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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

All American Events Inc.

Merger

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Name	5/4/98
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☐ Certificate of Status  
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NEW FILINGS	
<input type="checkbox"/> Profit	<input type="checkbox"/> W.P.V.
<input type="checkbox"/> NonProfit	
<input type="checkbox"/> Limited Liability	
<input type="checkbox"/> Domestication	
<input type="checkbox"/> Other	

AMENDMENTS	
<input type="checkbox"/> Amendment	
<input type="checkbox"/> Resignation of R.A. Officer/Director	
<input type="checkbox"/> Change of Registered Agent	
<input type="checkbox"/> Dissolution/Withdrawal	
<input checked="" type="checkbox"/> Merger	

OTHER FILINGS	
<input type="checkbox"/> Annual Report	
<input type="checkbox"/> Fictitious Name	
<input type="checkbox"/> Name Reservation	

REGISTRATION/QUALIFICATION	
<input type="checkbox"/> Foreign	
<input type="checkbox"/> Limited Partnership	
<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Trademark	
<input type="checkbox"/> Other	

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- ☐ Certificate of FICTITIOUS NAME  
☐ FICTITIOUS NAME SEARCH  
☐ CORP SEARCH

FILED  
98 MAY -1 PM 2:02  
TALLAHASSEE, FL 32301  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FL 32301  
RECEIVED  
98 MAY -1 PM 2:09

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

Date: \_\_\_\_\_

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

ALL AMERICAN EVENTS, INC., a Florida corporation P93000029454

INTO

**SILVERADO LEASING CORP.**, a Nevada corporation not qualified in Florida.

File date: May 1, 1998

Corporate Specialist: Annette Hogan

FILED  
98 MAY -1 PM 2:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

ALL AMERICAN EVENTS, INC.

a Florida Corporation

INTO

SILVERADO LEASING CORP.

a Nevada Corporation

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the undersigned as officers of SILVERADO LEASING CORP., a corporation organized and existing under the laws of the State of Nevada (hereinafter referred to as "First Party"), and ALL AMERICAN EVENTS, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Second Party") hereby adopted the following Articles of Merger:

The undersigned further certify that:

1. The laws under which the Second Party is organized permit such a merger under the Florida Business Corporation Act.

2. The name of the surviving corporation is SILVERADO LEASING CORP., and it is to be governed by the laws of the State of Nevada.

3. There are no changes in the Articles of Incorporation of the surviving corporation.

4. The Agreement and Plan of Reorganization and Merger

attached hereto is a true and correct copy and was adopted and approved by the Board of Directors and by the Shareholders of First Party in the manner prescribed by the laws of the State of Nevada and was adopted and approved by the Board of Directors and Shareholders of Second Party in the manner prescribed by the laws of the State of Florida.

5. First Party has 1,000 shares of common stock outstanding. Second party has 500 shares of common stock outstanding. All of said outstanding shares are entitled to vote, and all of the shares entitled to vote, voted for the Agreement and Plan of Reorganization and Merger.

6. Each common share of Second Party shall become one common share of the surviving corporation without the issuance or exchange of new shares or share certificates as Richard Garden is the sole shareholder of both First Party and Second party. Therefore all rights and respects of the stock of Second party shall be cancelled on the effective date of the merger.

IN WITNESS WHEREOF, the corporate parties hereto have caused these Articles of Merger to be executed by the duly authorized officers this 16th day of April, 1998.

ALL AMERICAN EVENTS, INC.  
a Florida Corporation

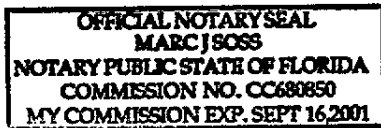
By: 


Richard Garden  
President

State of Florida     )  
                              )  
County of Sarasota    )

On April 16, 1998, personally appeared before me, a Notary Public in and for the State and County aforesaid, **Richard Garden**, President of **ALL AMERICAN EVENTS, INC.**, personally known to me to be the person whose name is subscribed to the above instrument in the said capacity, who acknowledged that he executed the said instrument.

MY COMMISSION EXPIRES:



  
\_\_\_\_\_  
Notary Public  
Print name: Marc JSOSS

## AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

Agreement of Merger and Plan of Reorganization dated April 16, 1998, by and between ALL AMERICAN EVENTS, INC., a Florida corporation (herein after called "ALL AMERICAN") and SILVERADO LEASING CORP., a Nevada corporation (hereinafter called "SILVERADO").

