

P95000009183

Brian Brown

Requestor's Name

Kitch Drutchas Wagner & Kenney

Address

1 Woodward 10th FL

City/State/Zip

Phone #

Detroit, MI 48226

200002826582--3

-04/01/99-01072--004

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

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

☐ Walk in

☐ Pick up time _____

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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99 APR -1 PM 3:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merge
3/4/5/99

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

WAZOOSKI EXPRESS, INC. a nonqualified Michigan corporation

INTO

FLORIDA CURBING INC., a Florida corporation, P95000009183.

File date: April 1, 1999

Corporate Specialist: Susan Payne

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

Name

Jurisdiction

Florida Curbing Inc.

Florida

Second: The name and jurisdiction of each merging corporation is:

Name

Jurisdiction

Wazooski Express, Inc.

Michigan

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR 04 / 01 / 99 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on January 4, 1999

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on January 4 1999 and shareholder approval was not required.

(Attach additional sheets if necessary)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Typed or Printed Name of Individual & Title

James N. Turek
Its: President


Rudolph T. Polselli Jr
Its: President

[Signature]

[illegible]

Typed or Printed Name of Individual & Title

James N. Turek
Its: President


Rudolph T. Polselli, Jr.
Its: President

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation is:

Name

Jurisdiction

Florida Curbing Inc

Michigan

Second: The name and jurisdiction of each merging corporation is:

Name

Jurisdiction

Wazooski Express, Inc

Michigan

Third: The terms and conditions of the merger are as follows:

Each of the 500 shares of Florida Curbing, Inc. are converted into 2000 shares of Wicklund Holding Company, a Delaware Corporation ("WHC"), and sole shareholder of Wazooski Express, Inc. and a 90 day note for \$1,000 per share in cash of WHC.

Each of the 1000 outstanding shares of Wazooski Express, Inc. which are own by WHC are converted into 1/2 share of Florida Curbing, Inc.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows: Stated above.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit: Exhibit attached:

1. Investment Letter
2. Action of sole Incorporation of Wazooski Express, Inc.
3. Action of Directors without a meeting of Wazooski Express, Inc.
4. Action of the sole Director of Wicklund Holding Company, Inc.
5. Action of all Directors and all Stockholders of Florida Curbing, Inc. without a meeting.
- OR 6. Agreement and plan of merger.

Restated articles are attached:

Other provisions relating to the merger are as follows:

Sent By: ;
Received: 1/ 5/99 10:17AM;

606 225 1042; Jan-6-99 12:31PM;
-> 606 225 1042; Page 13

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Sent By: ;

606 225 1042; Jan-4-99 3:52PM;

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INVESTMENT LETTER

Board of Directors
Wazooski Express, Inc.
31555 W. 14 Mile Road, Suite 315
Farmington Hills, MI 48334

Re: Purchase of 1,000 shares of the Common Stock,
no par value per share of Wazooski Express, Inc. (The "Stock")

Gentlemen:

In conjunction with the purchase by the undersigned of 1,000 shares of the Common Stock of Wazooski Express, Inc., a Michigan corporation (the "Corporation"), for \$.001 cash per share for investment from the Corporation, I (hereinafter the term "I" refers to Wicklund Holding Company) hereby represent and warrant to the Corporation that I understand that the shares were not registered under the Securities Act of 1933, as amended (the "Act"), and I shall not endeavor to transfer the shares by sale, pledge, gift or any other means if, in the opinion of counsel to the Corporation, such transfer would be in violation of any law or rule administered by the Securities and Exchange Commission, any national stock exchange or any over-the-counter securities regulation authority.

In addition to the foregoing, and to induce the Corporation to issue and deliver the shares being transferred to me, I hereby represent, warrant and agree to and with you that, except for possible sales under Rule 144 as set forth below:

- (a) I have not offered or sold the shares within the meaning of the Act;
- (b) I am acquiring the shares for my own account for investment, with no present intention of dividing my interest with others or of reselling or otherwise disposing of all or any portion of the same;
- (c) Other than to cancel the shares in exchange for shares of all outstanding capital stock of Florida Curbing, Inc., a Florida corporation, currently held by 2 accredited investors in a Regulation D transaction, which shall be exempt from registration under the Act, I do not have in mind any sale of the shares, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or non-occurrence of any predetermined event or circumstance;
- (d) Except as set forth in subparagraph (c) above, I have no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for or which is likely to compel a disposition of the shares,

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Board of Directors
Wazooski Express, Inc.
Page 2

- (e) I am not aware of any circumstances in existence which are likely in the future to prompt a disposition of the shares;
- (f) I am incorporated in the State of Delaware and my principal office is in Kentucky as of the date of this investment letter.

