

04/16/2004

Division of Corporations

BERGER SINGERMAN

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Florida Department of State

Division of Corporations

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

HALLINAN CAPITAL CORP.

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Merger

04/16/04

04/16/2004 11:06

BERGER SINGERMAN → 888#7469#002#18502050380

NO.665 0002

Department of State^D 4/16/2004^S 11:46 PAGE 1/1 RightFAX



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

April 16, 2004

HALLINAN CAPITAL CORP.
400 S.E. 5TH AVE., STE. 304N
BOCA RATON, FL 33432

SUBJECT: HALLINAN CAPITAL CORP.
REF: P04000013822

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 NAME OF THE MERGING CORPORATION, IN THE ARTICLES OF MERGER #1, TO READ AS FOLLOWS: HALLINAN CAPITAL CORP. instead of HALINAN CAPITAL CORP.

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

FAX Aud. #: H04000080119
Letter Number: 004A00025206

04/16/2004

11:06

BERGER SINGERMAN → 888#7469#002#18502050380

NO.665 0003

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ARTICLES OF MERGER OF

HALLINAN CAPITAL CORP.
a Pennsylvania corporation

WITH AND INTO

HALLINAN CAPITAL CORP.
a Florida corporation

EFFECTIVE DATE
4-18-04

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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Pursuant to the provisions of Sections 607.1105 of the Florida Business Corporation Act, the undersigned corporations hereby adopt the following Articles of Merger for the purpose of merging these corporations:

1. HALLINAN CAPITAL CORP., a Pennsylvania corporation ("Merged Corporation"), is hereby merging with and into HALLINAN CAPITAL CORP., a Florida corporation ("Surviving Corporation"), pursuant to the Agreement and Plan of Merger ("Plan of Merger"), attached hereto as Exhibit "A."
2. The effective date of the merger shall be April 18, 2004 notwithstanding the prior receipt and filing of these Articles of Merger by the Secretary of State of the State of Florida.
3. The Plan of Merger was approved and adopted by the sole Director and sole Shareholder of each Corporation on April 9, 2004.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its President as of the 9 day of April, 2004.

HALLINAN CAPITAL CORP.
a Pennsylvania corporation

By: 

CHARLES HALLINAN, President

HALLINAN CAPITAL CORP.
a Florida corporation

By: 

CHARLES HALLINAN, President

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement") made this 7th day of April, 2004, by and between **HALLINAN CAPITAL CORP.**, a Pennsylvania corporation ("Old Corp") and **HALLINAN CAPITAL CORP.**, a Florida corporation ("New Corp") (Old Corp and New Corp are collectively referred to as the "Corporations" and are sometimes referred to individually as the "Corporation").

WITNESSETH:

WHEREAS, as of the date hereof, Charles Hallinan ("Hallinan") owns One Thousand (1,000) shares of common stock of Old Corp which constitutes all of its issued and outstanding shares of stock (hereinafter referred to as "Old Corp Stock"); and

WHEREAS, for general business reasons, Hallinan desires to change the state of incorporation of Old Corp from Pennsylvania to Florida and in all other respects to continue the same business activities ("Corporate Reorganization"); and

WHEREAS, said Corporate Reorganization is intended to qualify as a tax-free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended ("Code"); and

WHEREAS, in order to effectuate said Corporate Reorganization, Hallinan formed New Corp for the sole purpose of merging Old Corp with and into New Corp; and

WHEREAS, the Board of Directors of each Corporation deems it advisable, in order to effectuate the above-mentioned Corporate Reorganization, that the Corporations merge into a single corporation with New Corp being the surviving corporation ("Merger") pursuant to this Agreement and the applicable laws of the State of Florida and the State of Pennsylvania; and

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WHEREAS, the Corporations desire to adopt this Agreement as a Plan of Merger and to consummate the Merger in the manner described herein.

NOW, THEREFORE, the Corporations agree that, as of the Effective Date (as defined below), Old Corp (the "Merged Corporation") shall be merged with and into New Corp (the "Surviving Corporation") in accordance with the applicable laws of the State of Florida and Pennsylvania, and that the terms and conditions of the Merger shall be as follows:

1. EFFECTIVE DATE OF MERGER.

The effective date of the Merger shall be April 18, 2004 ("Effective Date"), which date shall be specified in the Articles of Merger to be delivered to the Secretary of State of the State of Florida and in the Certificate of Merger to be delivered to the Secretary of the State of the Commonwealth of Pennsylvania.

2. GOVERNING LAW.

The Surviving Corporation shall be governed by the laws of the State of Florida.

3. NAME OF SURVIVING CORPORATION.

The name of the Surviving Corporation shall remain HALLINAN CAPITAL CORP.

4. ARTICLES OF INCORPORATION.

The Articles of Incorporation of New Corp, as in effect as of the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of Florida.

