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FILED
MAR 26 AM 10:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

March 25, 1998

VIA OVERNIGHT MAIL

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

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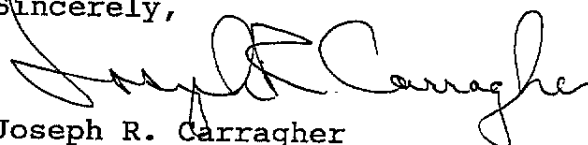
Re: Merger of Capital Choice Financial Services, Inc.

Dear Sirs:

Enclosed herewith please find an original and one copy of the Articles of Merger and the Agreement and Plan of Merger of Capital Choice Financial Services, Inc. into Capital Choice Financial Services, Inc., a Georgia Corporation. Also enclosed is a check for \$122.50 for the filing fee and for one certified copy.

Thank you for your kind cooperation, and please do not hesitate to call me in the event you have any questions.

Sincerely,


Joseph R. Carragher

Enclosures

VS MAR 27 1998

Merger

ARTICLES OF MERGER
Merger Sheet

MERGING:

CAPITAL CHOICE FINANCIAL SERVICES, INC., a Florida corporation,
P96000007489

INTO

CAPITAL CHOICE FINANCIAL SERVICES, INC.. a Georgia corporation not
qualified in Florida

File date: March 26, 1998

Corporate Specialist: Velma Shepard

**ARTICLES OF MERGER OF
CAPITAL CHOICE FINANCIAL SERVICES, INC., A FLORIDA CORPORATION,
WITH AND INTO
CAPITAL CHOICE FINANCIAL SERVICES, INC., A GEORGIA CORPORATION**

I

The Agreement and Plan of Merger attached to these Articles as Exhibit "A" and incorporated by this reference, was duly approved by the Board of Directors of Capital Choice Financial Services, Inc., incorporated in Florida and authorized to do business in Georgia ("Capital Choice - Florida"), and the Board of Directors of Capital Choice Financial Services, Inc., a Georgia Corporation ("Capital Choice - Georgia").

II

The name of the surviving corporation is:

CAPITAL CHOICE FINANCIAL SERVICES, INC.

III

The Agreement and Plan of Merger was duly approved by the shareholders of Capital Choice - Florida and Capital Choice Georgia on February 23, 1998.

IV

Pursuant to the Agreement and Plan of Merger, the merger of Capital Choice - Florida and Capital Choice - Georgia shall be effective as of the time these articles are filed with the Georgia Secretary of State's Office.

"Capital Choice - Florida"

ATTEST:

BY:

Sydney Kinnard
Sydney Kinnard, Secretary

Richard L. Kinnard
By: Richard L. Kinnard
its: President

"Capital Choice - Georgia"

ATTEST:

BY:

Sydney Kinnard
Sydney Kinnard, Secretary

Richard L. Kinnard
By: Richard L. Kinnard
its: President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER OF
CAPITAL CHOICE FINANCIAL SERVICES, INC., A FLORIDA CORPORATION,
WITH AND INTO
CAPITAL CHOICE FINANCIAL SERVICES, INC., A GEORGIA CORPORATION**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 23^d day of February, 1998 by and between Capital Choice Financial Services, Inc., a Florida corporation ("Capital Choice - Florida"), and Capital Choice Financial Services, Inc., a Georgia corporation ("Capital Choice - Georgia") (Capital Choice - Florida and Capital Choice - Georgia being sometimes collectively referred to in this Plan as the "Constituent Corporations").

WITNESSETH

WHEREAS, Capital Choice - Florida is a corporation organized under the laws of the State of Florida but has no principal office located therein, its principal office being located at 330 North Broad Street, Suite F, Thomasville, Thomas County, Georgia 31792;

WHEREAS, Capital Choice - Florida has authorized capital stock consisting of 1,000,000 shares of common stock at no par value ("Common Stock"), of which 500,000 shares are issued and outstanding;

WHEREAS, Capital Choice - Georgia is a corporation which is being organized under the laws of the State of Georgia with its principal office therein located at 330 North Broad Street, Suite F, Thomasville, Thomas County, Georgia 31792;

WHEREAS, Capital Choice - Georgia has authorized capital stock consisting of 1,000,000 shares of common stock at no par value ("Common Stock"), of which ten shares are issued and outstanding;