It is understood that the foregoing representation and agreement shall not preclude a sale in compliance with Rule 144 under the Act, as such Rule may be amended and in effect at the time

This letter will also confirm my awareness of the following facts and/or agreements, as appropriate:

- (1) The certificates for the shares issued to me will bear the following legend:

The shares represented by this certificate were sold without registration under the Securities Act of 1933 ("Act"), and are "restricted securities" as defined in Rule 144 under the Act. The shares have been acquired for investment and no sale, transfer or hypothecation of the shares or any interest therein may be made except pursuant to an effective registration statement under the Act, unless the Corporation has received an opinion of counsel to the Corporation that such transfer does not require registration under the Act.
- (2) You will place appropriate stop transfer orders regarding the shares in your stock records. I understand and agree that these restrictions and orders will be maintained until they are no longer necessary to prevent any violation of any federal, state, national stock exchange or over-the-counter law, rule or regulation in the opinion of counsel to the Corporation.
- (3) Since the shares have not been registered under the Act, they must be held indefinitely unless subsequently registered or an exemption from the registration requirements of the Act is available.
- (4) Any routine sales of the shares made in reliance upon Rule 144 may only be made if that Rule is then available and then only in limited amounts in accordance with the terms and conditions of that Rule as in effect at the time for such sales and in the case of securities to which that Rule is not applicable, compliance with Regulation A or some other disclosure exemption will be required.
- (5) The Corporation is not obligated to and does not propose to register the shares to enable me to sell the shares or to furnish me with the information necessary to

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Board of Directors
Wazooski Express, Inc.
Page 3

enable me to make routine sales of the shares under Rule 144, or any such exemption.

- (6) Only the Corporation can take action to register the shares under the Act or to comply with the requirements for an exemption under Regulation A, or some other section under the Act, and the Corporation is under no obligation to do so

Dated: _____, 1998

PURCHASER:

WICKLUND HOLDING COMPANY

By:


James N. Turek, Chairman

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**ACTION OF SOLE INCORPORATOR
OF
WAZOOSKI EXPRESS, INC**

The Articles of Incorporation of WAZOOSKI EXPRESS, INC., a Michigan corporation (the "Corporation"), having been filed in the office of the Michigan Corporation, Securities and Land Development Bureau in December, 1998, and the undersigned, being the sole incorporator named in the Articles of Incorporation, hereby takes the following actions and adopts the following resolutions without a meeting:

RESOLVED, that the By-Laws in the form presented to the undersigned incorporator be and hereby are adopted by the Corporation and are ordered to be inserted in the corporate minutes immediately preceding this action of the sole incorporator in lieu of an organizational meeting.

FURTHER RESOLVED, that the following person be and hereby is elected as director of the Corporation to serve until the first meeting of shareholders of this Corporation and until the successor thereof is duly elected and qualified:

JAMES N. TUREK

FURTHER NOTED FOR THE RECORD by the undersigned as Counsel to Wicklund Holding Company ("WHC"), that under §402(b)(10) of the Michigan Uniform Securities Act, as amended, the purchase of the Corporation's common stock is being made, pursuant to the subscription therefor of WHC in circumstances where to its knowledge:

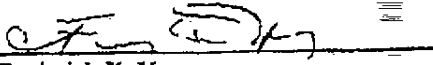
(a) there was no publication or circulation of advertising of such common stock by the Corporation or anyone else,

(b) it is purchasing the common stock for its own account for investment and not for distribution, except as permitted without registration under federal and state law,

(c) no brokerage commissions or finder's fees were paid or given directly or indirectly for soliciting the purchase of such common stock, and

(d) there is only one purchaser in the offering and sale to WHC.

IN WITNESS WHEREOF, I hereby set my hand as of this 20th day of January, 1998.


Frederick K. Hoops

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Jan-6-99 12:33PM;

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606 225 1042; Page 1/

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Jan-4-99 3:58PM;

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**ACTION OF DIRECTORS
WITHOUT A MEETING
OF
WAZOOSKI EXPRESS, INC.**

The undersigned, being the sole director of WAZOOSKI EXPRESS, INC., a Michigan corporation (the "Corporation"), hereby takes the following action and adopts the following resolutions without a meeting:

RESOLVED, that the following person be and hereby is elected as officers of the Corporation to serve in the officer positions set forth opposite his name until his respective successors are duly elected and qualified:

James N. Turek

President and Secretary

FURTHER RESOLVED, that no corporate seal is being obtained as it is deemed to be unnecessary.

FURTHER RESOLVED, that the principal office of the Corporation be established and maintained at 31555 W. 14 Mile Road, Suite 315, Farmington Hills, Michigan 48334, that meetings of the Board of Directors shall from time to time order, and that all books of the Corporation shall be kept at said principal offices.

