

# P94000072848

## Florida Department of State

Division of Corporations

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*621586.194*

## MERGER OR SHARE EXCHANGE

BARA UNIVERSAL, INC.

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Certificate of Status	1
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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF BARA VINELAND, INC.  
WITH AND INTO BARA UNIVERSAL, INC.**

FILE  
03 JUL 30 AM 11  
SECRETARY OF ST.  
TALLAHASSEE, FLOR.

The following articles of merger are being submitted in accordance with section(s) 607.1105, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Bara Vineland, Inc. 5728 Major Blvd. - Suite 601 Orlando, Florida 32819	Florida	Corporation

Florida Document/  
Registration Number: P94000083280

FEI  
Number: 593280754

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Bara Universal, Inc. 5728 Major Blvd. - Suite 601 Orlando, Florida 32819	Florida	Corporation

Florida Document  
/Registration Number: P94000072848

FEI  
Number: 593273035

**THIRD:** The attached Agreement and Plan of Merger (Exhibit "A") meets the requirements of section(s) 607.1101, Florida Statutes, and was approved by the board of directors and the shareholders of Bara Vineland, Inc. on July<sup>30</sup>, 2003 and by the board of directors and the shareholders of Bara Universal, Inc. on July<sup>30</sup>, 2003, in accordance with Chapter 607, Florida Statutes.

**FOURTH:** The merger shall become effective as of the date these Articles of Merger are filed with the Florida Department of State.

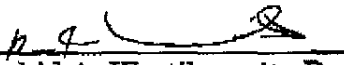
**FIFTH:** The Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30 day of July, 2003.

**BARA UNIVERSAL, INC.**

By:   
Rashid A. Khatib, as its President

**BARA VINELAND, INC.**

By:   
Rashid A. Khatib, as its President

## Exhibit "A"

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into on July 30, 2003 between BARA VINELAND, INC., a Florida Corporation ("Vineland" or the "Merging Company"), and BARA UNIVERSAL, INC., a Florida Corporation ("Universal" or the "Surviving Company").

## WITNESSETH:

WHEREAS, Rashid A. Khatib and Zahi W. Khouri are the only shareholders in Vineland and Universal (the "Shareholders") and the Shareholders believe that the merger of Vineland with and into Universal would be advantageous; and

WHEREAS, it is the intention of the parties that Vineland and Universal be merged pursuant to Section 607.1101, Florida Statutes, on the terms set forth herein; and

WHEREAS, the Board of Directors of each of Vineland and Universal and all of the Shareholders of each of Vineland and Universal have approved this Agreement and the transactions contemplated hereby;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. The Merger. By execution and delivery of this Agreement, Bara and Universal agree that:

- (a) Vineland shall be merged with and into Universal (the "Merger").
- (b) All shares of stock of Vineland shall be cancelled.
- (c) Since the Shareholders have the same percentage ownership in both the Merging Company and the Surviving Company, no additional stock in the Surviving Company shall be issued as a result of the Merger.
- (d) The Merger will be effected without registering any securities associated with the Merger under the Securities Act of 1933, as amended (the "Securities Act"), or under applicable state securities laws, pursuant to exemptions from such registration ; and
- (e) The Merger is intended to qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

2. Effective Date, Etc. The Merger shall become effective as of the date the Articles of Merger in the form attached hereto as Exhibit A (the "Articles of Merger") are filed with the Florida Department of State (the "Effective Date"). From and after the Effective Date, the Articles of Incorporation and Bylaws of Universal as in effect immediately prior to the Effective Date shall be the Articles of Incorporation and Bylaws of the Surviving Company, until further amended.

3. Value of Vineland. The aggregate value of Vineland (the "Vineland Value") is agreed to be the value shown on Vineland's balance sheet as of the Close of business on the day prior to the Effective Date.

4. Universal's Warranties and Representations. As a material inducement to Vineland to enter into this Agreement and consummate the transactions contemplated hereby, Universal makes the following representations and warranties to Vineland. The representations and warranties are true and correct in all material respects at this date, and will be true and correct in all material respects on the Effective Date as though made on and as of such date.

(a) Due Authorization. This Agreement has been duly authorized, executed and delivered by Universal and constitutes a valid and binding agreement of Universal enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other similar laws relating to, limiting or affecting the enforcement of creditors rights generally or by the application of equitable principles. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with any of the provisions hereof, will violate any order, writ, injunction or decree of any court or governmental authority, or violate or conflict with in any material respect or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) any provisions of Universal's Articles of Incorporation or Bylaws, the terms or conditions or provisions of any note, bond, lease, mortgage, obligation, agreement, understanding, arrangement or restriction of any kind to which Universal is a party or by which Universal or its properties may be bound, or violates any statute, law, rule or regulation applicable to Universal. No consent or approval by any governmental authority is required in connection with the execution and delivery by Universal of this Agreement or the consummation of the transactions contemplated hereby.

(b) Full Disclosure. Universal has not failed to disclose to Vineland any events, conditions, and facts of which it may have knowledge and that may materially and adversely affect the business or prospects of Universal.

