

P94000054773



ACCOUNT NO. : 072100000032

REFERENCE : 547182 82576A

AUTHORIZATION :

COST LIMIT : \$ PPD

FILED
01 DEC -4 PM 4:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 3, 2001

ORDER TIME : 3:34 PM

ORDER NO. : 547182-005

CUSTOMER NO: 82576A

CUSTOMER: John B. Ritch, Esq
Overstreet Miles Ritch &
100 Church Street

Kissimmee, FL 34741

RECEIVED
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IN PAYMENT OF FEE
DIVISION OF CORPORATE REG
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

REICH LAND & INVESTMENTS, INC.

INTO

REICH HOLDINGS, INC.

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-12/05/01--01004--002
*****35.00 *****35.00

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-12/05/01--01004--003
*****35.00 *****35.00

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea

C. Coulliste DEC 06 2001

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

REICH LAND AND INVESTMENTS, INC., a Florida corporation, P94000054777

INTO

REICH HOLDINGS, INC., a Florida entity, P94000054773.

File date: December 4, 2001

Corporate Specialist: Cheryl Coulliette



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

December 5, 2001

CSC
ATTN: SARA
TALLAHASSEE, FL

SUBJECT: REICH HOLDINGS, INC.
Ref. Number: P94000054773

RESUBMIT

Please give original
submission date as file date.

We have received your document for REICH HOLDINGS, INC. and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

There is not "Exhibit A or Exhibit B" as mentioned in your documents. Either have those Exhibits showing or remove the verbage referring to the Exhibits from your documents.

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) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 601A00064155

RECEIVED
01 DEC - 6 AM 11:27

EXHIBIT "B"

ARTICLES OF MERGER OF REICH LAND & INVESTMENTS, INC.
WITH AND INTO REICH HOLDINGS, INC.

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act for the purpose of merging REICH LAND & INVESTMENTS, INC., a Florida corporation, with and into REICH HOLDINGS, INC., a Florida corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Reich Holdings, Inc.	Florida
Reich Land & Investments, Inc.	Florida

2. The name which the Surviving Corporation is to have after the merger will be REICH HOLDINGS, INC.

3. This merger is permitted under the laws of the State of Florida. REICH HOLDINGS, INC. and REICH LAND & INVESTMENTS, INC. have complied with the applicable provisions of the laws of the State of Florida.

4. The AGREEMENT AND PLAN OF MERGER OF REICH HOLDINGS, INC. and REICH LAND & INVESTMENTS, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit A attached hereto and incorporated herein by reference.

5. The Board of Directors of REICH HOLDINGS, INC., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on October 12, 2001, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of REICH LAND & INVESTMENTS, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on October 12, 2001, and directed that such document be submitted to a vote of its shareholders. The shareholders of REICH HOLDINGS, INC. and REICH LAND & INVESTMENTS, INC. respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by unanimous vote on October 12, 2001, in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT PLAN OF MERGER were as follows:

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TALLAHASSEE, FLORIDA

Name of Corporation	Number of Shares Outstanding	Number of Shares Entitled to Vote
Reich Holdings, Inc.	1000 shares of \$1.00 par value common stock ("RH Common")	1000
Reich Land & Investments, Inc.	1000 shares of \$1.00 par value common stock ("RL&I Common")	1000

There were no shares of REICH HOLDINGS, INC. or REICH LAND & INVESTMENTS, INC. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

Name of Corporation	Total Shares Voted For	Total Shares Voted Against
Reich Holdings, Inc.	1000 Common	None
Reich Land & Investments, Inc.	1000 Common	None

8. The Articles of REICH HOLDINGS, INC. will not be amended in conjunction with the merger.

9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective upon filing the Articles of Merger with the Florida Department of State, pursuant to Section 607.1105 of the Florida Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of REICH HOLDINGS, INC., and by the President and Secretary of REICH LAND & INVESTMENTS, INC. each thereunto duly authorized, as of the 12 day of October, 2001.

REICH HOLDINGS, INC.

(CORPORATE SEAL)

By: John C. Reich
John C. Reich, President

ATTEST: Shayna Reich
Secretary

REICH LAND & INVESTMENTS, INC.

By: John C. Reich
John C. Reich, President

(CORPORATE SEAL)

ATTEST: Shayna Reich
Secretary

RESOLUTION OF REICH HOLDINGS, INC.
BOARD OF DIRECTORS

UNANIMOUS WRITTEN CONSENT
TO INFORMAL ACTION BY THE BOARD OF DIRECTORS

The undersigned, being all the members of the Board of Directors of REICH HOLDINGS, INC, a Florida corporation (the "Corporation"), pursuant to the provisions of Section 607.0823 and Section 607.0821 of the Florida Business Corporation Act, do hereby waive any and all requirements for the holding of a meeting of the Board of Directors of the Corporation and do hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with REICH LAND & INVESTMENTS, INC.