1. The Boards of Directors of ALL AMERICAN and SILVERADO have resolved that ALL AMERICAN be merged and pursuant to the General Corporation Laws of the State of Nevada and the General Corporate Laws of the State of Florida into a single corporation existing under the laws of the State of Nevada, to wit: SILVERADO LEASING CORP., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to 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 ALL AMERICAN consists of 500 shares of Common Stock with no par value per share (hereinafter called "ALL AMERICAN Common Stock"), of which Five Hundred (500) shares of which are issued and outstanding;
3. The authorized capital stock of SILVERADO consists of 1,000 shares of Common Stock with a par value of \$1.00 per share (hereinafter called "SILVERADO Common Stock"), One Thousand (1,000) shares of which are issued and outstanding;
4. The respective Boards of Directors of ALL AMERICAN and SILVERADO 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 General Corporation Law of the State of Nevada and Florida that ALL AMERICAN 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 Nevada, to wit: SILVERADO LEASING CORP., 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 ALL AMERICAN Stockholders' Meeting. ALL AMERICAN shall call a meeting of its stockholders to be held in accordance with the general corporation law of the state

of Florida at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by ALL AMERICAN as Sole Stockholder of SILVERADO. On or before April 17, 1998, ALL AMERICAN as the sole stockholder of SILVERADO, shall adopt this Agreement in accordance with the General Corporation Law of the State of Nevada.

1.3 Filing of Certificate of Merger: Effective Date. If (a) this Agreement is adopted by the stockholders of ALL AMERICAN in accordance with the general corporation laws of the state of Florida, (b) this Agreement has been adopted by ALL AMERICAN as the sole stockholder of SILVERADO, in accordance with the General Corporation Law of the State of Nevada, 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 general corporation law of the States of Nevada and Florida. 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 Nevada, 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 ALL AMERICAN shall cease, and ALL AMERICAN shall be merged into SILVERADO 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 restriction, disabilities, and duties of ALL AMERICAN; and all and singular, the rights, privileges, powers, and franchises of ALL AMERICAN, and all property, real, personal, and mixed, and all debts due to ALL AMERICAN, 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 ALL AMERICAN, and the title to any real estate vested by deed or otherwise, under the laws of Nevada or Florida or any other jurisdiction, in ALL AMERICAN, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of ALL AMERICAN shall be preserved unimpaired, and all debts, liabilities, and duties of ALL AMERICAN shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as is 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 officer of ALL AMERICAN or the corresponding officers of the Surviving

Corporation, may, in the name of ALL AMERICAN, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation title to and possession of all ALL AMERICAN property, rights, privileges, powers, franchises, immunities, and interests and otherwise carry out the purposes of this Agreement.

2. Name 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 SILVERADO LEASING CORP.

2.2 Certificate of Incorporation. The Certificate of Incorporation of SILVERADO 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 except that Article FIRST shall be amended in accordance with 2.1 hereof.

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

3. Status and Conversion of Securities

3.1 ALL AMERICAN Common Stock. Each one share of ALL AMERICAN 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 SILVERADO Common Stock, and outstanding certificates representing shares of ALL AMERICAN Common Stock shall thereafter represent shares of SILVERADO Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificated for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 SILVERADO Common Stock Held by ALL AMERICAN. All issued and outstanding shares of SILVERADO Common Stock held by ALL AMERICAN immediately before the effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.



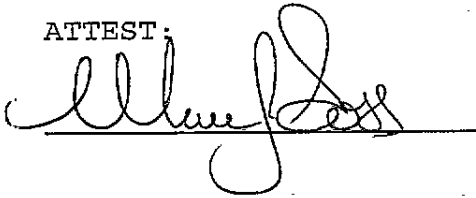
4. Miscellaneous

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 shareholder of ALL AMERICAN, if the Board of Directors of ALL AMERICAN 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 ALL AMERICAN EVENTS, INC. and SILVERADO LEASING CORP., all on the date first above written.

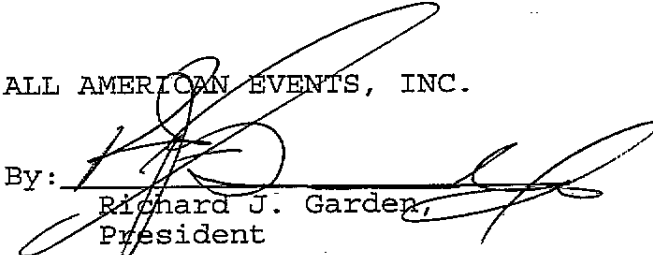
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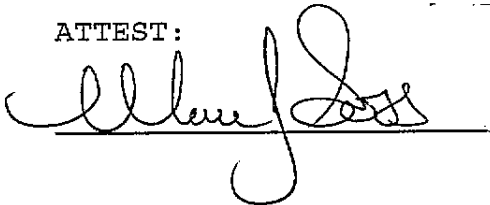
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ALL AMERICAN EVENTS, INC.

By:

  
Richard J. Garden,  
President

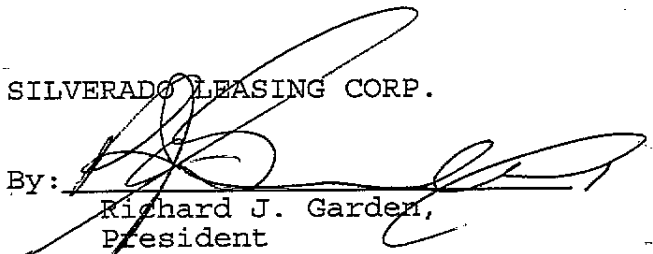
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(Seal)

SILVERADO LEASING CORP.

By:

  
Richard J. Garden,  
President

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