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N.Y. BAR ONLY
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PRINCIPAL CITIES WORLDWIDE

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KENNETH M. KAPLAN
STEVEN A. KARG
DAVID C. ROBERTS

July 24, 2000

VIA FEDERAL EXPRESS

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399-0250

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-07/25/00--01096--015
*****78.75 *****78.75

Re: **Certificate of Merger**
J. Anthony & Associates Inc. into
J. Anthony & Associates of Florida, Inc. ("Surviving Corporation")

Dear Sir or Madam:

Enclosed for filing please find an original and two copies of Articles of Merger with respect to the above matter, together with Agreement and Plan of Merger attached as Exhibit "A".

Please provide us with a certified copy of the Certificate in the FedEx envelope enclosed for your convenience. Enclosed is our check in the amount of \$78.75 representing your fees.


Thank you for your attention to this matter.

EFFECTIVE DATE

7-31-00

Merger
8-3-00
RCS

Very truly yours,


Linda A. Tancs

LAT:rr

cc: Robert C. Gabrielski, Esq.

FILED
00 JUL 25 PM 3:42
DIVISION OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

J. ANTHONY & ASSOCIATES OF FLORIDA, INC., a Florida corporation,
P93000053401

INTO

J. ANTHONY & ASSOCIATES INC., a New Jersey corporation not qualified in
Florida

File date: July 25, 2000, effective July 31, 2000

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER
OF
J. ANTHONY & ASSOCIATES INC.
INTO
J. ANTHONY & ASSOCIATES OF FLORIDA, INC.

FILED

00 JUL 25 PM 3:42

CLERK OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1109 of the Florida 1989 Business Corporation Act and Section 14A:10-7 of the New Jersey Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging J. Anthony & Associates Inc., a New Jersey corporation, having offices at 270 Davidson Avenue, Suite 107, Somerset, New Jersey 08873 ("JAA"), into J. Anthony & Associates of Florida, Inc., a Florida corporation, having offices at 500 North Maitland Avenue, Maitland, Florida 32751 ("JAAF", also referred to herein as the "Surviving Corporation").

JAA and JAAF, by the signature of their duly authorized officers, certify the following:

1. Merger. Upon the effective date of these Articles of Merger, JAA shall be deemed to have merged with and into JAAF (the "Merger").
2. Plan of Merger. The Agreement and Plan of Merger between JAA and JAAF (the "Plan") is annexed hereto as Exhibit "A." The Plan was approved by JAAF in accordance with the applicable provisions of the Florida 1989 Business Corporation Act. The Plan was approved by JAA in accordance with the applicable laws of the State of New Jersey.
3. Effective Date. The Merger shall become effective on the close of business on July 31, 2000.
4. Adoption of Plan.
 - a. Approval of the Plan by the sole shareholder of JAA was given without a meeting by written consent pursuant to N.J.S.A. 14A:5-6 on June 30, 2000.
 - b. Approval of the Plan by the sole shareholder of the Surviving Corporation was given without a meeting by written consent pursuant to Section 607.0704 of the Florida 1989 Business Corporation Act on June 30, 2000.

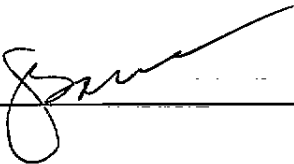
EFFECTIVE DATE


7-31-00

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their respective authorized officers on this 30th day of June, 2000.

ATTEST:

J. ANTHONY & ASSOCIATES INC.

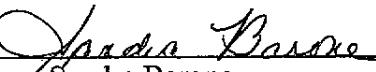


By: 
Name: Anthony J. Barone
Title: President

ATTEST:

J. ANTHONY & ASSOCIATES OF
FLORIDA, INC.



By: 
Name: Sandra Barone
Title: President

**AGREEMENT AND PLAN OF MERGER
OF
J. ANTHONY & ASSOCIATES INC.
INTO
J. ANTHONY & ASSOCIATES OF FLORIDA, INC.**

This Agreement and Plan of Merger adopted for the purpose of merging J. Anthony & Associates Inc., a New Jersey corporation, having offices at 270 Davidson Avenue, Suite 107, Somerset, New Jersey 08873 ("JAA"), into J. Anthony & Associates of Florida, Inc., a Florida corporation, having offices at 500 North Maitland Avenue, Suite 103, Maitland, Florida 32751 ("JAAF", also referred to herein as the "Surviving Corporation"), is made effective this 30th day of June, 2000.