WHEREAS, in the opinion of the Board of Directors, it is advisable and in the best interests of the Corporation and its shareholders that REICH HOLDINGS, INC. and REICH LAND & INVESTMENTS, INC. be merged with and into the Corporation pursuant to the provisions of the Florida Business Corporation Act; and

WHEREAS, the merger shall be carried out in accordance with the terms and provisions of the AGREEMENT AND PLAN OF MERGER OF REICH LAND & INVESTMENTS, INC. WITH AND INTO REICH HOLDINGS, INC. (the "AGREEMENT AND PLAN OF MERGER"), a copy of which is attached hereto as Exhibit A and hereby made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, that the AGREEMENT AND PLAN OF MERGER be, and the same hereby is, approved and adopted;

FURTHER RESOLVED, that the ARTICLES OF MERGER (the "ARTICLES OF MERGER"), a copy of which is attached hereto as Exhibit B and hereby made a part hereof, be, and the same hereby are, approved and adopted;

FURTHER RESOLVED, that the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER shall be submitted to the shareholders of the Corporation to be approved and adopted;

FURTHER RESOLVED, that upon such approval and adoption by the shareholders, the proper officers of the Corporation shall be, and they hereby are, authorized and directed to execute the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER; and


FURTHER RESOLVED, that upon such approval and adoption by the shareholders, the proper officers of the Corporation shall be, and they hereby are, authorized and directed to do all such acts and things and to execute such documents, agreements, and certificates

in the name of and on behalf of the Corporation, and to deliver or file such documents, agreements and certificates in the name of and on behalf of the Corporation, and to deliver or file such documents, agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees, expenses and charges as they, or any of them, may deem necessary or appropriate to effectuate the AGREEMENT AND PLAN OF MERGER and the full intent and purposes thereof.

The undersigned, being all of the Directors of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation. This document may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned Directors have hereunto set their hands and seals on this 12th day of October, 2001.


DIRECTORS:



John C. Reich (SEAL)



Shayna Thomas Reich (SEAL)



Robert L. Reich (SEAL)

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER OF
REICH LAND & INVESTMENTS, INC. WITH AND INTO
REICH HOLDINGS, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of October 12, 2001 by and between REICH HOLDINGS, INC. ("RH"), a corporation organized and existing under the laws of the State of Florida and REICH LAND & INVESTMENTS, INC. ("RL&I"), a corporation organized and existing under the laws of the State of Florida (RL&I being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the interest of the Constituent Corporations that RL&I merge with and into RH, with RH being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein:

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 RL&I shall be merged with and into RH in accordance with the laws of the State of Florida. The separate corporate existence of RL&I shall thereby cease, and RH shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "REICH HOLDINGS, INC."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporations shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, and powers of the Merging Corporations, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporations and all debts (other than those described in 1.5 below) due on whatever account to it, including all chooses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, and privileges, of a public as well as of a private nature, and all and every other interest of the Merging Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporations.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such Corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against said corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporations. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

1.5 The assumption of the shareholder debt of the Merging Corporation by the Surviving Corporation shall not be considered part of the consideration for the Merging Corporations stock surrendered in this merger and no part of said debt shall be considered satisfied by part of the Surviving Corporation stock received in this merger. The assumption of the Merging Corporation's shareholder debt by the Surviving Corporation shall not change any terms of such debt and shall be considered an assumption of the debt. The assumption of the shareholder debt shall not be considered an exchange of debt.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon filing the Articles of Merger with the Florida Department of State, pursuant to Section 607.1101 of the Florida Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or any of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all further actions as 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 such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS: DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of RH as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of RH as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with the law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of RH immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued an outstanding One Thousand (1000) shares of \$1.00 par value Common Stock ("RH Common"), which shares of Common stock are the only outstanding shares of the Surviving Corporation.

4.2 (a) RL&I presently has issued an outstanding One Thousand (1000) shares of \$1.00 par value Common Stock ("RH&I Common").

4.3 At the Effective Time, the issued and outstanding shares of RL&I Common shall be converted into Five Hundred (500) shares of RH Common. After the Effective Time, each holder of outstanding certificate or certificates theretofore representing shares of RL&I Common shall surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing respectively, one-half (1/2) share of RH Common for every one (1) share of RL&I Common previously represented by the stock certificates surrendered. Until surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented RH Common shall be deemed and treated for all corporate purposes to represent the ownership of one-half (1/2) share of RH Common as contained in said certificates. No other cash, shares, securities or obligations will be distributed or issued upon conversion of RH.

ARTICLE V

MISCELLANEOUS

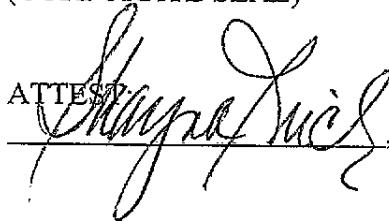
5.1 Notwithstanding anything herein to the contrary, the Board of Directors of all of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporations. In the event of such termination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of RH and RL&I dissenting to the Agreement and Plan shall be entitled, pursuant to Sections 607.1103, 607.1301, 607.1302 and 607.1320 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

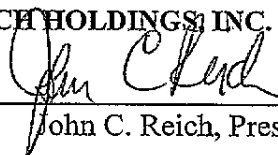
(CORPORATE SEAL)

ATTEST

 Secretary

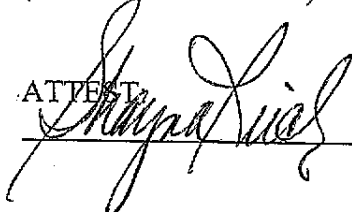
REICH HOLDINGS, INC.

By:


John C. Reich, President

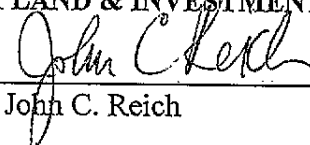
(CORPORATE SEAL)

ATTEST

 Secretary

REICH LAND & INVESTMENTS, INC.

By:


John C. Reich