(c) Brokerage Fees. Universal has not incurred, and will not incur, any liability for brokerage or finder's fees or similar charges in connection with this Agreement.

**5. Representations and Warranties of Vineland.** As a material inducement to Universal to enter into this Agreement and consummate the transactions contemplated hereby, Vineland makes the following representations and warranties to Universal. The representations and warranties are true and correct in all material respects at this date, and will be true and correct in all material respects on the Effective Date as though made on and as of such date.

(a) Due Organization. Vineland is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Vineland has the corporate power to own its property and to carry on its business as now presently conducted. Vineland is qualified to do business and in good standing in each state where the properties owned, leased or operated, or the business conducted, by it require such qualification.

(b) Capitalization. The authorized capital stock of Vineland consists of 600 shares of Common Stock, of which 600 shares are currently issued and outstanding, have been validly issued and are fully paid and non-assessable.

(c) Full Disclosure. Vineland has not failed to disclose to Universal any events, conditions, and facts of which it may have knowledge and that may materially and adversely affect the business or prospects of Vineland.

(d) Brokerage Fees. Vineland has not incurred, and will not incur, any liability for brokerage or finder's fees or similar charges in connection with this Agreement.

**6. Closing.** At the closing of the Merger (the "Closing"), the following transactions shall occur, all of such transactions being deemed to occur simultaneously:

(a) Unless waived by Universal, Vineland will deliver, or cause to be delivered, to Universal the following

(1) all share certificates representing outstanding stock of Vineland;

(2) all corporate records of Vineland;

(3) a Certificate of Status from the Secretary of State of Florida, dated within 30 days of the Effective Date, to the effect that Vineland is in active status under the laws of the State of Florida;

(4) certified copies of resolutions of the Board of Directors and Shareholders of Vineland authorizing the transactions contemplated under this Agreement;

(5) executed Articles of Merger; and

(6) such other documents as may be needed to accomplish the Merger under the corporate laws of the State of Florida or as reasonably may be requested by Universal in furtherance of the provisions of this Agreement.

(b) Universal will deliver or cause to be delivered to Vineland:

(1) copies of resolutions of the Board of Directors and Shareholders of Universal authorizing the transactions contemplated under this Agreement;

(2) executed Articles of Merger; and

(3) such other documents as may be needed to accomplish the Merger under the corporate laws of the State of Florida or as reasonably may be requested by Vineland in furtherance of the provisions of this Agreement.

7. Miscellaneous. The following miscellaneous provisions shall govern this Agreement

(a) Further Assurances. At any time, and from time to time, after the closing of this transaction, each party will execute such additional instruments and take such further action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

(b) Time. Time is of the essence.

(c) Survival of Representations. All covenants and agreements made herein shall survive the closing of this transaction.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior negotiations, letters and understandings relating to the subject matter hereof.

(e) Amendment. This Agreement may not be amended, supplemented or modified in whole or in part except by a written instrument signed by both parties.

(f) Choice of Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

(g) Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this agreement.

(h) Construction. Both parties hereto participated in the preparation of this Agreement and, therefore, this Agreement shall be construed neither against nor in favor of either of the parties hereto, but rather in accordance with the fair meaning thereof.

(i) Effect of Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement, or the waiver by any party of any breach of any provision of this Agreement, will not affect the right to enforce the same, unless such waiver is in writing. No waiver given will be construed to be a waiver of any succeeding breach of that provision or a waiver of any breach of any other provision.

(j) Severability. The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. If any one or more of the provisions contained in this Agreement, or any portion thereof, shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

(k) Enforcement. Any controversy between the parties arising out of or relating to this Agreement, or the transactions described herein, shall be settled by binding arbitration in Orange County, Florida, in accordance with the Commercial



Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted before and by a single arbitrator selected by the parties. If the parties have not selected an arbitrator within ten (10) days of written demand for arbitration, the arbitrator shall be selected by the American Arbitration Association pursuant to the then current rules of that Association. The expenses of arbitration shall be divided equally between the parties. The duty to arbitrate shall survive the cancellation or termination of this Agreement.

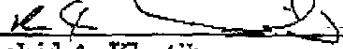
(l) Binding Nature. This Agreement will be binding upon and will inure to the benefit of any successor or successors of the parties hereto.

(m) No Third-Party Beneficiaries. No person shall be deemed to possess any third-party beneficiary right pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

"VINELAND"

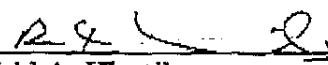
BARA VINELAND, INC.


By:   
Rashid A. Khatib  
President, Secretary, Director, and  
Shareholder

By:   
Zahi W. Khouri  
Director, and Shareholder

"UNIVERSAL"

BARA UNIVERSAL, INC.

By:   
Rashid A. Khatib  
President, Secretary, Director, and  
Shareholder

By:   
Zahi W. Khouiri  
Director, and Shareholder

hk draft 6/23/03  
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