

# P14000081179

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## MERGER OR SHARE EXCHANGE

### JD-ASG Management Company

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ARTICLES OF MERGER

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The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105 of the Florida Statutes.

ARTICLE I

The name of the surviving corporation is JD-ASG Management Company, a Florida corporation. The document number of the surviving corporation is P14000081179.

ARTICLE II

The name of the merging corporation is WCS-DIDA Inc., a Florida corporation. The document number of the merging corporation is P05000116076.

ARTICLE III

The merger shall become effective at the beginning of the day on July 1, 2019, subject to the filing of these Articles of Merger.

ARTICLE IV

The Plan and Agreement of Merger, as adopted pursuant to Articles V and VI herein, is attached.

ARTICLE V

The Plan and Agreement of Merger was unanimously adopted by the board of directors of the surviving corporation and the shareholders of the surviving corporation on May 23, 2019.

ARTICLE VI

The Plan and Agreement of Merger was unanimously adopted by the board of directors of the merging corporation and the shareholders of the merging corporation on May 23, 2019.

Michael N. Schneider, Esq.  
Florida Bar No. 166929  
Ansbacher & Schneider, P.A.  
5150 Belfort Road, Building 100  
Jacksonville, FL 32256  
(904) 296-0100  
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PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement") dated the 23<sup>rd</sup> day of May, 2019 by and between JD-ASG Management Company, a Florida corporation ("JD"), and WCS-DIDA Inc. ("WCS"), a Florida corporation.

RECITALS

A. JD is a corporation duly organized and existing under the laws of the State of Florida.

B. WCS is a corporation duly organized and existing under the laws of the State of Florida.

C. JD and WCS have agreed that WCS shall merge into JD upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transactions described above, JD and WCS agree as follows:

1. JD and WCS agree that WCS shall be merged into JD, as a single corporation, upon the terms and conditions of this Agreement and that JD shall continue under the laws of the State of Florida as the surviving corporation (the "Surviving Corporation"), and JD and WCS further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the Surviving Corporation shall be as appears in the Articles of Incorporation of JD as on file with the office of the Secretary of State on the date of this Agreement. The terms and provisions of the Articles of Incorporation shall be incorporated into this Agreement. From and after the date hereof and until further amended, altered or restated as provided by law, the Articles of Incorporation of JD separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

b. The Bylaws of JD in effect on the date hereof shall be the Bylaws of the Surviving Corporation until such Bylaws shall be altered, amended or repealed or until new Bylaws are adopted as provided in them.

c. The persons who upon the Effective Date (as defined below) of the merger shall constitute the Board of Directors of the Surviving Corporation shall be the persons constituting the Board of Directors of JD on the Effective Date. If on the Effective Date of the merger any vacancy exists on the Board of Directors of the Surviving Corporation, that vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

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d. The persons who upon the Effective Date of the merger shall constitute the officers of the Surviving Corporation shall be the persons constituting the officers of JD upon the merger.

2. Contemporaneously with the execution of this Agreement, this Agreement has been submitted to the Shareholders of JD and WCS for their consent and approval in accordance with §607.1103 of the Florida Statutes and has been adopted and approved in accordance with the laws of the State of Florida. This Agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of WCS into JD shall become effective at the beginning of the day on July 1, 2019, subject to the filing of this Agreement and appropriate articles of merger with the office of the Secretary of State of Florida. The date on which the merger of WCS into JD becomes effective shall be called in this instrument the "Effective Date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and the articles of merger shall have been filed, then upon the Effective Date the separate existence of WCS shall cease and WCS shall be merged into the Surviving Corporation in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of JD and WCS; and all property, real, personal and mixed, and all debts due to either of JD or WCS on whatever account as well for stock subscriptions as all other things in action or belonging to each of JD and WCS shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be the property of the Surviving Corporation as the same was of WCS and JD immediately prior thereto; and the title to any real estate, whether vested by deed or otherwise in either of JD or WCS under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of either of JD or WCS shall be preserved unimpaired; and all debts, liabilities, and duties of JD and WCS shall then attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of WCS shall be as follows:

a. On the Effective Date each share of common stock of WCS ("WCS stock") issued and outstanding immediately before the Effective Date, by virtue of the merger and without any action on the part of the holder of shares of the WCS stock, shall be converted into and exchanged for Five Thousand Five Hundred Forty Eight (5,548) shares of JD common stock, par value One (\$1.00) Dollar per share ("JD stock").

b. Each issued and outstanding share of common stock of JD stock, par value One (\$1.00) Dollar per share, shall continue as one share of common stock of the Surviving Corporation, par value One (\$1.00) Dollar per share.

