

P93000069440

FILING COVER SHEET

REFERENCE: 204.2172

DATE: 4-14-98

CONTACT: CINDY HICKS

FROM: CORPORATE & CRIMINAL RESEARCH SERVICE
103 N. MERIDIAN STREET
TALLAHASSEE, FL 32301

TELEPHONE: 222-1173

SUBJECT: Catalina Resources, Inc.

FILED
 98 APR 14 PM 4:11
 CLERK OF SUPERIOR COURT
 TALLAHASSEE, FLORIDA

STATE FEES PREPAID WITH CHECK # 2585 FOR \$ 122.50

600002488256-19
 -04/14/98-01063-019
 ***122.50 ***122.50

PLEASE FILE:

- ARTICLES OF INC.
- AMENDMENT
- DISSOLUTION
- ANNUAL REPORT
- MERGER
- WITHDRAWAL
- QUALIFICATION
- LIMITED PARTNERSHIP
- ANNUAL REPORT
- FICTITIOUS NAME
- LIMITED LIABILITY
- REINSTATEMENT
- TRADEMARK/SERVICE
- UCC-1
- UCC-3

PROVIDE US WITH:

- CERTIFIED COPY
- CERTIFICATE OF STATUS
- STAMPED COPY

Examiner's Initials

4/16
 John Mergers
 C.C.

RECEIVED
 98 APR 14 AM 11:43
 CLERK OF SUPERIOR COURT
 TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

REED RESOURCES, INC., a Georgia corporation, not qualified in Florida

INTO

CATALINA RESOURCES, INC., a Florida corporation, P93000069440

File date: April 14, 1998

Corporate Specialist: Joy Moon-French

*Resubmit
Please give original
Submission date
as file date*



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

April 14, 1998

CORPORATE & CRIMINAL RESEARCH SERVICES

TALLAHASSEE, FL

SUBJECT: CATALINA RESOURCES, INC.
Ref. Number: P93000069440

We have received your document for CATALINA RESOURCES, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must be signed by the chairman, any vice chairman of the board of directors, its president, or another of its officers.

The name and title of the person signing the document must be noted beneath or opposite the signature.

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) 487-6957.

Joy Moon-French
Corporate Specialist

Letter Number: 298A00019907

98 APR 15 PM 3:35
DIVISION OF CORPORATIONS

RECEIVED

FILED

98 APR 14 PM 4:11

PLAN AND ARTICLES OF MERGER

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT is made and entered into this 1st day of April, 1998, by and between CATALINA RESOURCES, INC., a Florida corporation ("Catalina") and REED RESOURCES, INC., a Georgia corporation ("Reed"), and constitutes the PLAN AND ARTICLES OF MERGER for such corporations. Catalina and Reed are sometimes collectively referred to in this Agreement as the "Constituent Corporations" or are referred to individually as a "Constituent Corporation."

WITNESSETH:

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations and their respective stockholders that Reed be merged with and into Catalina and that Catalina merge Reed with and into itself, as authorized by the statutes of the State of Florida and under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, Catalina, by its Articles of Incorporation, which were filed by the Department of State of the State of Florida on October 6, 1993, has an authorized capitalization of 1,000,000 shares of common stock, par value \$.01 per share, of which 80 shares are now issued and outstanding; and

WHEREAS, Reed, by its Articles of Incorporation, which were filed by the Department of State of the State of Georgia on June 7, 1996, has an authorized capitalization of 1,000,000 shares of common stock, par value \$.01 per share, of which 100 shares are now issued and outstanding.

NOW, THEREFORE, the Constituent Corporations, by and among themselves and their respective Boards of Directors and stockholders, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do hereby agree each with the other that Reed merge with and into Catalina and that Catalina merge Reed with and into itself pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Plan and Articles of Merger:

1. Reed shall be, and it hereby is, merged with and into Catalina, and Catalina shall, and it hereby does, merge Reed with and into itself. Catalina shall be the surviving corporation in the merger (the "Surviving Corporation") and shall be governed by the laws of the State of Florida, which state shall be its domicile.

