

Document Number Only

P9500005077

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

CORPORATION(S) NAME

500002050145--3
-01/08/97--01026--005
*****70.00 *****70.00

500002050145--3
-01/08/97--01026--006
*****52.50 *****52.50

EFFECTIVE DATE

12/27/96

Fountain Piece, Inc.

FILED STATES
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
96 DEC 24 PM 1:18

- Profit
- NonProfit
- Limited Liability Co.
- Foreign
- Amendment
- Merger
- Dissolution/Withdrawal
- Mark
- Limited Partnership
- Annual Report
- Other
- Reinstatement
- Reservation
- Change of R.A.
- Fictitious Name Filing
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P95000050717

ARTICLES OF MERGER
Merger Sheet

MERGING:

FOUNTAIN PIECE, INC., a FL Corp., #P95000050717

INTO

FOUNTAIN PIECE, INC.. a Nevada corporation not qualified in Florida

File date: December 24, 1996, effective December 27, 1996

Corporate Specialist: Susan Payne

ARTICLES OF MERGER
OF

FOUNTAIN PIECE, INC.,
a Florida corporation

WITH AND INTO

FOUNTAIN PIECE, INC.,
a Nevada corporation

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 DEC 24 PM 1:18

EFFECTIVE DATE
12/27/96

Pursuant to the Florida Business Corporation Act
and
Title 7 of the Nevada Revised Statutes

FOUNTAIN PIECE, INC., a Florida corporation ("Florida Fountain"), desires to merge with and into FOUNTAIN PIECE, INC., a Nevada corporation ("Nevada Fountain"). In connection therewith, the undersigned DO HEREBY CERTIFY as follows:

FIRST: That the names and states of incorporation of each of the constituent corporations are:

<u>Name</u>	<u>State of Incorporation</u>
FOUNTAIN PIECE, INC.	Florida
FOUNTAIN PIECE, INC.	Nevada

SECOND: That the merger of Florida Fountain with and into Nevada Fountain (the "Merger") is permitted by the laws of the state under which each constituent corporation is incorporated.

THIRD: That a Plan and Agreement of Merger (a copy of which is attached hereto and made a part hereof) has been duly

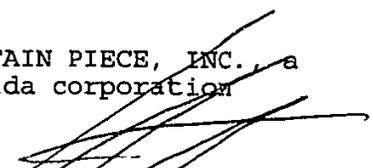
adopted and unanimously approved by the shareholders of each of the constituent corporations as of December 19, 1996.

FOURTH: That Nevada Fountain is the surviving corporation.

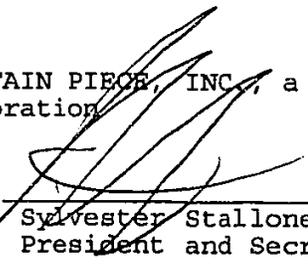
FIFTH: That the Merger shall be effective as of the close of business on December 27, 1996.

IN WITNESS WHEREOF, the Boards of Directors of Florida Fountain and Nevada Fountain have each caused these Articles of Merger to be executed by an authorized officer this 19th day of December, 1996.

FOUNTAIN PIECE, INC., a
Florida corporation

By: 
Name: Sylvester Stallone
Its: President

FOUNTAIN PIECE, INC., a Nevada
corporation

By: 
Name: Sylvester Stallone
Its: President and Secretary

PLAN AND AGREEMENT
OF MERGER BETWEEN

FOUNTAIN PIECE, INC.
a Florida corporation

AND

FOUNTAIN PIECE, INC.
a Nevada corporation

THIS PLAN AND AGREEMENT OF MERGER, dated as of the 19th day of December, 1996, by and among FOUNTAIN PIECE, INC., a Florida corporation ("Florida Fountain"), and FOUNTAIN PIECE, INC., a Nevada corporation ("Nevada Fountain"), providing that Florida Fountain shall merge with and into Nevada Fountain, pursuant to the terms and conditions contained herein and in accordance with the Florida Business Corporation Act and Title 7 of the Nevada Revised Statutes, effective as of the close of business on December 27, 1996, (the "Merger").

WHEREAS, Florida Fountain, is a Florida corporation with its principal place of business at 7685 Debeaubien Drive, Orlando, Florida 32835;

WHEREAS, Nevada Fountain, is a Nevada corporation with its principal place of business at 1325 Airmotive Way, Suite 130, Reno Nevada 89502;

WHEREAS, the aggregate number of shares that Florida Fountain is authorized to issue is 7,500 shares at \$1.00 par (the "Florida Fountain Stock"), of which 100 shares are outstanding;

WHEREAS, the aggregate number of shares that Nevada Fountain is authorized to issue is 10,000 shares at \$0.01 par (the "Nevada Fountain Stock"), of which 100 shares are outstanding;

WHEREAS, all of the outstanding shares of Florida Fountain and Nevada Fountain are owned by the same individual;

WHEREAS, the Florida Business Corporation Act and Title 7 of the Nevada Revised Statutes permit the merger of a business corporation of the State of Florida with and into a business corporation of the State of Nevada; and

WHEREAS, it is desirable for the benefit of both parties and their shareholders that the properties, businesses, assets, and liabilities of both parties be combined into one Surviving Cor-

poration, which shall be FOUNTAIN PIECE, INC., a Nevada corporation and which shall continue to exist under its present name pursuant to Title 7 of the Nevada Revised Statutes.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto, in accordance with the applicable provisions of the laws of the State of Florida and the laws of the State of Nevada, do hereby agree to and adopt the following:

ARTICLE I

1.1 Names of Constituent Corporations.

Name of Disappearing Corporation	FOUNTAIN PIECE, INC., a Florida corporation
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Name of Surviving Corporation	FOUNTAIN PIECE, INC., a Nevada corporation
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1.2 The Merger; Effect of Merger. At the Effective Time (as defined in Section 1.3 below), Florida Fountain shall be merged with and into Nevada Fountain, the separate existence of Florida Fountain shall cease, and Nevada Fountain, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Nevada.