5. As soon as practicable after the Effective Date, JD shall issue and deliver, in accordance with this Paragraph 5, to the shareholders of WCS as of the Effective Date, certificates for the number of shares of JD stock to which each such shareholder shall have

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become entitled under this Agreement. After the Effective Date of the merger, each such shareholder of WCS may surrender his certificate or her certificates previously representing WCS stock to JD and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of JD stock into which those shares of WCS stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the Effective Date of the merger, represented shares of WCS stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of JD stock into which they shall have been converted. Dividends payable to the holders of record of WCS stock as of any date subsequent to the Effective Date of the merger shall be paid to the holder of the outstanding certificate that, before the Effective Date of the merger, represented shares of WCS stock.

6. All shares of JD stock for and into which shares of WCS stock shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of WCS stock outstanding immediately before the Effective Date shall cease on the Effective Date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the JD stock for and into which their shares of WCS stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. JD and WCS shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

8. Upon the Effective Date the transfer books of WCS shall be closed and no transfer of shares of WCS stock shall be made or consummated thereafter.

9. Prior to and from and after the Effective Date, JD and WCS shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges and franchises of WCS, the officers and directors of WCS shall execute and deliver all instruments and take all action the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

10. WCS represents and warrants to and agrees with JD as follows:

a. WCS is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. WCS is not presently being challenged to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the Bylaws, as amended to date, of WCS previously

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delivered to JD are true, correct and complete copies as now in full force and effect. No provision of those instruments, nor any other instrument to which WCS is subject, prohibits, limits or otherwise affects the right, power and authority of WCS to enter into this Agreement or to cause the consummation of the merger.

b. The authorized capitalization of WCS consists of Two Thousand (2,000) shares of common stock par value One (\$0.01) Cent per share, of which One Thousand (1,000) shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by WCS or any commitments or agreement of a similar nature to which WCS is a party, relating to the authorized or issued stock of WCS.

c. WCS presently has no subsidiaries.

d. The execution, deliver and performance of this Agreement has been fully and effectively authorized by the Board of Directors and the shareholder of WCS under §607.1103 of the Florida Statutes.

e. WCS has delivered to JD the balance sheet of WCS as of December 31, 2018 and the statement of operations of WCS for the fiscal year ended December 31, 2018. These financial statements, in accordance with generally accepted accounting principles applied on a consistent basis, the financial position of WCS as of the date of the balance sheet and the results of the operations of WCS for the period covered by the statement of operations. WCS has no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the balance sheet (including related notes and schedules) or in this Agreement, other than liabilities or obligations incurred or arising since December 31, 2018 in the ordinary course of business of WCS, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of WCS, and the balance sheet and statement of operations disclose all liabilities, contingent or otherwise, that might be or become a charge against the assets or properties of WCS.

f. WCS is not, and by the execution and performance of this Agreement by WCS, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which WCS is a party or to which WCS may be subject or under any provision of its Articles of Incorporation or Bylaws, or violate any order, injunction, decree, statute, rule or regulation applicable to WCS or any of its properties or assets.

g. WCS owns good and merchantable title free and clear of any liens, encumbrances, options, charges of assessments to all of its properties and other assets used in connection with its business, including, but not limited to, those reflected in the balance sheet as of December 31, 2018 referred to in Subparagraph e of this Paragraph 10 or reflected in the lists or descriptions referred to in Subparagraph k of this Paragraph 10, except: (1) personal property disposed of since December 31, 2018 in the ordinary course of business; (2) liens set forth on the balance sheet or in its notes or in this Agreement; (3) liens in connection with leaseholders or statutory liens (including liens for taxes not yet due and payable) not yet delinquent; and (4) minor defects and irregularities in the title of any real property, and encumbrances relating to any real property, that do not detract materially from the value and marketability of the property or