FURTHER RESOLVED, that until otherwise ordered, all meetings of the Board of Directors be held at said principal office at such time as is specified from time to time in accordance with the By-Laws of the Corporation.

FURTHER RESOLVED, that the proper officer of this Corporation be and he hereby is authorized and directed, on behalf of the Corporation, to make and file such certificate or certificates, report or reports, or other instrument or instruments as may now or hereafter be required by law to be filed in any state, territory, colony, or dependency of the United States, or in any foreign country in which said officers shall find it necessary or expedient to file the same to authorize and maintain the authorization of the Corporation to transact business in such state, territory, colony, dependency or foreign country.

FURTHER RESOLVED, that since the sole purpose of this Corporation is to merge into Florida Curbing, Inc. and to exchange shares of Wicklund Holding Company, a Delaware corporation ("WHC"), which were issued to this Corporation as its capitalization and WHC is paying the cost to organize this Corporation, no corporate record books or bank accounts need to be acquired for its purposes.

FURTHER RESOLVED, that the action taken by the incorporator of this Corporation, including the adoption of By-Laws which have been presented to the

undersigned director, be and hereby are in all aspects approved, ratified and confirmed.

FURTHER RESOLVED, that since the purpose of this Corporation is to merge into Florida Curbing, Inc., there is no need for it to evidence stock sold hereunder by one or more stock certificates. Accordingly, no form of certificate is adopted.

FURTHER RESOLVED, that the President be and hereby is authorized and empowered to sell, assign, and transfer any and all stocks, bonds, evidences of interest and/or indebtedness, rights and options to acquire or to sell the same, and all other securities, corporate or otherwise, standing in the name or, or belonging to, this Corporation in any capacity. Authority under this resolution shall extend to initial issuance of authorized but unissued shares of capital stock or evidence of indebtedness of this Corporation only to the extent that specific resolutions of this Board authorized issuance of particular amounts and then only in accordance with the terms of such specific resolution. This resolution shall not be deemed to curtail other authority in this regard as to the above or other officers of this Corporation under the By-Laws, Articles of Incorporation, or other applicable law.

FURTHER RESOLVED, that the appropriate officer of the Corporation shall issue and sell 1,000 shares of the common stock of the Corporation, at a purchase price of \$1.00 per share to the following person for cash:

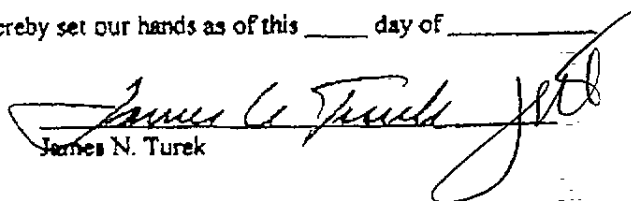
Name	Purchase Price	Number of Shares
Wicklund Holding Company ("WHC")	\$1.00	1000

The aforesaid purchase price shall be paid to this Corporation through WHC's payment to incorporate this Corporation and by contribution of 1,200,000 shares of WHC's common stock to this Corporation as its capital.

Any additional assets paid into the Corporation may be completely or partially deemed to be additional surplus paid in for such shares and/or debt advances to the Corporation.

FURTHER RESOLVED, that the aforesaid sale of common stock shall become effective upon receipt of the purchase price by the Corporation; that upon such effectiveness the appropriate officers of this Corporation need not issue stock certificates to the purchaser evidencing said shares, as the sole function of this Corporation shall be to merge into Florida Curbing, Inc.

IN WITNESS WHEREOF, we hereby set our hands as of this ____ day of _____, 1998.


James N. Turek

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Sent By: ;

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Jan-4-99 3:58PM;

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ACTION OF THE SOLE DIRECTOR
OF
WICKLUND HOLDING COMPANY

The undersigned being the sole director of WICKLUND HOLDING COMPANY, a Delaware corporation ("WHC"), (the "Corporation") hereby takes the following action without a meeting in accordance with the by-laws of the Corporation:

RESOLVED that this Corporation ratify the actions of its management in organizing Wazooski Express, Inc. ("WEI") to be organized as a corporation in Michigan, through and at the address of Hoops, Hoops & Hoops, PLC, 31555 W. Fourteen Mile Road, Suite 315, Farmington Hills, Michigan, 48334, with James N Turek being elected as its sole director and President.