1.3 Effective Time. The Effective Time of the Merger shall be as of the close of business on December 27, 1996.

1.4 Rights and Obligations of the Surviving Corporation. At the Effective Time, in accordance with the applicable laws of the Florida Business Corporation Act and Title 7 of the Nevada Revised Statutes, the Surviving Corporation shall possess, insofar as permitted by such laws, all rights, privileges and powers of Florida Fountain; and all property and assets of Florida Fountain shall vest in the Surviving Corporation without any further act or deed; and the Surviving Corporation shall assume and be liable for all liabilities and obligations of Florida Fountain.

1.5 Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Florida Fountain, as well as enforcement of any obligation of the Surviving Corporation arising from the Merger, and hereby appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding. The

address within the State of Nevada to which a copy of such process shall be mailed by the Secretary of State of the State of Florida is:

Janice George
1325 Airmotive Way, Suite 130
Reno, Nevada 89502

ARTICLE 2

2.1 Nevada Fountain Stock. At the Effective Time, each share of Nevada Fountain Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as one share of common stock, \$0.01 par value, of the Surviving Corporation. No shares of Nevada Fountain Stock shall be issued to the shareholders of Florida Fountain or to any other person in connection with the Merger.

2.2 No Conversion. Since all of the common stock of both Florida Fountain and Nevada Fountain is owned by the same individual, upon consummation of the Merger, no conversion of the issued and outstanding Florida Fountain Stock into Nevada Fountain Stock is necessary.

2.3 Surrender of Florida Fountain Stock Certificates. At the Effective Time, no actual surrender of certificates representing shares of Florida Fountain Stock is required; instead, from and after the Effective Time all such certificates shall be deemed for all purposes surrendered and canceled. Because all of the common stock of both Florida Fountain and Nevada Fountain is owned by the same individual, no consideration shall be given or paid for the surrender of the Florida Fountain Stock.

2.4 Closing of Florida Fountain Transfer Book. From and after the Effective Time, the stock transfer books of Florida Fountain shall be closed and no transfer of shares of Florida Fountain Stock shall thereafter be made.

ARTICLE 3

3.1 Nevada Fountain Articles of Incorporation. The Articles of Incorporation of Nevada Fountain in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation, until such Articles shall be amended as provided by law.

3.2 Nevada Fountain Bylaws. The Bylaws of Nevada Fountain in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed.

3.3 Nevada Fountain Board of Directors. The membership of the Board of Directors of Nevada Fountain in effect immediately prior to the Effective Time shall be and remain the membership of the Board of Directors of the Surviving Corporation, until such time as their successors are duly elected and seated and/or the number of members is altered in accordance with the terms of the Bylaws of the Surviving Corporation.

ARTICLE 4

4.1 Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend this Plan and Agreement of Merger prior to the filing of the Articles of Merger with the respective Secretaries of State; provided, however, that an amendment made subsequent to the adoption of this Plan and Agreement of Merger by the shareholders of Florida Fountain and Nevada Fountain shall be subject to the limitations specified in the Florida Business Corporation Act and Title 7 of the Nevada Revised Statutes.

4.2 Termination. This Plan and Agreement of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the filing of the Articles of Merger with the respective Secretaries of State, whether before or after adoption of this Plan and Agreement of Merger by the shareholders of Florida Fountain or Nevada Fountain, if the Board of Directors of any party hereto determines that the consummation of the transactions provided for herein would not, for any reason, be in its best interest.

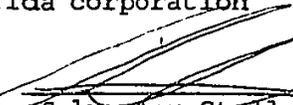
4.3 Condition to Merger. The respective obligations of each party to effect the Merger shall be subject to the Boards of Directors of Florida Fountain and Nevada Fountain submitting the terms of this Plan and Agreement of Merger to their shareholders for requisite approval, and obtaining such approval at or prior to the Effective Time.

4.4 Filing of Articles of Merger. After obtaining such approval by such shareholders, all required documents shall be executed, filed and recorded and all required action shall be taken in order to consummate the Merger.

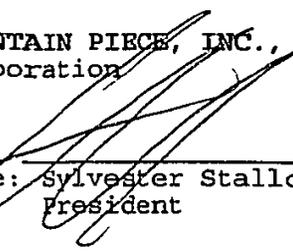
IN WITNESS WHEREOF, Florida Fountain and Nevada Fountain have caused this Plan and Agreement of Merger to be executed in

their corporate names by their respective officers this 19th day
of December, 1996.

FOUNTAIN PIECE, INC., a
Florida corporation

By: 
Name: Sylvester Stallone
Its: President

FOUNTAIN PIECE, INC., a Nevada
corporation

By: 
Name: Sylvester Stallone
Its: President