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impair the use of the property for the purpose for which it is held by WCS or otherwise impair the business operation of WCS. All those assets and properties are in good working order and condition (normal wear and tear excepted) and in a state of good operating efficiency. WCS carries such insurance, including product liability insurance, with reputable insurers in respect of its properties and business as is customary for similar businesses and as is adequate for the business conducted by WCS has received no notice of and is not in violation of any applicable zoning regulation, health or safety regulation, ordinance or other federal, state or local law, order, regulation or requirement relating to its operations, products or its owned or leased properties.

h. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against WCS, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. WCS is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentally.

i. WCS is not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copyrights or copyright registrations, nor is WCS in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

j. Except as otherwise contemplated by this Agreement, since December 31, 2018, WCS has not: (a) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional shares of WCS stock; (2) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in its financial position, assets, liabilities or business; (3) declared or paid any dividends or authorized or made any distribution upon or with respect to its capital stock or purchased or agreed to purchase any shares of its capital stock; (4) made any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness reflected in the balance sheet referred to in Subparagraph e of this Paragraph 10; (5) mortgaged or pledged any of its assets or properties or incurred any indebtedness, for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; (6) sold, exchanged or otherwise disposed of any of its capital assets, except in the ordinary course of business; or (7) increased the salaries of its officers, directors or employees or paid any bonus or other compensation, directly or indirectly, to its officers, directors or employees, other than salaries, wages and commissions at the rates being paid on December 31, 2018.

k. WCS has delivered to JD lists and descriptions of the following:

(1) All real property owned, leased or otherwise used or occupied by WCS;

(2) All United States and foreign patent, trademark and trade name registrations, unexpired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade names in use on this date by WCS, and all licenses granted by or to WCS, and all other material agreements to which WCS is a party, which are in force as of this date and relate in whole or in part of any items of the categories mentioned in this Subparagraph, or related to inventions,

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discoveries, improvements, processes, formulas, proprietary rights, trade secrets, ideas or other know-how, whether owned by WCS or otherwise;

(3) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on WCS or to which any of its properties is subject;

(4) All policies of insurance in force with respect to WCS including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

(5) The name of each bank in which WCS has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

(6) The names of all persons, if any, holding a power of attorney from WCS.

True and complete copies of all of the patent, trademark, trade name and copyright registrations, applications pending for patent, trademark, trade name and copyright registrations and contracts and commitments; and policies of insurance have been delivered to JD.

l. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by WCS directly with JD without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.

m. WCS has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns; and has set up reasonable and adequate reserves, which are reflected in the financial statements referred to in Subparagraph e of this Paragraph 10 for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the Effective Date. WCS is not delinquent in the payment of any taxes or duties, and WCS has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against WCS.

n. The items reflected in or covered by the designation "inventories" on the balance sheet referred to in Paragraph 10e, or thereafter acquired by WCS, consist of items of a quality, condition and quantity such that they are usable or salable in the normal course of business of WCS; and the values of all items of obsolete merchandise and of merchandise of below standard quality have been written down to realizable market value or adequate reserves provided for them.

11. JD represents and warrants to and agrees with WCS as follows:

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a. JD is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. JD is not presently being challenged to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the Bylaws, as amended to date, of JD previously delivered to WCS are true, correct and complete copies as now in full force and effect. No provision of those instruments, nor any other instrument to which JD is subject, prohibits, limits or otherwise affects the right, power and authority of JD to enter into this Agreement or to cause the consummation of the merger.

b. The authorized capitalization of JD consists of Sixty Thousand (60,000) shares of common stock par value One (\$1.00) Dollar per share, of which Fifteen Thousand (15,000) shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by JD or any commitments or agreement of a similar nature to which JD is a party, relating to the authorized or issued stock of JD.

c. JD presently has no subsidiaries.

d. The execution, deliver and performance of this Agreement has been fully and effectively authorized by the Board of Directors and the shareholder of JD under §607.1103 of the Florida Statutes.

e. JD has delivered to WCS the balance sheet of JD as of December 31, 2018 and the statement of operations of JD for the fiscal year ended December 31, 2018. These financial statements, in accordance with generally accepted accounting principles applied on a consistent basis, the financial position of JD as of the date of the balance sheet and the results of the operations of JD for the period covered by the statement of operations. JD has no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the balance sheet (including related notes and schedules) or in this Agreement, other than liabilities or obligations incurred or arising since December 31, 2018 in the ordinary course of business of JD, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of JD, and the balance sheet and statement of operations disclose all liabilities, contingent or otherwise, that might be or become a charge against the assets or properties of JD.