FURTHER RESOLVED, that this Corporation issue 1,000,000 of its shares of common stock after the 1.1446 reverse split thereof to WEI, which will exchange them along with its promissory notes for an aggregate of \$500,000 for all of the outstanding capital stock of Florida Curbing, Inc., a Florida corporation ("FCI") with the 2 shareholders of FCI in a merger transaction (the "Merger"), whereby FCI will merge with WEI, with FCI being the surviving corporation, and WEI's shares of capital stock held by the Corporation shall also be converted into all of the outstanding shares of FCI capital stock.

FURTHER RESOLVED, that the Merger is hereby approved by the Corporation (as the sole shareholder of the Merging Company and shall be carried out under an Agreement and Plan of Merger, which shall be executed between FCI, WEI and this Corporation and the appropriate officers of this Corporation are authorized and directed to execute that agreement and a Certificate of Merger in the form contained in the records of this Corporation and/or to execute any similar form required in Florida and file same, as appropriate, in both Michigan and Florida.

FURTHER RESOLVED, that effective immediately the by-laws of this Corporation be and hereby are amended to exempt this Corporation from any Control Share Acquisition statutes in Florida, Michigan, Kentucky and any and all other States and Possessions in the United States of America, which exemption shall take effect prior to the merger transaction. The appropriate officers of this Corporation be and hereby are authorized and directed to make any filings with the Securities and Exchange Commission with respect to this by-law amendment.

FURTHER RESOLVED that prior to the aforesaid Merger the outstanding Common Stock of this Corporation shall be and is hereby reverse split .1448 for 1, effective as of the date hereof, which shall be the record date therefor and the appropriate officers of this Corporation are authorized and directed to publish a press release to such effect immediately and to make such governmental filings as may be necessary to give notice of this resolution under the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned hereby sets his hand on this _____ day of December, 1998.


James N Turek

Sent By: ;

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Jan-6-99 12:35PM;

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808 225 1042;

Jan-8-99 10:12AM;

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Sent By: ;

808 225 1042;

Jan-4-99 3:59PM;

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**ACTION OF ALL DIRECTORS
AND
ALL STOCKHOLDERS
OF
FLORIDA CURBING INC.
WITHOUT A MEETING**

The undersigned, being all of the directors and all of the holders of all of the outstanding shares of capital stock of Florida Curbing, Inc., a Florida Corporation (the "Corporation") hereby take the following action without a meeting in accordance with the by-laws of this Corporation:

RESOLVED, that by-laws in the form placed in the records of this Corporation be and hereby are adopted.

FURTHER RESOLVED, Acting as directors, the undersigned hereby approve and recommends approval to this Corporation's shareholders of the Agreement and Plan of Merger and the Merger between Wazocold Express, Inc. into this Corporation in exchange for 1,000,000 unregistered shares of the Common Stock of Wicklund Holding Company ("WHC"), a Delaware corporation, and promissory notes of WHC for \$500,000, which shall be acquired by the shareholders of this Corporation for investment and not with a view toward their distribution, on the understanding and representation that they are both "accredited investors" as that term is defined under Rule 501 under the Securities Act of 1933, as amended (the "Act").

IN WITNESS WHEREOF, the undersigned directors and shareholders hereby set their hands on this _____ day of _____, 1998.


Rudolph T. Polietti, Jr.


Gary G. Bal

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into this 4th day of January, 1998 between Florida Curbing, Inc., a Florida corporation, (the "Acquiror"), Wazooski Express, Inc., a Michigan corporation (the "Merging Company") and Wicklund Holding Company, a Delaware corporation ("WHC"), which is the parent of the Merging Company.

The parties to this Agreement agree as follows:

ARTICLE I

MERGER

Section 1.1 *The Merger.* At the Effective Time (as hereinafter defined), the Merging Company shall be merged with and into Acquiror pursuant to the terms and conditions set forth in this Agreement (the "Merger") under §§ 607.1101, 607.1103, 607.1105, 607.1106 and 607.1107 of the Florida Statutes Annotated and §§ 450.1701, 450.1703a, 450.1707, 450.1712, 450.1724 and 450.1735 of the Michigan Compiled Laws Annotated. Acquiror shall continue as the surviving corporation (the "Surviving Corporation"), and the separate corporate existence of the Merging Company shall cease. Acquiror and the Merging Company are sometimes referred to in this Agreement as the "Constituent Corporations" of the Merger.

Section 1.2 *Effective Time.* As soon as practicable after satisfaction or waiver of all conditions to the Merger, a certificate of merger and all other requisite filings with respect to the Merger shall be filed and recorded in accordance with the laws of the States of Michigan and Florida. The Merger shall be effective at such time as the certificate of merger is duly and properly endorsed by the Department of Commerce, Corporation, Securities and Land Development Bureau, Corporation Division, of the State of Michigan and the Department of State of the State of Florida or at such later time as is specified in the certificate of merger (the "effective time").