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5. **BYLAWS.**

The Bylaws of New Corp, as in effect as of the Effective Date, shall be the Bylaws of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Bylaws in accordance with the laws of the State of Florida.

6. **CONVERSION AND CANCELLATION OF OLD CORP STOCK.**

On the Effective Date, each share of Old Corp Stock which is issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed cancelled and converted into one fully paid share of common stock of New Corp. Promptly after the Effective Date, Hallinan shall surrender all of his shares of Old Corp Stock for cancellation and he shall receive in exchange therefor a certificate representing the number of shares of common stock of New Corp to which Hallinan is entitled to receive as provided herein.

7. **BOARD OF DIRECTORS AND OFFICERS.**

Until the election and qualification of their successors, the members of the Board of Directors of the Surviving Corporation in office on the Effective Date shall remain the Board of Directors of the Surviving Corporation until the election and qualification of their successor(s). The elected officers of the Surviving Corporation in office on the Effective Date shall continue in office at the pleasure of the Board of Directors of the Surviving Corporation, until the election and qualification of their successor(s).

8. **EFFECT OF THE MERGER.**

On the Effective Date, the separate existence of the Merged Corporation shall cease (except as otherwise provided by law) and it shall be merged with and into the Surviving Corporation. All property (real, personal and mixed) of the Merged Corporation and all debts due to the Merged

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Corporation on whatever account shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of the Merged Corporation (to the extent such liabilities are not extinguished by operation of law), and any claim or judgment against the Merged Corporation may be enforced against the Surviving Corporation. The Surviving Corporation shall continue the Money Purchase Pension Plan maintained by the Merged Corporation in accordance with the terms and conditions of said plan.

9. APPROVAL OF DIRECTORS AND SHAREHOLDERS.

Execution of this Agreement has been duly authorized and approved by the Board of Directors and Shareholders of each Corporation as required by and in accordance with applicable laws of the State of Florida and the State of Pennsylvania.

10. DESIGNATION OF AGENT FOR SERVICE.

As of the Effective Date, the Surviving Corporation shall hereby become the Registered Agent to accept service of process in any action, suit or proceeding for the enforcement of any obligations of the Merged Corporation for which the Surviving Corporation is liable under this Agreement or under applicable laws of the State of Florida and the State of Pennsylvania.

11. ACCESS.

From the date hereof to the Effective Date, the Corporations shall provide each other with such information and permit each other's Officers and representatives such access to its properties and books and records as the other may from time to time reasonably required. If the Merger is not consummated, all documents received in connection with this Agreement shall be returned to the parties furnishing the same and all information so received shall be treated as confidential.

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12. TERMINATION.

(a) Circumstances of Termination. This Agreement may be terminated (notwithstanding approval by the Shareholders of either party hereto) and the proposed Merger abandoned at any time before the Effective Date by the Board of Directors of either of the Corporations.

(b) Effect of Termination. In the event of a termination of this Agreement pursuant to Paragraph 12(a) hereof, each party shall pay its pro rata share of costs and expenses incurred in connection with this proposed Merger and no party (or any of its Officers, Directors or Shareholders) shall be liable to any other party for any cost, expense, damage or loss of anticipated profits hereunder.

13. GENERAL PROVISIONS.

(a) Further Assurances. At any time, and from time to time, after the Effective Date, each party shall execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or to otherwise carry out the intent and purposes of this Agreement.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or sent by prepaid first class registered or certified mail, return receipt requested, as follows:

Merged Corporation:

HALLINAN CAPITAL CORP.
848 Parkes Run Lane
Villanova, PA 19085

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Surviving Corporation:

HALLINAN CAPITAL CORP.
400 SE 5th Avenue
Suite 304N
Boca Raton, FL 33432

(c) **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or subject matter hereof.

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

(e) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and, as applicable, the State of Pennsylvania.

(f) **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by either party of its rights under this Agreement without the written consent of the other party shall be void.

(g) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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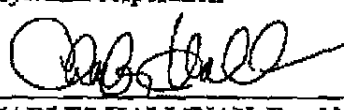
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of
the date first above written.

Witnesses:

HALLINAN CAPITAL CORP.
a Pennsylvania corporation

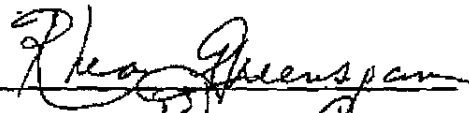

Print Name: Rhea Greenspan

By: 
CHARLES HALLINAN, President

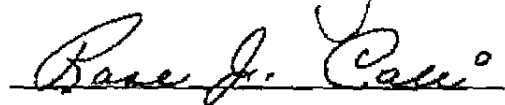

Print Name: Rose J. Cali

Witnesses:

HALLINAN CAPITAL CORP.
a Florida corporation


Print Name: Rhea Greenspan

By: 
CHARLES HALLINAN, President


Print Name: Rose J. Cali

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