f. JD is not, and by the execution and performance of this Agreement by JD, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which JD is a party or to which JD may be subject or under any provision of its Articles of Incorporation or Bylaws, or violate any order, injunction, decree, statute, rule or regulation applicable to JD or any of its properties or assets.

g. JD owns good and merchantable title free and clear of any liens, encumbrances, options, charges of assessments to all of its properties and other assets used in connection with its business, including, but not limited to, those reflected in the balance sheet as

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of December 31, 2018 referred to in Subparagraph e of this Paragraph 11 or reflected in the lists or descriptions referred to in Subparagraph k of this Paragraph 11, except: (1) personal property disposed of since December 31, 2018 in the ordinary course of business; (2) liens set forth on the balance sheet or in its notes or in this Agreement; (3) liens in connection with leaseholders or statutory liens (including liens for taxes not yet due and payable) not yet delinquent; and (4) minor defects and irregularities in the title of any real property, and encumbrances relating to any real property, that do not detract materially from the value and marketability of the property or impair the use of the property for the purpose for which it is held by JD or otherwise impair the business operation of JD. All those assets and properties are in good working order and condition (normal wear and tear excepted) and in a state of good operating efficiency. JD carries such insurance, including product liability insurance, with reputable insurers in respect of its properties and business as is customary for similar businesses and as is adequate for the business conducted by JD has received no notice of and is not in violation of any applicable zoning regulation, health or safety regulation, ordinance or other federal, state or local law, order, regulation or requirement relating to its operations, products or its owned or leased properties.

h. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against JD, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. JD is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentally.

i. JD is not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copyrights or copyright registrations, nor is JD in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

j. Except as otherwise contemplated by this Agreement, since December 31, 2018, JD has not: (a) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional shares of JD stock; (2) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in its financial position, assets, liabilities or business; (3) declared or paid any dividends or authorized or made any distribution upon or with respect to its capital stock or purchased or agreed to purchase any shares of its capital stock; (4) made any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness reflected in the balance sheet referred to in Subparagraph e of this Paragraph 11; (5) mortgaged or pledged any of its assets or properties or incurred any indebtedness, for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; (6) sold, exchanged or otherwise disposed of any of its capital assets, except in the ordinary course of business; or (7) increased the salaries of its officers, directors or employees or paid any bonus or other compensation, directly or indirectly, to its officers, directors or employees, other than salaries, wages and commissions at the rates being paid on December 31, 2018.

k. JD has delivered to WCS lists and descriptions of the following:

(1) All real property owned, leased or otherwise used or occupied by JD;

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(2) All United States and foreign patent, trademark and trade name registrations, unexpired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade names in use on this date by JD, and all licenses granted by or to JD, and all other material agreements to which JD is a party, which are in force as of this date and relate in whole or in part of any items of the categories mentioned in this Subparagraph, or related to inventions, discoveries, improvements, processes, formulas, proprietary rights, trade secrets, ideas or other know-how, whether owned by JD or otherwise;

(3) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on JD or to which any of its properties is subject;

(4) All policies of insurance in force with respect to JD including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

(5) The name of each bank in which JD has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

(6) The names of all persons, if any, holding a power of attorney from JD.

True and complete copies of all of the patent, trademark, trade name and copyright registrations, applications pending for patent, trademark, trade name and copyright registrations and contracts and commitments; and policies of insurance have been delivered to WCS.

l. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by JD directly with WCS without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.

m. JD has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate reserves, which are reflected in the financial statements referred to in Subparagraph o of this Paragraph 11 for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the Effective Date. JD is not delinquent in the payment of any taxes or duties, and JD has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against JD.

n. The items reflected in or covered by the designation "inventories" on the balance sheet referred to in Paragraph 11a, or thereafter acquired by JD, consist of items of a

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quality, condition and quantity such that they are usable or salable in the normal course of business of JD; and the values of all items of obsolete merchandise and of merchandise of below standard quality have been written down to realizable market value or adequate reserves provided for them.