Section 1.3 *Articles of Incorporation.* The Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.

Section 1.4 *Bylaws.* The Bylaws of Acquiror in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

Section 1.5 *Directors and Officers.* From and after the Effective Time, until successors are elected or appointed, the directors and officers of Acquiror shall be:

James N. Turek, President, Treasurer and Director

Rudy T. Polselli, Vice President and Director

Gary G. Bal, Secretary and Director

successors are elected or appointed, the directors and officers of the corporation shall be

Section 1.6 *Corporate Organization.* As the Surviving Corporation, Acquiror's separate corporate existence, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Acquiror shall succeed to all the properties and assets of the Constituent Corporations and to all the debts, choses in action and other interests due or belonging to the Constituent Corporations and shall be subject to, and responsible for, all the debts, liabilities and duties of the Constituent Corporations with the effect set forth under the laws of the State of Florida.

ARTICLE II

CONVERSION OF SHARES

Section 2.1 *Conversion.* At the Effective Time:

(a) Each of the 500 shares of common stock of the Acquiror (the "Common Shares") that are outstanding immediately prior to the Effective Time shall by virtue of the Merger be converted into the right to receive one thousand dollars (\$1,000) in cash for an aggregate for each of the 500 Common Shares or five hundred thousand dollars (\$500,000.00), for all 500 Common Shares, due under 90-day promissory notes, without interest, which 90-day period shall commence to run at the Effective Time of the Merger, plus 2000 shares of unregistered common stock of WHC, par value \$0.05 per share, for each of the Common Shares, or one million (1,000,000) such shares of WHC common stock after a 1448 for 1 reverse split, in exchange for an aggregate of all 500 Common Shares, (the "Merger Consideration"). WHC is the sole owner of all of the outstanding capital stock of the Merging Company, whose stock will be cancelled in the Merger. The aforesaid 90-day promissory notes shall be secured by the Common Shares, with the understanding that the sole remedy of the shareholders of the Acquiror on enforcing said notes shall be for not less than all of them to foreclose after giving WHC 45 days written notice of a default on paying said notes, whereby it will reacquire all 500 Common Shares that are being exchanged in the Merger with the simultaneous cancellation of both the aforesaid 1,000,000 shares, of WHC's common stock and said notes that they received in the exchange in the Merger, with no further claims on either side with respect to the Merger, which shall become void as a result thereof. Pending payment of the aforesaid promissory notes, the assets of FCI shall remain under the control of Rudolph T. Polselli, Jr. and Gary G. Bal.

(b) Each of the 1000 shares of common stock of the Merging Company that are outstanding and owned by WHC immediately prior to the Effective Time shall by virtue of the Merger be forthwith converted into $\frac{1}{2}$ share or an aggregate of 500 Common Shares of the Acquiror, after which, the 1000 shares shall be cancelled and cease to be outstanding thereafter, without payment of any other consideration therefor.

Common Shares of Acquiror therefor. After the Effective Time, each such holder shall be entitled, upon surrender of a Certificate (together with such letter of transmittal duly executed and such other documents as may be required by such letter) to WHC, to receive 90-day promissory notes for cash and shares of WHC common stock in the amounts provided in Section 2.1(a) of this Agreement. Until so surrendered, each Certificate shall, upon and after the Effective Time, be deemed for all purposes to represent and evidence only the right to receive 90-day promissory notes for cash and shares of WHC common stock in the amounts provided in Section 2.1(a) of this Agreement. No interests shall accrue or be payable with respect to any payment provided in this Section 2.2. If such cash is to be paid to a person other than the person in whose name a Certificate is registered, it shall be a condition of payment that the Certificate so surrendered be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment either, (i) pay to the WHC any transfer or other tax required by reason of the payment to a person other than the registered holder of the certificate surrendered, or (ii) establish to the satisfaction of WHC that such tax has been paid or is not payable. WHC shall be authorized to pay the cash attributable to any Certificate theretofore issued which has been lost or destroyed, upon receipt of satisfactory evidence of ownership of the Common Shares formerly represented thereby and of appropriate indemnification. From and after the Effective Time, the holders of Certificates shall cease to have rights with respect to any Shares represented thereby except as otherwise provided in this Agreement or by law.

Section 2.3 *Payment.* The amount to be paid hereunder shall be paid by WHC under the 90-day promissory notes, upon compliance by the person entitled to payment with all requirements set forth in this Agreement or otherwise required to effect the payment.

