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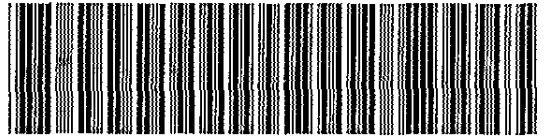
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*merged*

RECEIVED  
03 SEP 26 PM 12:38  
CLERK, DEPT. OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED  
03 SEP 26 PM 3:29  
CLERK, DEPT. OF STATE  
TALLAHASSEE, FLORIDA  
*9/26/03*

CORP DIRECT AGENTS, INC. (formerly CCRS)  
103 N. MERIDIAN STREET, LOWER LEVEL  
TALLAHASSEE, FL 32301  
222-1173

FILING COVER SHEET  
ACCT. #FCA-14

CONTACT: Kevin R. Roberts  
DATE: September 26, 2003  
REF. #: 0174.19818

CORP. NAME: ALL AMERICAN CONCESSIONS ENTERPRISES, INC. merging into ALL AMERICAN CONCESSIONS, INC.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input type="checkbox"/> ARTICLES OF AMENDMENT  | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP    | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input checked="" type="checkbox"/> MERGER      | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION |   |  |
| <input type="checkbox"/> OTHER:                      |   |  |

STATE FEES PREPAID WITH CHECK# 906365 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

\_\_\_\_\_ COST LIMIT: \$ \_\_\_\_\_

PLEASE RETURN:

- |  |   |   |
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| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS     |   |   |

Examiner's Initials

**ARTICLES OF MERGER  
OF  
ALL AMERICAN CONCESSIONS ENTERPRISES, INC.,  
a Florida corporation  
and  
ALL AMERICAN CONCESSIONS, INC.,  
a Florida corporation**

(Pursuant to the provisions of Chapter 607  
of the Florida Business Corporation Act)

FILED  
03 SEP 26 PM 3:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned, hereby certify by these Articles of Merger as follows:

1. The names of the corporations which are parties to the Merger are **ALL AMERICAN CONCESSIONS ENTERPRISES, INC.**, a Florida corporation ("Enterprises"), and **ALL AMERICAN CONCESSIONS, INC.**, a Florida corporation ("Concessions"). Concessions will be the surviving corporation and is to be governed by the laws of the State of Florida.


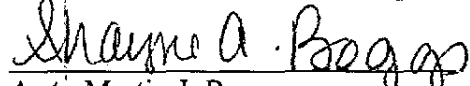
2. The Plan and Agreement of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

3. The Plan and Agreement of Merger was duly adopted pursuant to a written consent as permitted by Section 607.0704 and 607.0821 of the Florida Statutes by the holders of a majority of the issued and outstanding shares of common stock and all of the directors of Enterprises as of September 9, 2003. The number of votes was sufficient for approval. The Plan and Agreement of Merger was duly adopted pursuant to a written consent as permitted by Section 607.0704 and 607.0821 of the Florida Statutes by the holders of a majority of the issued and outstanding shares of common stock and all of the directors of Concessions as of September 9, 2003. The number of votes was sufficient for approval.

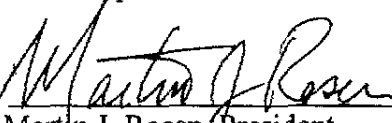
4. The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida in accordance with the Florida Business Corporation Act.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers as of this \_\_\_\_\_ day of September, 2003.

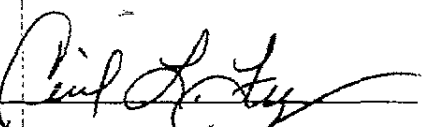
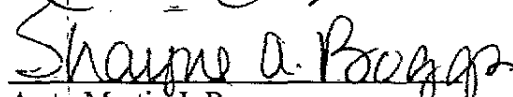
**WITNESSES**

  
  
As to Martin J. Rosen

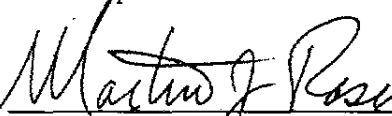
**ALL AMERICAN CONCESSIONS  
ENTERPRISES, INC.,**  
a Florida corporation

By:   
Martin J. Rosen, President

**WITNESSES**

  
  
As to Martin J. Rosen

**ALL AMERICAN CONCESSIONS, INC.,**  
a Florida corporation

By:   
Martin J. Rosen, President

**Exhibit A**

**PLAN AND AGREEMENT OF MERGER  
BETWEEN  
ALL AMERICAN CONCESSIONSENTERPRISES, INC.,  
a Florida corporation  
and  
ALL AMERICAN CONCESSIONS, INC.,  
a Florida corporation**

**PLAN AND AGREEMENT OF MERGER  
BETWEEN  
ALL AMERICAN CONCESSIONS ENTERPRISES, INC.,  
a Florida corporation  
and  
ALL AMERICAN CONCESSIONS, INC.,  
a Florida corporation**

This Plan and Agreement of Merger (this "Agreement") is entered into and effective September 9, 2003, by and between **ALL AMERICAN CONCESSIONS ENTERPRISES, INC.**, a Florida corporation ("Enterprises") and **ALL AMERICAN CONCESSIONS, INC.**, a Florida corporation ("Concessions" and collectively with Enterprises, the "Constituent Corporations").