12. WCS and JD each agree to the other that, from this date to the Effective Date:

a. It shall promptly advise the other party in writing of any adverse change in its financial condition or business or affairs.

b. Except as otherwise consented to or approved by the other party in writing:

(1) Its businesses shall be conducted only in the normal, usual and ordinary course (including the maintenance of all its existing policies of insurance in full force and effect); and it shall use its best efforts to preserve those business organizations intact and to keep available to the Surviving Corporation the services of its present officers and key employees and to preserve for the Surviving Corporation the good will of its suppliers, customers and others having business relations with it.

(2) No change shall be made in the Articles of Incorporation or Bylaws of it.

(3) It shall not make any change in its banking and safe deposit arrangements or grant any powers of attorney.

(4) It shall not take any of the actions or suffer any of the events enumerated in Subparagraph j of Paragraph 10 or Subparagraph j of Paragraph 11, respectively.

c. It shall duly comply with all laws applicable to it in the conduct of its business.

13. All obligations of JD under this Agreement are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions (any one or more of which, in the absolute discretion of JD, may be waived by JD:

a. JD shall not have discovered any material error, misstatement or omission in the representations and warranties made by WCS in Paragraph 10 or any material adverse change in the business, operations or properties of WCS after the date of this Agreement.

b. The representations, warranties and agreements of WCS contained in this Agreement shall be deemed to have been made again at and as of the Effective Date (but the representations, warranties and agreements may reflect the consummation of any transactions consented to or approved in writing by JD) and shall then be true in all respects; WCS shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Effective Date; and JD shall have been furnished with a certificate of the President of WCS, dated the Effective Date, certifying in such detail as JD may request to the fulfillment of the foregoing conditions.

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c. The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by the Board of Directors of WCS and approved by the shareholders of WCS in accordance with §607.1103 of the Florida Statutes. JD shall have received copies of the resolutions adopted by the Directors and Shareholders, certified to be true and correct by the Secretary of WCS.

d. At the Effective Date no suit, action or other proceedings shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the contemplated transactions.

e. All persons who in the opinion of JD may have any claim of ownership, license, right of use or other similar right with respect to any of the assets of WCS shall have executed and delivered to WCS an instrument, in form acceptable to JD, conveying all of their right, title and interest in any of those assets to WCS.

14. All obligations of WCS under this Agreement are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions (any one or more of which may, in the absolute discretion of WCS, be waived by WCS):

a. WCS shall not have discovered any material error, misstatement or omission in the representations and warranties made by JD in paragraph 11 of this Agreement.

b. JD's representations, warranties and agreements contained in this Agreement shall be deemed to have been made again at and as of the Effective Date (except that those representations, warranties and agreements may reflect the consummation of any transactions consented to or approved in writing by WCS) and shall then be true in all material respects; JD shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Effective Date; and WCS shall have been furnished with a certificate of JD's President or Vice President, dated the Effective Date, certifying in such detail as WCS may request the fulfillment of the foregoing conditions.

c. The shares of JD stock to be issued and delivered pursuant to this Agreement shall have been duly authorized and when issued and delivered shall be validly issued, fully paid and nonassessable.

d. The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by the Board of Directors of JD and adopted by the Shareholders of JD as required by applicable Florida law. WCS shall have received copies of the resolutions adopted by the Directors and Shareholders, certified to be true and correct by the Secretaries of their respective corporations.

15. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the Effective Date:

a. By the Board of Directors of JD if the conditions specified in Paragraph 13 have not been satisfied; or

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b. By the Board of Directors of WCS if the conditions specified in Paragraph 14 have not been satisfied.

16. In the event of any termination and abandonment as above provided in Paragraph 15, notice shall be given to the other parties to this Agreement and this Agreement shall then become wholly void and of no effect, and there shall be no liability on the part of any party or its Board of Directors or Shareholders.

17. JD and WCS shall separately pay all expenses incurred by them in connection with the transactions contemplated by this Agreement.

18. This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

19. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon JD and WCS, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

20. This Agreement may be executed 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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

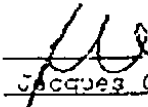
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IN WITNESS WHEREOF, these Articles of Merger have been duly executed.

JD-ASG Management Company

  
\_\_\_\_\_  
Jacques Guske, Its President

WCS-DIDA Inc.

  
\_\_\_\_\_  
Jacques Guske, Its President