Section 2.4 *No Further Transfers.* At the Effective Time, the stock transfer books of the Constituent Corporations shall be closed for transfers of any Common Shares, and no transfer shall thereafter be made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF WHC AND THE MERGING COMPANY

WHC and the Merging Company represent and warrant that:

Section 3.1 *Organization and Good Standing.* WHC is a duly incorporated and validly existing corporation in good standing under the laws of the State of Delaware and the Merging Company is a duly incorporated and validly existing corporation under the laws of the State of Michigan. Both of these corporations have all corporate powers, material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted, and are duly qualified to do business and are in good standing in each jurisdiction in which they conduct their respective businesses or own or lease property requiring such qualification, except in those jurisdictions where the failure to be so qualified would not a material adverse effect on

the business, financial condition or results of their operations (a "Material Adverse Effect").

Section 3.2 *Authorization; Bonding Agreement.* WHC and the Merging Company have the corporate power and authority to execute and deliver this Agreement. This Agreement has been duly authorized, executed and delivered by them and constitutes their valid and binding agreement that is enforceable in accordance with its terms, subject to consummation of the Merger once adoption of the Agreement by the Acquiror's shareholders in accordance with applicable law.

Section 3.3 *Absence of Breach.* The execution and delivery of this Agreement does not, and the performance by WHC and the Merging Company of their obligations under this Agreement and the consummation of the transactions contemplated by this Agreement will not, contravene or constitute a default, or an event that with notice or lapse of time or both would constitute a default, under any provision of applicable law or regulation or of their Certificate or Articles of Incorporation or by-laws or of any agreement, judgment, injunction, order, decree or other instrument binding upon them or result in the creation or imposition of any lien on any asset of theirs or cause a suspension or revocation of any license, authorization, consent or approval that they currently hold or cause or create any right of termination or acceleration of any of their obligations which, singly or in the aggregate, could have a Material Adverse Effect.

Section 3.4 *Consent.* The execution and delivery of this Agreement does not, and the performance by WHC and the Merging Company of their obligations under this Agreement and the consummation of the transactions contemplated by this Agreement will not require any action by or in respect of, or filing with, any governmental body, agency or official or any other person other than (a) filing of the Certificate of Merger pursuant to applicable requirements under the laws of the States of Delaware or Michigan, and (b) such other actions or findings which have been taken or made or which, if not taken or made, will not prohibit consummation of the transactions contemplated by this Agreement and could not, singly or in the aggregate, have a Material Adverse Effect.

Section 3.5 *Authorized and Outstanding Capital Stock of Merged Company and WHC.* The Merged Company has 60,000 shares of common stock authorized, of which 1000 are outstanding. It has no other class of capital stock authorized. WHC has 20,000,000 shares of its common stock authorized, of which _____ are outstanding after a 1448 for 1 reverse split of its common stock upon a director's vote. It has no other shares of capital stock authorized. All outstanding shares of common stock of the Merging Company are entitled to vote on the Merger.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE ACQUIROR

The Acquiror represents and warrants that:

Section 4.1 *Organization and Good Standing.* The Acquiror is a duly incorporated and validly existing corporation in good standing under the laws of the State of Florida.

Section 4.2 *Authorization; Binding Agreement.* The Acquiror has the corporate power and authority to execute and deliver this Agreement. This Agreement has been duly authorized, executed and delivered by the Acquiror, enforceable in accordance with its terms, subject with respect to consummation of the Merger to the adoption of this Agreement by the Acquiror's shareholders.

Section 4.3 *Absence of Breach.* The execution and delivery of this Agreement does not, and the performance by the Acquiror of its obligations under this Agreement and the consummation of the transactions contemplated by this Agreement will not, contravene, breach, violate, or constitute a default under any provision of applicable law or regulation or of the Articles of Incorporation or By-laws of the Acquiror or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Acquiror or result in the creation or imposition of any lien on any asset of the Acquiror, or cause or create any right of termination or acceleration of any obligation of the Acquiror which, singly or in the aggregate, could have a Material Adverse Effect on the Acquiror or the consummation of the transactions contemplated by this Agreement.

Section 4.4 *Consents.* The execution and delivery of this Agreement does not, and the performance by the Acquiror of its obligations under this Agreement and the consummation of the transactions contemplated by this Agreement will not, require any action by or in respect of, or filing with, any governmental body, agency or official or any other person, other than (a) filing of the Certificate of Merger pursuant to applicable requirements under the laws of the States of Michigan and Florida and (b) such other actions and filings which have been taken or made or which, if not taken or made, could not, singly or in the aggregate, have a Material Adverse Effect on the Acquiror.

Section 4.5 *No Prior Activities.* Acquiror has not incurred, directly or indirectly, any liability or obligations, except (i) those set forth on its balance sheet as of December 31, 1998, (ii) those incurred in the ordinary course of business since the date of such balance sheet or (iii) those set forth on Schedule 4.5 hereto.

