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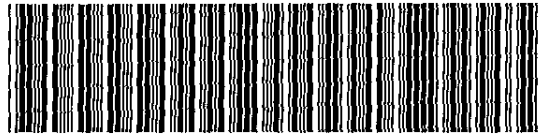
(Business Entity Name)

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03 AUG 19 AM 11:08  
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2003 AUG 19 PM 4:36  
DIVISION OF CORPORATION TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

C. Coulliette AUG 20 2003

  
**CT CORPORATION**

August 19, 2003

Secretary of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 5915950 SO  
Customer Reference 1:  
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Steico, Inc.  
Merger (Survivor)  
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Ashley A Mitchell  
Fulfillment Specialist  
Ashley\_Mitchell@cch-lis.com

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

DOMESTIC CORPORATION AND FOREIGN CORPORATION  
ARTICLES OF MERGER

FILED  
2003 AUG 19 4:36 PM  
TALLAHASSEE, FLORIDA  
CLERK OF STATE

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the names of the states under the laws of which such corporations are organized are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Steico Imports, Ltd.	New York
Steico, Inc.	Florida

SECOND: The laws of the state under which such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: The domestic corporation complies with the applicable provisions of Sections 607.1101-607.1104F.S. and as the surviving corporation of the merger, with Section 607.1105 F.S. (as set forth below).

FOURTH: The plan of merger is as follows:

(1) Steico Imports, Ltd., a New York corporation ("**Steico New York**") and Steico, Inc., a Florida corporation (the "**Surviving Corporation**") are planning to merge. Steico New York will merge into Steico, Inc., the Surviving Corporation;

(2) On the Effective Date, the separate existence of Steico New York shall cease, and Steico New York shall be merged into the Surviving Corporation, which shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of the Surviving Corporation; and all and singular, the rights, privileges, powers, and franchises of Steico New York, and all property, real, personal, and mixed, and all debts due to Steico New York on whatever account, as well for stock subscriptions and all other things in action or belonging to Steico New York, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Steico New York, and the title to any real estate vested by deed or otherwise, under the laws of New York or Florida or any other jurisdiction, in New York, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Steico New York shall be preserved unimpaired, and all debts, liabilities, and duties of Steico New York 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. At any time, or from time to time, after the Effective Date, the last acting officers of Steico New York or the corresponding officers of the Surviving Corporation, may, in the name of Steico New York, execute and deliver all such property deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem

necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Steico New York's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement; and

(3) The manner and basis of converting the shares of the capital stock of the Surviving Corporation and the nature and amount of securities of the Surviving Corporation which the holders of shares of Steico New York Common Stock are to receive in exchange for such shares are as follows:

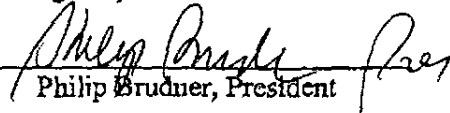
Each one share of Steico New York Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of the Surviving Corporation's Common Stock, and outstanding certificates representing shares of Steico New York Common Stock shall thereafter represent shares of the Surviving Corporation's Common Stock. Such certificate may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

FIFTH: The effective date of the Certificate of Merger shall be the date filed with the Secretary of State of Florida

SIXTH: The plan of merger was adopted by the shareholders of Steico Imports, Ltd. on the 30<sup>th</sup> day of June, 2003, and was adopted by the Shareholders of Steico, Inc., on the 30<sup>th</sup> day of June, 2003.

Signed this 3<sup>rd</sup> day of June, 2003

STEICO, INC.,  
Surviving Corporation

By:   
Philip Brudner, President

STEICO IMPORTS, LTD.,  
Merged Corporation

By:   
Philip Brudner, President

Agreement of Merger and Plan of Merger and Reorganization

Agreement of Merger and Plan of Merger and Reorganization dated June 30, 2003, by and between Steico Imports, Ltd., a New York corporation (hereinafter called "Steico New York") and Steico, Inc., a Florida corporation (hereinafter called "Steico Florida").