WITNESSETH

WHEREAS, the Board of Directors of each of JAA and JAAF deem it desirable and in the best interest of each corporation and their shareholders that JAA be merged with and into JAAF; and

WHEREAS, each corporation desires that they so merge pursuant to the terms of the New Jersey Business Corporation Act ("NJBCA") and the Florida 1989 Business Corporation Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of the merger, the parties covenant and agree as follows:

1. Merger/Surviving Corporation. JAA shall merge into JAAF, effective on the close of business on July 31, 2000 (the "Effective Date"). JAAF shall be the surviving corporation.
2. Terms and Conditions of Merger. On the Effective Date:
 - 2.1 The separate corporate existence of JAA shall cease and terminate whereupon the Surviving Corporation shall become the owner, without further transfer, of all of the rights, powers, privileges, franchises, property, liabilities and debts of JAA, in the same manner as if the Surviving Corporation possessed or incurred them. The Surviving Corporation is authorized to conduct business in the State of New Jersey pursuant to the Certificate of Authority annexed hereto as Schedule A.
 - 2.2 The Certificate of Incorporation of the Surviving Corporation upon the Effective Date of the merger shall be the Certificate of Incorporation of said Surviving Corporation.
 - 2.3 The By-Laws of the Surviving Corporation shall be the By-Laws as and for the Surviving Corporation until the same be altered, amended or repealed.

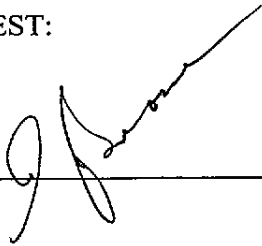
2.4 The Surviving Corporation shall pay all expenses of the merger.

3. Conversion of Stock. On the Effective Date, for every four and nine tenths (4.9) issued and outstanding shares of common stock in JAA (of which 49 shares are issued and outstanding) there shall be issued 1.0803 shares of the Surviving Corporation, whereupon the shares of stock in JAA shall be surrendered and canceled and the sole shareholder of JAA shall acquire a total of 10.803 shares of stock in the Surviving Corporation. By virtue of the merger and without any action by the sole shareholder of the Surviving Corporation, each issued and outstanding share of the Surviving Corporation shall continue unchanged and remain outstanding as common stock of the Surviving Corporation.
4. Officers and Directors. The directors and officers in office of the Surviving Corporation upon the Effective Date of the merger shall be the members of the first Board of Directors and the first officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of the Surviving Corporation.
5. Necessary Acts. In the event that the merger shall have been adopted by the sole shareholder of JAA in the manner prescribed by the provisions of the NJBCA and in the event that the merger shall have been duly authorized in compliance with the laws of the jurisdiction of incorporation of the Surviving Corporation, JAA and the Surviving Corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of New Jersey and of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.
6. Abandonment Provision. This Agreement and Plan of Merger may be abandoned at any time prior to the filing of the Certificate of Merger with the Secretary of State of New Jersey or the Articles of Merger with the State of Florida by mutual consent of the parties. In the event of abandonment of this Agreement and Plan of Merger, this Agreement shall become null and void and there shall be no liability or obligation on the part of any party.
7. Further Assurances. If at any time the Surviving Corporation determines that additional conveyances, documents or other actions are necessary to carry out the provisions of this Agreement and Plan of Merger, it is understood and agreed by the parties that the Surviving Corporation shall have the authority to execute such conveyances or documents and take such actions on behalf of JAA as may be required as agent and attorney-in-fact, with full power of substitution, to take any and all action on behalf of JAA as may be required to carry out the purposes and provisions of this Agreement and Plan of Merger.


8. Assumption of Tax Liability. The Surviving Corporation agrees that it shall guarantee the payment of and assume all liability for the payment of all taxes accrued and owing by JAA and shall submit to the New Jersey Dept. of Treasury its Guarantee and Assumption of Taxes Upon Merger.

IN WITNESS WHEREOF, JAA and JAAF have each caused this Plan and Agreement of Merger to be signed by their authorized officers on the date set forth above.

ATTEST:



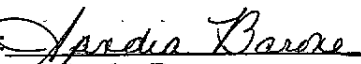
J. ANTHONY & ASSOCIATES INC.

By: 
Name: Anthony J. Barone
Title: President

ATTEST:



J. ANTHONY & ASSOCIATES OF
FLORIDA, INC.

By: 
Name: Sandra Barone
Title: President