**Background**

Enterprises is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of ten thousand (10,000) shares of Voting Common Stock and ten thousand (10,000) shares of Non-Voting Common Stock. Seven hundred fifty (750) shares of Voting Common Stock are currently issued and outstanding. Concessions is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of one thousand (1,000) shares of Common Stock. Five Hundred (500) shares are currently issued and outstanding. The Board of Directors of each of the Constituent Corporations deems it advisable that Enterprises be merged with and into Concessions on the terms and conditions herein set forth, in accordance with the applicable provisions of the Florida Statutes which permit such a merger. It is intended for federal income tax purposes that the reorganization contemplated by this Agreement shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Enterprises and Concessions, by their respective Boards of Directors, have agreed and do hereby agree as follows:

**Terms Of The Merger**

1. Merger. Enterprises and Concessions shall be merged into a single corporation, in accordance with applicable provisions of the laws of the State of Florida, by Enterprises merging with and into Concessions, which shall be the surviving corporation.

2. Effect of Merger. From and after the filing of the Articles of Merger, the Constituent Corporations shall be a single corporation, which shall be Concessions as the surviving corporation, and the separate existence of Enterprises shall cease except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger into another corporation, while the corporate existence of Concessions shall continue unaffected and unimpaired. Concessions shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under Florida law. Concessions shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Corporations. All property, real, personal and mixed, all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in Concessions without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such merger. Concessions shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such merger had not taken place, or Concessions may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger.

3. Certificate of Incorporation. The Certificate of Incorporation of Enterprises shall not be amended in any respect by reason of this Plan and Agreement of Merger.

4. Conversion of Shares. The manner of converting the outstanding shares of each of the Constituent Corporations shall be as follows:

a. Each share of Common Stock of Concessions issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder, continue to be outstanding with no adjustment as a result of the Merger.

b. The one hundred eleven (111) shares of Voting Common Stock of Enterprises owned by Richard Angelotti immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger. Richard Angelotti shall receive one hundred (100) shares of Common Stock of Concessions.

c. The one hundred sixty-seven (167) shares of Common Stock of Enterprises owned by Mitchell S. Steinberg immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger. Mitchell S. Steinberg shall receive one hundred (100) shares of Common Stock of Concessions.

d. The three hundred sixty-one (361) shares of Common Stock of Enterprises owned by Martin J. Rosen immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger. Martin J. Rosen shall receive three hundred (300) shares of Common Stock of Concessions.

e. The one hundred eleven (111) shares of Common Stock of Enterprises owned by Daniel Simmons ("Simmons") immediately prior to the Effective Date of the merger shall be converted to a right to receive cash in the amount of Eighty Dollars and No Cents (\$80.00) per share, for a total cash amount of Eight Thousand Eight Hundred Eighty Dollars and No Cents (\$8,880.00), and shall cease to exist and be cancelled by virtue of the Merger and without any action on the part of Simmons. Enterprises shall pay the cash payment to Simmons within ninety (90) days after the Effective Date (unless Simmons elects to exercise dissenters' rights with regard to the Merger, in which event the dissenters' rights provisions of the Florida law shall govern the dissenting shareholder's entitlements), plus payment in full of all amounts reflected on the books of Enterprises as shareholder loans payable to Simmons and reduced by any amounts owed by Simmons to Enterprises.

5. Surrender of Certificates. Each record holder of an outstanding certificate or certificates which represent shares of Enterprises Common Stock immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Plan and Agreement of Merger.

6. Further Assurances. If at any time after the Effective Date Concessions shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Concessions, according to the terms hereof, the title to any property rights of the Constituent Corporations, the last acting officers and Directors of the Constituent Corporations, as the case may be, or the corresponding officers and Directors of Concessions shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Concessions, and otherwise carry out the purposes of this Plan and Agreement of Merger.

7. Approval By Shareholders. This Plan and Agreement of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and submitted to the respective Shareholders of each Constituent Corporation for approval as provided by the Florida law. If duly adopted by the requisite vote of such Shareholders, Articles of Merger meeting the requirements of Florida law shall be filed immediately in the appropriate office in Florida.



8. Effective Date. The merger of Enterprises with and into Concessions shall become effective upon the filing of the Articles of Merger in accordance with the Florida Law (the "Effective Date").

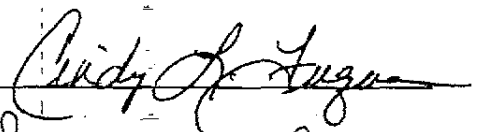
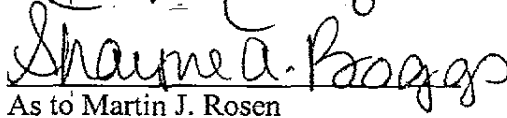
9. Covenants of Enterprises. Enterprises covenants and agrees that: (a) it will not amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

10. Covenants of Concessions. Concessions covenants and agrees that: (a) it will not amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

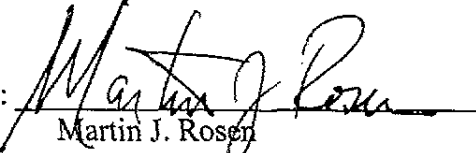
11. Termination. Notwithstanding anything contained herein or elsewhere to the contrary, this Plan and Agreement of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to filing of the Articles of Merger.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the date set forth above.

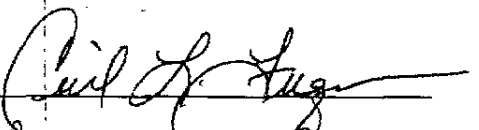
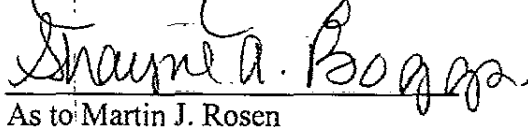
**WITNESSES**

  
  
As to Martin J. Rosen

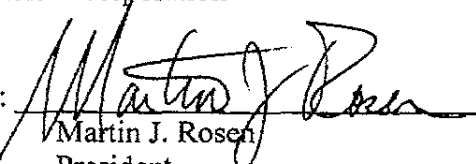
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By:   
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President

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