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MERGER OR SHARE EXCHANGE
FIELDS PAG, INC.

Certificate of Status	1
Certified Copy	0
Page Count	09
Estimated Charge	\$78.75

Merger/cus
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER
OF
MATHENY IMPORTS, INC., a Florida corporation
WITH AND INTO
FIELDS PAG, INC., a Florida corporation**

The following Articles of Merger are being executed and filed on this 1st day of October, 2014, and are to be in effect as of October 1, 2014, in accordance with Sections 607.1101, 607.1004 and 607.1105 of the Florida Business Corporation Act (the "FBCA").

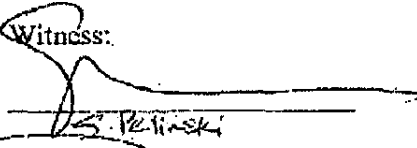
1. The merging entity is MATHENY IMPORTS, INC., a Florida corporation (the "Merging Corporation"). The surviving entity is FIELDS PAG, INC., a Florida corporation (the "Surviving Corporation").
2. The Agreement and Plan of Merger (the "Agreement and Plan of Merger") attached as Exhibit A to these Articles of Merger satisfies the requirements of Sections 607.1101 and 607.1104 of the FBCA and was approved and adopted by the board of directors of the Merging Corporation on October 1, 2014 in accordance with Florida Statutes.
3. The Agreement and Plan of Merger satisfies the requirements of Sections 607.1101 and 607.1104 of the FBCA and was approved and adopted by the board of directors of the Surviving Corporation on October 1, 2014 in accordance with the Florida Statutes.
4. Pursuant to Section 607.1104 of the FBCA, no shareholder approval by either the Merging Corporation or the Surviving Corporation is required to consummate this merger.
5. The effective date of the merger shall be October 1, 2014.

[SIGNATURES ON THE FOLLOWING PAGE]

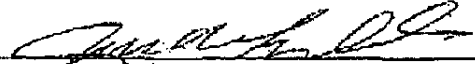
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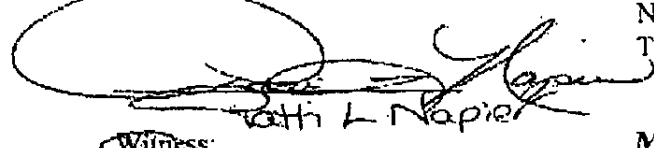
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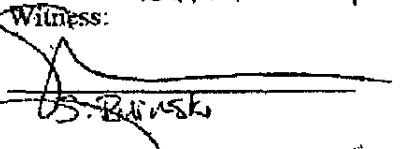
IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer.

Witness:

S. Brinski

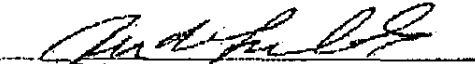
FIELDS PAG, INC.

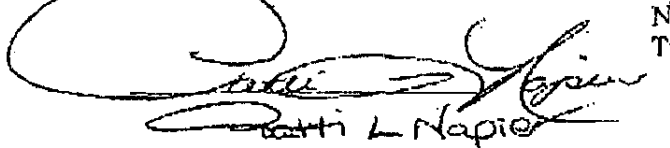
By: 
Name: John R. Fields
Title: President


Patti L. Napier

Witness:

S. Brinski

MATHENY IMPORTS, INC.

By: 
Name: John R. Fields
Title: President


Patti L. Napier

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STATE OF ILLINOIS §
COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 1st day of October, 2014, by John R. Fields, as the President of FIELDS PAG, INC., a Florida corporation, on behalf of the corporation. He [x] is personally known to me or [] has produced _____ as identification.



Signature of Notary Public
Print Name: Patti L. Napier
Notary Public - State of IL
My Commission Expires: 6-19-2017
Commission No: _____

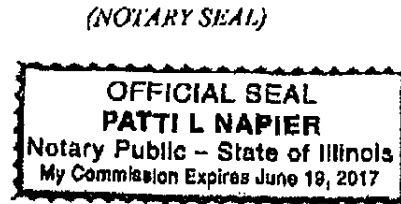


STATE OF ILLINOIS §
COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 1st day of October, 2014, by John R. Fields, as the President of MATHIENY IMPORTS, INC., a Florida corporation, on behalf of the corporation. He [x] is personally known to me or [] has produced _____ as identification.



Signature of Notary Public
Print Name: Patti L. Napier
Notary Public - State of IL
My Commission Expires: 6-19-2017
Commission No: _____



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EXHIBIT A
PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 1st day of October 2014, by and between Matheny Imports, Inc., a Florida corporation (the "Merged Corporation"), and Fields PAG, Inc., a Florida corporation (the "Surviving Corporation") in accordance with the provisions of the Florida Business Corporation Act (the "FCBA"). The Merged Corporation and the Surviving Corporation hereinafter sometimes referred to as the "Constituent Entities."