WHEREAS, the laws of the State of Florida and the State of Georgia permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that Capital Choice - Florida be merged with and into Capital Choice - Georgia on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted to the shareholders of Capital Choice - Georgia and Capital Choice - Florida and recommended to such shareholders approval of the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Florida

Business Corporation Code and the Georgia Business Corporation Code, that Capital Choice - Florida shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into Capital Choice - Georgia (with Capital Choice - Georgia subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "Capital Choice Financial Services, Inc." and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, and the manner of converting shares are and shall be as follows:

Section 1

Merger

1.1. On the Effective Date, Capital Choice - Florida shall be merged with and into Capital Choice - Georgia, and Capital Choice - Georgia shall continue in existence and the merger shall in all respects have the effect provided for in Section 14-2-1106 of the Georgia Business Corporation Code.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of Capital Choice - Florida shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Capital Choice - Florida, the last acting officers of Capital Choice - Florida, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2

Terms of Transaction

2.1. Upon the Effective Date:

(a) Each share of Capital Choice - Florida Common Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into one share of Capital Choice - Georgia Common Stock, subject to the provisions of Section 2.3 below, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(b) Each share of Capital Choice - Florida Common Stock held in the treasury of Capital Choice - Florida immediately prior to the Effective Date of the merger shall by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist without any conversion thereof.

(c) Each Warrant for Capital Choice - Florida Common Stock outstanding immediately before the Effective Date shall be identical to an outstanding Warrant of the Surviving Corporation immediately after the merger.

2.2. After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of Capital Choice - Florida Common Stock will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the aggregate number of shares of Capital Choice - Florida Common Stock previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement; and it is further provided that each outstanding certificate or certificates which immediately prior thereto represented shares of Capital Choice - Georgia Common Stock shall by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist without any conversion thereof.

2.3. Notwithstanding any provision of this Agreement to the contrary, shares of Capital Choice - Florida which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely filed with Capital Choice - Florida a written objection to the merger (the "Dissenting Shares") shall not be converted into or represent a right to receive shares of Capital Choice - Georgia Common Stock, pursuant to Section 2.1 hereof, but the holder thereof shall be entitled only to such rights as are granted by the Florida Business Corporation Code. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the foregoing statutory provision shall receive payment for their shares from Capital Choice - Florida in accordance with such statutory provision. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to appraisal and payment for his shares under such statutory provisions, each such share shall be converted into and represent the right to receive shares of Capital Choice - Georgia

Common Stock, pursuant to Section 2.1 hereof, upon surrender of the certificate representing such share.

Section 3

Directors and Officers

The persons who are directors and officers of Capital Choice - Georgia immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4

Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Articles of Incorporation of Capital Choice - Georgia, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2. From and after the Effective Date, the bylaws of Capital Choice - Georgia, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5

Shareholder Approval, Effectiveness of Merger

This Agreement shall be submitted for approval to the shareholders of Capital Choice - Florida and Capital Choice - Georgia as provided by their respective State Business Corporation Codes. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall be executed, and this Agreement, and Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the States of Georgia and Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on March 26, 1998 (said date is being referred to in this Plan as the "Effective Date").

Section 6

Termination

At any time prior to the filing of the Articles of Merger by the Secretary of State of Georgia, the Board of Directors of Capital Choice - Florida or Capital Choice - Georgia may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by the Boards of Directors of such corporations.

Section 7

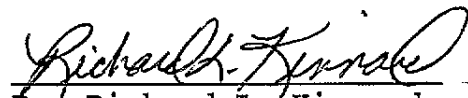
Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

"Capital Choice - Florida"

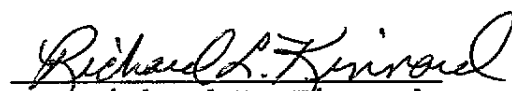

By: Richard L. Kinnard
its: President

[CORPORATE SEAL]

ATTEST:

BY: 
Sydney Kinnard, Secretary

"Capital Choice - Georgia"


By: Richard L. Kinnard
its: President

[CORPORATE SEAL]

ATTEST:

BY: 
Sydney Kinnard, Secretary