Section 4.6 *Capitalization.* As of the date of this Agreement, the Acquiror's authorized capital stock consists of 500 shares of common stock. There are no other classes of equity securities of the Acquiror authorized, and there are 500 common shares outstanding. All of such shares have been duly authorized, validly issued and are fully paid and nonassessable. There are no outstanding options, warrants, commitments or other agreements of any character to which the Acquiror is a party or by which it is bound whereby the Acquiror is obligated to issue any of its shares of capital stock or securities convertible into capital stocks.

Section 4.7 *Financial Statements, Construction Contracts and Asset Descriptions, Including Leased Properties.* The financial statements and construction contracts and orders

furnished thereunder to WHC and the asset descriptions of Acquiror are true and correct and comply with generally accepted accounting principles.

Section 4.8 *Lack of Litigation or Threats Thereof.* There are no pending threatened suits or arbitration proceedings, material breaches of warranties or disputes, injunctions, outstanding liens or contracts, settlements or outstanding court orders that exist, which pose material risks to the business, finances and/or operations of Acquiror.

Section 4.9 *Disclosure of Material Facts.* Acquiror has delivered copies of and disclosed in writing to WHC all risks regarding matters and facts that may have a material adverse impact on its business and its prospects, including all those matters required to be disclosed in a securities transaction under Rule 10b-5 under the Securities Exchange Act of 1934, as amended.

Section 4.10 *Securities Issuances, Liens, Restrictions and Lending Agreements.* Acquiror has disclosed and delivered copies to WHC of all of its loans, securities, warrant and option issuances and promises and agreements with respect to arrangements of that general type, as well as all liens, mortgages, notes, financing statements, security agreements, positive and negative restrictions and covenants imposed upon itself, directly or indirectly, as well as all of its lending and financing agreements and note obligations.

Section 4.11 *Collective Bargaining Agreements, Employment Agreements and Employee Benefit Plans.* Acquiror has delivered all employment agreements, collective bargaining agreements and employee benefit plans and arrangements to WHC.

Section 4.12 *Outstanding Capital Stock of the Acquiror.* The Acquiror has 500 shares of common stock authorized and outstanding. It has no other shares of capital stock authorized. All outstanding shares of common stock of the Acquiror are entitled to vote on the Merger.

ARTICLE V

COVENANTS

Section 5.1 *Best Efforts To Consummate Merger.* Subject to the terms and conditions of this Agreement, each of the parties to this Agreement shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement.

Section 5.2 *Operation in Ordinary Course.* From the date of this Agreement until the Effective Time, the Acquiror shall operate its business only in the ordinary course and, without the prior written consent of WHC, shall not engage in any other businesses, acquire any other businesses or any interest therein, or sell any assets (other than in the ordinary course) or any shares of capital stock, nor make commitments or enter agreements to do any of the foregoing.

ARTICLE VI

CONDITIONS

Section 6.1 *Conditions to Each Party's Obligation to Effect the Merger.* The respective obligations of each party to this Agreement to effect the Merger shall be subject, at or prior to the Effect Time, to approval of this Agreement and the Merger by the Constituent Corporation's shareholders in accordance with provisions of applicable law.

Section 6.2 *Additional Conditions to Obligations of the Constituent Corporation's Effect the Merger.* The obligation of the Constituent Corporation's effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following additional conditions:

(a) They shall have performed in all material respects its obligations as set forth in this Agreement that are required to be performed at or prior to the effective Time;

(b) Their representations and warranties set forth in this Agreement shall be true and correct on and as of the Effective Time as if made on and as of such date; and

(c) There shall not be any statute, rule or regulation promulgated, enacted or deemed applicable making it illegal for them to consummate the Merger or any order, judgment, decree or ruling by any foreign or domestic court or governmental body enjoining either of them or WHC from consummating the Merger.

(d) WHC shall have received, or arrangements shall have been made to enable WHC to receive, sufficient monies, as of the Effective Time, to make all payments due to be made by it pursuant to Section 2.1(a) and 2.2 of this Agreement.

Section 6.3 *Presence of Key Employment Agreements with Noncompetition Arrangements in Acquiror.* Acquiror shall have employment agreements with Rudolph T. Polselli, Jr., Gary G. Bal and any other key people with non-competition agreements in the event of employment termination on terms acceptable to WHC and shall deliver copies of all such items to WHC no later than 30 days prior to the Effective Time of the Merger. Shares of WHC common stock included in the Consideration shall secure WHC against any losses of Acquiror's business as a result of breach of these agreements, so long as they are uncanceled and unsold by the aforesaid people, providing WHC all rights of a secured creditor under the laws of the State of Florida after the Effective Time of the Merger.