**WHEREAS :**

1. The Board of Directors of Steico New York and Steico Florida have resolved that Steico Florida and Steico New York be merged under and pursuant to the Florida Business Corporation Law of the state of Florida and the Business Corporation Law of the state of New York into a single corporation existing under the laws of the state of Florida, to wit, Steico, Inc., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a) (1) (F) of the Internal Revenue Code;

2. The authorized capital stock of Steico New York consists of 200 shares of Common Stock without par value (hereinafter called "New York Common Stock"), of which 49 shares are outstanding;

3. The authorized capital stock of Steico Florida consists of 200 shares of Common stock without par value (hereinafter called "Florida Common Stock"), 10 shares of which are issued and outstanding; and

4. The respective Boards of Steico Florida and Steico New York have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Florida Business Corporation Law of the state of Florida and the Business Corporation Law of the state of New York that Steico New York and Steico Florida shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the state of Florida, to wit, Steico Imports, Inc., which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Meetings: Filings: Effects of Merger

1.1 Action by Philip Brudner as sole stockholder of Steico New York. On or before June 30, 2003, Philip Brudner, as the sole stockholder of New York, shall adopt this Agreement in accordance with the Business Corporation law of the State of New York.

1.2 Action by Philip Brudner as Sole Stockholder of Steico Florida. On or before June 30, 2003, Phillip Brudner, as the sole stockholder of Florida, shall adopt this Agreement in accordance with the Florida Business Corporation Law of the state of Florida.

1.3 Filing of Certificate of Merger: Effective Date. If (a) this Agreement has been adopted by Philip Brudner, as the sole stockholder of Steico New York in accordance with the Business Corporation Law of the State of New York, (b) this Agreement has been adopted by Philip Brudner, as the sole stockholder of Steico Florida, in accordance with the Corporation Law of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the Florida Business Corporation Law of the State of Florida and the Business Corporation Law of the State of New York such filings shall be made on the same day. The Merger shall become effective at 9:00 a.m. on the calendar day following the day of such filing in Florida, which date and time are herein referred to as the "Effective Date".

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of Steico New York shall cease, and Steico New York shall be merged into Steico Florida which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Steico Florida; and all and singular, the rights, privileges, powers, and franchises of Steico New York, and all property, real, personal, and mixed, and all debts due to Steico New York on whatever account, as well for stock subscriptions and all other things in action or belonging to Steico New York, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Steico New York, and the title to any real estate vested by deed or otherwise, under the laws of New York or Florida or any other jurisdiction, in Steico New York, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Steico New York shall be preserved unimpaired, and all debts, liabilities, and duties of Steico New York 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. At any time, or from time to time, after the Effective Date, the last acting officers of Steico New York or

the corresponding officers of the Surviving Corporation, may, in the name of Steico New York execute and deliver all such property deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession, of all Steico New York's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Agreement of Surviving Corporation: Certificate of Incorporation: By-Laws:

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be Steico, Inc.

2.2 Certificate of Incorporation. The certificate of Incorporation of Steico Florida as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of Steico Florida, as in effect immediately before the Effective Date, shall be from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of Steico Florida and the nature and amount of securities of Steico Florida which the holders of shares of New York Common Stock are to receive in exchange for such shares are as follows:

3.1 Steico New York Common Stock. Each one share of Steico New York Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of Steico Florida Common stock, and outstanding certificates representing shares of Steico New York Common stock shall thereafter represent shares of Steico Florida Common Stock. Such certificate may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

4. Miscellaneous.

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of Steico New

York, if the Board of Directors of Steico New York or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Steico Florida and Steico New York, all on the date first above written.

ATTEST:

Steico Imports, Ltd.,  
a New York Corporation

By: \_\_\_\_\_

Secretary

By: \_\_\_\_\_

Philip Brudner, President

(SEAL)

ATTEST:

Steico, Inc.,  
a Florida Corporation

By: \_\_\_\_\_

Secretary

By: \_\_\_\_\_

Philip Brudner, President

(SEAL)