RECITALS

WHEREAS, the Merged Corporation, filed its Articles of Incorporation with the Department of State of the State of Florida on December 4, 1969, a Certificate of Amendment to the Articles of Incorporation on August 9, 1974 and an Articles of Amendment to the Articles of Incorporation on December 10, 1990;

WHEREAS, the Surviving Corporation filed its Articles of Incorporation with the Department of State of the State of Florida on January 7, 2003, and filed an amendment thereto on April 20, 2005;

WHEREAS, the Constituent Entities desire to effect a merger in which the Merged Corporation merges with and into the Surviving Corporation (the "Merger");

WHEREAS, Section 607.1104 of the FCBA authorizes the merger of a domestic parent corporation with its domestic subsidiary corporation; and

WHEREAS, the Surviving Corporation owns 100% of the outstanding stock of the Merged Corporation;

WHEREAS, the respective boards of directors of each Constituent Entity has approved and adopted this Agreement Plan of Merger and the other transactions contemplated hereby, in each case after making a determination that this Agreement and Plan of Merger and such other transactions contemplated hereby are advisable and fair to, and in the best interests of, each Constituent Entity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, hereinafter set forth, the parties hereto agree as follows:

I. **Merger.**

(a) **Merger.** The Merged Corporation shall merge with and into the Surviving Corporation in accordance with the FCBA and pursuant to the terms of this Agreement and Plan of Merger. The Surviving Corporation shall be the surviving entity in the merger.

(b) **Effective Date.** The merger shall become effective on October 1, 2014 (the "Effective Date").

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(c) **Rights of the Surviving Corporation.** Upon the Effective Date: (i) the Merged Corporation and the Surviving Corporation shall become a single corporation and the separate existence of the Merged Corporation shall cease; (ii) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Corporation which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Corporation, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Corporation shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Corporation shall not revert or in any way be impaired by reason of the Merger; (iii) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (iv) without limitation of the foregoing provisions of this Section 1(c), all corporation acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Entities.

(d) **Articles of Incorporation and By-Laws.**

i. From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Date, will be the Articles of Incorporation of the Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Florida.

ii. From and after the Effective Date, the By-laws of the Surviving Corporation, as in effect immediately prior to the Effective Date, will be the By-laws of the Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Florida.

(e) **Directors And Officers.**

i. The number of directors of the Surviving Corporation immediately prior to the Effective Date will be the number of directors of the Surviving Corporation from and after the Effective Time, until such number is altered in accordance with the laws of the State of Florida. The directors of the Surviving Corporation immediately prior to the Effective Date will be the directors of the Surviving Corporation from and after the Effective Date and will hold office from and after the Effective Date in accordance with the By-laws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

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ii. The officers of the Surviving Corporation immediately prior to the Effective Time will be the officers of the Surviving Corporation from and after the Effective Time and will hold the same offices from and after the Effective Time in accordance with the By-laws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

(f) **Terms of Merger.** At the Effective Date, the shares of capital stock of the Merged Corporation will be converted into shares of capital stock of the Surviving Corporation as follows:

i. Each share of the Merged Corporation's Common Stock issued and outstanding immediately before the Effective Date will, automatically and without further act of the Merged Corporation, the Surviving Corporation, or any holder thereof, be cancelled and cease to exist, without any consideration being payable therefor;

ii. Any share of the Merged Corporation's Common Stock held in the treasury immediately before the Effective Date will, automatically and without further act of the Merged Corporation, the Surviving Corporation, or any holder thereof, be cancelled and cease to exist, without any consideration being payable therefor;

iii. Each person who, as a result of the merger, holds one or more certificates representing one or more shares of the Merged Corporation's Common Stock may surrender any such certificate to the Surviving Corporation; and

iv. At the Effective Date, all of the shares of capital stock of the Surviving Corporation issued or outstanding immediately before the Effective Date will continue to be issued and outstanding.

(g) **Rights as Sole Shareholder of Merged Company.** The Surviving Corporation, as sole shareholder of the Merged Company, hereby acknowledges that (i) it may be entitled to appraisal rights for its shares if it were to dissent to the merger pursuant to 607.1321 of the FBCA and (ii) that by signing this Agreement and Plan of Merger, it waives all mailing requirements of Surviving Corporations required by 607.1004 of the FBCA.

2. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

(b) **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

(c) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to its choice of laws provisions.

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(d) **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(e) **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

(f) **Further Assurances.** Each party further agrees to use its reasonable best efforts to ensure that the purposes of this Agreement (and any related documents and agreements referred to herein) are realized and to take such further actions or steps, and execute and deliver (and, as appropriate, file) such further documents, certificates, instruments and agreements, as are reasonably necessary to implement the provisions of this Agreement.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

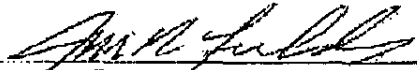
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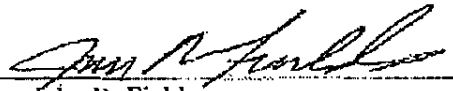
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FIELDS PAC, INC.

By: 
Name: John R. Fields
Title: President

MATHENY IMPORTS, INC.

By: 
Name: John R. Fields
Title: President

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