ARTICLE VII

TERMINATION

Section 7.1 *Termination.* This Agreement may be terminated and the Merger abandoned (notwithstanding any approval of either Constituent Corporation or their shareholders) prior to the Effective Time as set forth below:

(a) By mutual written consent of the respective Boards of Directors of the Constituent Corporations;

(b) By either the Constituent Corporations, if the Effective Time shall not have occurred on or before April 1, 1999; provided, however, that no party may terminate the Agreement under this Section 7.1(b) if the untruth or material incorrectness or incompleteness of any representation or warranty made by such party herein, or such party's failure to fulfill any obligation under this Agreement, shall have been the cause of or resulted in the failure of the Effective Time to occur on or before April 1, 1999;

(c) By either the Constituent Corporation if there shall be any statute, rule or regulation promulgated, enacted or deemed applicable making it illegal for either of them to consummate the Merger or any order, judgment, decree or ruling by any domestic or foreign court or governmental body enjoining or any affiliate of from consummating the Merger and such order judgment, decree or ruling shall have become final and nonappealable.

Section 7.2 *Effect of Termination.* In the event of the termination of this Agreement for reasons that are not attributable to the breach of this Agreement by either party to this Agreement, this Agreement shall thereafter become void and have no effect, and no party to this Agreement or any affiliate of a party to this Agreement shall have any liability to any other party to this Agreement or its shareholders, directors, officers or affiliates in respect of this Agreement or the Merger contemplated by this Agreement, except for the obligations of the parties hereto in Section 8.3 of this Agreement. Nothing contained in Section 7.1 of this Agreement or this Section 7.2 shall be construed to restrict the rights of the Constituent Corporations at law or equity if the other party breaches this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 *Survival of Representations and Warranties.* The representations and warranties in this Agreement or in any instrument or certificate delivered pursuant to this

Agreement delivered at or prior to the Effective Time shall survive the consummation of the Merger for a period of three (3) years.

Section 8.2 *Affiliate.* For purposes of this Agreement, an "affiliate" of a person is any person who controls, is controlled by, or is under common control with, such person.

Section 8.3 *Expenses.* Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated by this agreement shall be paid by the party incurring such costs and expenses.

Section 8.4 *Notices.* All notices and other communications made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if, and when, delivered by messenger, transmitted by telex, telecopier or telegram or mailed by registered or certified mail, postage prepaid, as follows or to such other address as any party to this Agreement may specify to the other party to this Agreement in writing (such change of address to be effective only upon receipt of such notification in writing):

If to the Merging Company:
117 W. Hampton Corners
Lexington, Kentucky 40511

If to Acquiror:
1011 NW 52nd
Ft. Lauderdale, FL 33309

Section 8.5 *Amendment and Waiver.* This Agreement may be amended or modified at any time by an agreement in writing between the parties to this Agreement, and any provision hereof may be waived in writing by the party against whom enforcement of such waiver is sought; provided, however, that after the adoption of this Agreement by the shareholder of the Merging Company, no amendment or waiver shall be made which changes the proposed Articles of incorporation or by-laws of the Acquiror, reduces the amount of consideration, to be received pursuant to Section 2.1 of this Agreement or which materially adversely affects the rights of the Acquiror's shareholders, without the approval of such shareholders.

Section 8.6 *Successors and Assigns.* This Agreement may not be assigned by any party to this Agreement without the prior written consent of the other party.

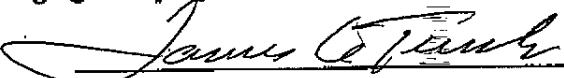
Section 8.7 *Counterparts.* This Agreement may be executed in one or more counterparts each of which shall be deemed to constitute an original and shall become effective when one or more counterparts have been signed by each party to this Agreement and delivered to the other party.

Section 8.8 *Entire Agreement.* Except for the terms of the Subscription Agreements entered into between the shareholders of the Acquiror on the one hand and WHC or the other, which are incorporated herein by reference, this Agreement and the items represented hereunder by Acquiror sets forth the entire agreement and understanding of the parties in respect of the

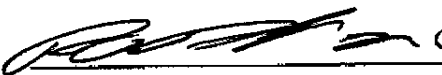
transactions contemplated by this Agreement and supersedes all prior agreements, arrangements, negotiations and understandings relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first above written.

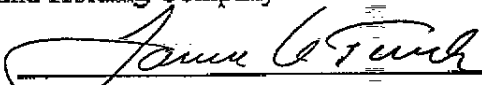
Merging Company, a Michigan corporation


By: James N. Turek
Its: President

Acquiror, a Florida corporation


By: Rudolph T. Polselli, Jr.
Its: President

Wicklund Holding Company


By: James N. Turek
Its: Chairman