and all debts due to either of the Corporations on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the Corporations; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or otherwise, in either of the Corporations, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Corporations, and all rights of creditors and all liens upon any property of either of the Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

5.4 Articles of Incorporation and Bylaws of Surviving Corporation. From and after the Effective Time, the Articles of Incorporation of Subsidiary (the "Articles"), and the bylaws of Subsidiary in effect immediately prior to the Effective Time, shall be the Articles and bylaws, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Articles or such bylaws.

5.5 Directors and Officers of Surviving Corporation. The directors and officers of Subsidiary immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Articles and bylaws of the Surviving Corporation, or as otherwise provided by law.

ARTICLE VI

CONVERSION AND EXCHANGE OF SECURITIES

6.1 Conversion of Common Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of Subsidiary, Parent, or the shareholders of Parent, the outstanding shares of common stock of Parent ("Parent Common Stock") shall be converted into corresponding shares of common stock of Subsidiary.

6.2 Effect of Share Conversion. At the Effective Time, all shares of Parent Common Stock converted pursuant to this Article II shall cease to be outstanding and shall automatically be cancelled and retired, and shall cease to exist, and each such certificate (a "Certificate") previously evidencing Parent Common Stock, respectively, outstanding immediately prior to the Effective Time shall thereafter represent the right to receive a certificate evidencing shares of common stock of Subsidiary into which such Parent Common Stock were converted in the Merger pursuant to this Article II. At the Effective Time, all shares of capital stock of Subsidiary shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

6.3 Surrender of Certificates. After the Effective Time, each holder of a Certificate immediately prior to the Effective Time shall surrender same to the Surviving Corporation and shall receive in exchange therefore a new certificate, representing the appropriate number of shares of common stock in the Surviving Corporation. Until so surrendered, each Certificate

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shall, by virtue of the Merger, be deemed for all purposes to evidence ownership of the appropriate number of shares of common stock of the Surviving Corporation.

ARTICLE VII

CONDITIONS

The obligations of each party hereto to perform this Agreement and to consummate the transaction contemplated hereby shall be subject to the following:

7.1 Shareholder Approval. The approval and adoption by the shareholders of both Parent and Subsidiary holding at least a majority of the outstanding voting capital stock, respectively.

7.2 Sale of Assets and Reverse Split. (i) the consummation of the sale of substantially all of Parent's assets to ARCA-GNC Acquisition, L.L.C. ("ARCA"), a wholly-owned subsidiary of Archipelago Holdings, L.L.C. pursuant to the terms of an Asset Purchase Agreement by and among ARCA, Archipelago and Parent dated August 20, 2002; and (ii) the effectuation of a 50,000 to 1 reverse split of the capital stock of Parent.

ARTICLE VIII

MISCELLANEOUS

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law rules thereof.

8.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

8.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

8.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

8.5 Authorization. The Boards of Directors and the proper officers of the Corporations are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to effectuate or consummate any of the provisions of this Agreement or of the Merger herein provided for.

8.6 Modification or Amendment. Subject to the applicable provisions of the FBCA, at any time prior to the approval of this Agreement by the shareholders of Parent, the parties hereto may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective parties.

8.7 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Boards of Directors of the Corporations at any time before the Effective Date, whether before or after approval of this Agreement by the shareholders of Parent.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf and attested by its officers thereunto duly authorized, all as of the date first above written.

GCC-ARCA, INC.,
a Florida corporation

By: _____
Alan Willsey, President

GCC-ARCA HOLDINGS, INC.
a Florida corporation

By: _____
Alan Willsey, President