2. In connection with the merger, the existing Articles of Incorporation of Catalina, without amendment, are to be the Articles of Incorporation of the Surviving Corporation.

3. The manner and the basis of converting the outstanding shares of capital stock of each of the Constituent Corporations into the capital stock of the Surviving Corporation in the merger, on the basis of fair values assigned to said outstanding shares, shall be as follows:

a. Upon the effectiveness of the merger, each issued and outstanding share of the capital stock of Reed shall by virtue of the merger and without further action on the part of the holder thereof be converted into one share of the capital stock of the Surviving Corporation.

b. Upon the effectiveness of the merger, each issued and outstanding share of the capital stock of Catalina shall by virtue of the merger and without further action on the part of the holder thereof continue to be one share of the capital stock of the Surviving Corporation.

c. No fractional share or shares of the capital stock of the Surviving Corporation, and no certificate or certificates or scrip therefor, will be issued in connection with the merger. No holder of a fractional share interest or interests will be entitled to voting, dividend or any other rights as a stockholder with respect to such fractional interest or interests. In the event the calculation of the aggregate number of shares deliverable to and for the account of any former holder of the capital stock of a Constituent Corporation would otherwise result in such holder being entitled to a fraction of a share, the number of shares shall be increased to the next higher full share if such fraction is one half or more and shall be reduced to the next smaller full share if such fraction is less than one half.

d. As soon as practical after the effective date of the merger, each holder of a certificate or certificates representing outstanding shares of common stock of Reed shall be entitled, upon surrender of such certificate or certificates, to receive in exchange therefor a certificate or certificates representing the aggregate number of whole shares of the securities of the Surviving Corporation into which such shares of the capital stock of Reed shall have been converted pursuant to this Article.

4. The terms and conditions of the merger are as follows:

a. Until altered, amended, changed or repealed, the Articles of Incorporation of Catalina shall be the Articles of Incorporation of the Surviving Corporation in the merger.

b. Until altered, amended or repealed as provided therein, the bylaws of Catalina in effect on the effective date of the merger shall be the bylaws of the Surviving Corporation.

c. Until altered by the directors or stockholders, as the case may be, of the Surviving Corporation, the officers and directors of Catalina shall continue to

serve as the officers and directors of the Surviving Corporation. Such officers and directors shall hold their respective offices until their respective successors shall have been elected and qualified, unless they earlier die, resign or are removed.

d. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

e. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Constituent Corporations, the proper officers and directors of the Constituent Corporations shall execute and make all such proper assignments and assurances and do all things necessary or appropriate to vest title in such property or rights in the Surviving Corporation, or otherwise to carry out the intent or accomplish the purposes of this Agreement.

f. Catalina affirms that this merger complies with, and is permitted by, the laws of the State of Florida, and it has complied with applicable provisions.

g. Catalina appoints the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each corporation party to the merger, and agrees that it will promptly pay to the dissenting shareholders of each corporation party to the merger the amount, if any, to which they are entitled.

h. Reed affirms that this merger complies with, and is permitted by, the laws of the State of Georgia, and it has complied with applicable provisions.

i. This Agreement and the merger contemplated by it were approved and adopted by resolutions of the Boards of Directors of the Constituent Corporations by the unanimous written consent of all directors of such corporations on April 1, 1998.

j. After approval by the Boards of Directors of the Constituent Corporations, this Agreement and the merger contemplated by it were duly approved by the written consent of all the stockholders of such corporations on April 1, 1998.

k. Immediately upon the approval of this Agreement by the Departments of State of the States of Florida and Georgia, and the payment of all fees and taxes required by the laws of the States of Florida and Georgia, the merger shall be effective.

l. In order to facilitate the filing and recording of this Agreement, the same may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be executed in accordance with the laws of the States of Florida and Georgia.

CATALINA RESOURCES, INC.

By: 
David H. Reed, President
REED INDUSTRIES, INC.

By: 
David H. Reed, President

Catalina/docs/plan and aom reedcatalina