

P94000056785

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(904) 224-8870 • 1-800-342-8062 • Fax (904) 222-1222

FILED
97 AUG 28 AM 11:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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*****70.00 *****70.00

F & J Investments
Jm Sunshine Properties,
Inc.

Name Availability	8/2/97
Document Examiner	Don
Updater	Don
Update Verifier	Don
Acknowledgement	Don
W.P. Verifier	Don

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Signature _____

Requested by DR

8/28 9:45

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

Art of Inc. File merger
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Name Reservation _____
☒ Merger File _____
Art. of Amend. File _____
RA Resignation _____
Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
Cert. Copy _____
Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
Officer Search _____
Fictitious Search _____
Fictitious Owner Search _____
Vehicle Search _____
Driving Record _____
UCC 1 or 3 File _____
UCC 11 Search _____
UCC 11 Retrieval _____
Courier _____

RECEIVED
97 AUG 28 AM 11:10
DIVISION OF CORPORATION

P94000056785

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

F & J INVESTMENT SERVICES, INC., a Florida corporation P93000070482

INTO

GRAND CANYON INVESTMENTS, INC., a Florida corporation, P94000056785.

File date: August 28, 1997

Corporate Specialist: Annette Hogan



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

August 28, 1997

Capital Connection, Inc.
417 E. Virginia Street
Suite 1
Tallahassee, FL 32302

SUBJECT: GRAND CANYON INVESTMENTS, INC.
Ref. Number: P94000056785

We have received your document for GRAND CANYON INVESTMENTS, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

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

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Hogan
Corporate Specialist

Letter Number: 697A00043449

Corrected
RECEIVED
AUG 29 AM 9:21
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
OF
F & J INVESTMENT SERVICES, INC., A FLORIDA CORPORATION
INTO
GRAND CANYON INVESTMENTS, INC., A FLORIDA CORPORATION

ARTICLES OF MERGER between F & J INVESTMENT SERVICES, INC., a Florida corporation ("FJIS") and GRAND CANYON INVESTMENTS, INC., A Florida corporation ("GRAND CANYON").

Pursuant to S. 607.1105 of the Florida Business Corporation Act (the "Act"), FJIS and GRAND CANYON, adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated August 22, 1997 between FJIS and GRAND CANYON was approved and adopted by the shareholders of FJIS on August 22, 1997 and was adopted by the shareholders of GRAND CANYON on August 22, 1997.
2. Pursuant to the Plan of Merger, all issued and outstanding shares of FJIS's stock will be acquired by means of a merger of FJIS into GRAND CANYON with GRAND CANYON as the surviving corporation ("Merger").
3. Pursuant to S. 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this 22 day of August, 1997.

ATTEST:

/ F & J INVESTMENT SERVICES, INC.
A Florida corporation

By: 

President or Vice President (SEAL)
Fadi Chakhtoura, President

/ GRAND CANYON INVESTMENTS, INC.
A Florida corporation

By: 

President or Vice President (SEAL)
Robert Liguori, Vice President

97 AUG 28 AM 11:35
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER OF
F & J INVESTMENT SERVICES, INC., A FLORIDA CORPORATION
INTO GRAND CANYON INVESTMENTS, INC., A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated August 22, 1997 made by and among Grand Canyon Investments, Inc. a Florida corporation ("Parent") and F & J Investment Services, Inc., a Florida corporation ("Subsidiary") (collectively the "Constituent Corporations").

WITNESSETH:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger") on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, Parent owns 100% percent of Subsidiary's outstanding Common Stock; and

WHEREAS, the Board of Directors of Parent has determined that It is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth, in accordance with S. 607.1104 of the Florida Business Corporation Act (the "Act");

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1. The term "Effective Date" shall mean August 28, 1997 the date on which the Articles of Merger are filed with the Secretary of State.
2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the State of Florida.
3. The Plan of Merger has been approved by the Directors of parent in accordance with S. 607.1104 of the Act. Parent shall deliver notice of the Merger to all shareholders of Subsidiary. Parent agrees not to file Articles of Merger with the

Florida Secretary of State in accordance with the Act until at least 30 days after the notice is mailed (unless remaining shareholders of Subsidiary waive such notice in writing).

ARTICLE II

EFFECTS OF THE MERGER

At the effective date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in S. 607.1106 of the Act.

ARTICLE III

DISSENTERS' RIGHTS

Shareholders of Subsidiary who, except for the applicability of S. 6507.1104(1)(a) of the Act which provides that a vote of the Parent's or Subsidiary's shareholders is not required to approve the Merger, would be entitled to vote on the merger and who wish to dissent, are entitled, if the shareholder complies with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of such shareholder's shares.

ARTICLE IV

ASSIGNMENT

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in parent.

EXPENSES

Parent shall pay all expenses of accomplishing the Merger.

ARTICLE V

AMENDMENT

At any time before the filing with the Florida Secretary of State of the Articles of

Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the effective date.

ARTICLE VI

TERMINATION

If for any reason, consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. Upon termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands this 22 day of August, 1997.

PARENT:

GRAND CANYON INVESTMENTS, INC.
A Florida corporation

By: 

Robert Liguori, Vice President

SUBSIDIARY:

✓ F & J INVESTMENT SERVICES, INC.
A Florida corporation

By: 

Fadi Chakhtoura, President

ARTICLES OF MERGER
OF
F & J INVESTMENT SERVICES, INC., A FLORIDA CORPORATION
INTO
GRAND CANYON INVESTMENTS, INC., A FLORIDA CORPORATION

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A Florida corporation

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President or Vice President (SEAL)

Fadi Chakhtoura, President

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Robert Liguori, Vice President