

P96000058384

Document Number Only

CP CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address

222-1092

City State Zip Phone

CORPORATION(S) NAME

100000100010001
-07/11/96--01012--012
****122.50 ****122.50

Adventure Holdings, Inc.

☒ Profit - Articles

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Call if Problem

☐ Will Wait

☐ Merger

☐ Mark

☐ Other

☐ Change of R.A.

☐ Fictitious Name Filing

☐ CUS

☐ After 4:30

☒ Pick Up

☐ Limited Partnership

☐ Reinstatement

☒ Certified Copy

☐ Call When Ready

☒ Walk In

☐ Mail Out

Name
Availability

Document
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

7/11/96

FILED

CR2E031 (1-89)

7/11/96 CORPORATE DETAIL RECORD SCREEN
NUM: R96000003055 ACTIVE/NAME RESERV FLD: 06/20/1996
NAME : ADVENTURE HOLDINGS, INC.
FILED BY : CT CORPORATION
ADDRESS : 660 E JEFFERSON ST
TALLAHASSEE, FL 32301
RESERVED FOR: WALKIN
EXPIRE AT USUAL TIME: Y

1139 PM

NOTE: THIS RESERVED NAME WILL BE AVAILABLE TO ANY PARTY OTHER THAN THE
ORIGINAL FILING PARTY ON 10/18/1996
1. MENU, 7. LIST, 8. NEXT, 9. PREV

----- THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT -----
ENTER SELECTION AND (CR):
ALT-F10 HELP | VT-100 | FDX | 2400 E71 | LOG CLOSED | PRT OFF | CR | CR

State of Florida
Articles of Incorporation
Of
Adventure Holdings, Inc.

FILED
96 JUL 11 PM 3:16
TALLAHASSEE, FLORIDA

FIRST: The corporate name that satisfies the requirements of Section 607.0401 is : Adventure Holdings, Inc.

SECOND: The street address of the initial principal office and, if different, the mailing address of the corporation is: 2400 East Las Olas Blvd., Suite 156, Fort Lauderdale, Florida 33301.

THIRD: The number of shares the corporation is authorized to issue is 100,000 (one hundred thousand) shares of common stock all of which shall have no par value, (0 par value).

FOURTH: The street address of the initial registered office of the corporation is C/O C T CORPORATION SYSTEM, 1200 SOUTH PINE ISLAND ROAD, CITY OF PLANTATION, FLORIDA 33324, and the name of its initial registered agent at such address is C T CORPORATION SYSTEM.

FIFTH: The name and address of each incorporator is:

Tora Fewell	660 East Jefferson Street Tallahassee, FL 32301
Connie Bryan	same as above
Joey Bryan	same as above

The undersigned have executed these articles of incorporation this 2nd day of June, in the year 1996.

<u>Tora Fewell</u>	Tora Fewell
	Incorporator
<u>Connie Bryan</u>	Connie Bryan
	Incorporator
<u>Joey Bryan</u>	Joey Bryan
	Incorporator

Acceptance by the Registered Agent as required in Section 607.0501 (3) F.S.:
C T Corporation System is familiar with and accepts the obligations provided for in
Section 607.0505.

C T CORPORATION SYSTEM

Dated July 11, _____, 1996

By Connie Bryan

Connie Bryan

Special Assistant Secretary

FILED
96 JUL 11 PM 3:18
TALLAHASSEE, FLORIDA

Document Number Only

196000058384

CF CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

CORPORATION(S) NAME

Adventure Holdings, Inc.

Mergers, Upscale Acquisitions, Inc.

☐ Profit
☐ NonProfit
☐ Limited Liability Co.

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Reservation

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Name Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

9/13/96

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++++52.50 +++++52.50

Mergers
9/16

DOMESTIC CORPORATION AND FOREIGN CORPORATION
ARTICLES OF MERGER

These ARTICLES OF MERGER (this "Agreement"), pursuant to Section 607.1107 of the Florida Business Corporation Act, are entered and executed as of this 15th day of July, 1996, by and between UPSCALE ACQUISITIONS, INC., a California Corporation ("Disappearing Corporation") and ADVENTURE HOLDINGS, INC., a Florida Corporation ("Survivor"), who are the constituent corporations (collectively the "Parties") in this Merger (the "Merger").

RECITALS

A. Survivor is a Florida corporation in good standing. Survivor has One Hundred Thousand (100,000) shares of stock authorized, consisting of only common stock. Survivor complies with the applicable provisions of Sections 607.1101 through 607.1104 of the Florida Business Corporation Act.

B. Disappearing Corporation is a California corporation in good standing. Disappearing Corporation has Five Thousand (5,000) shares of stock outstanding, consisting of only common stock held solely in the name of Lance Mortensen, an individual. Disappearing Corporation complies with the applicable provisions of Section 607.1105 of the Florida Business Corporation Act.

C. The Parties intend by this Agreement to set forth the terms and conditions of the Merger between the two Corporations, subject to approvals as required by law, the Articles of Incorporation and Bylaws of each respective Party. The parties intend that this merger constitute a tax-free corporate reorganization pursuant to Internal Revenue Code ("IRC") Section 368(a)(1)(F).

D. The Board of Directors of Survivor and the Board of Directors of Disappearing Corporation have determined that it is in the best interests of their respective corporations to merge the two (2) corporations on the terms and conditions contained herein. By duly noticed and conducted meetings of the respective Boards of Directors and shareholders of the Survivor and Disappearing Corporation, held on July 15, 1996, such Boards and shareholders approved and adopted the plans of merger represented by this Agreement.

AGREEMENT

1. INCORPORATION OF RECITALS. Each of the foregoing recitals is true and correct, and each recital is incorporated herein by reference as though again fully set forth.

2. STATEMENT OF MERGER. On the Effective Date (defined in Paragraph 6), Disappearing Corporation shall be merged into Survivor, the corporate existence of Survivor shall continue and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, existence, purposes, powers, rights, and immunities of Disappearing Corporation shall be merged into and vested in Survivor, and the corporate identity, existence, name, purposes, powers, rights and immunities of Survivor shall continue unaffected and unimpaired by the Merger. By duly noticed and conducted meetings of the respective Boards of Directors and shareholders of the Survivor and Disappearing Corporation, held on July 15, 1996, such Boards and shareholders approved and adopted the plans of merger represented by this Agreement.

3. INTENTION OF TAX-FREE REORGANIZATION. The Parties intend that this transaction constitute a tax-free "F Reorganization" pursuant to IRC Section 368(a)(1)(F), in that the end result of this Merger is a mere name change and a change in the place of the incorporation of the Disappearing Corporation (from the State of California to the State of Florida).

4. TRANSFER OF DUTIES, LIABILITIES, RIGHTS AND ASSETS. Survivor shall be subject to all of Disappearing Corporation's debts, liabilities and trust obligations in the same manner as if Survivor had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the constituent corporations shall be preserved unimpaired, provided that such liens and trust obligations, if any, on the property of Disappearing Corporation shall be limited to the property affected thereby immediately prior to the Effective Date. On the Effective Date, all of the assets of Disappearing Corporation (the "Transferred Assets") shall become the assets of Survivor. On the Effective Date, all of the liabilities of Disappearing Corporation (the "Transferred Liabilities") shall become the liabilities of Survivor.

5. DIRECTORS AND OFFICERS OF SURVIVOR; RESIGNATION OF OFFICERS AND DIRECTORS OF DISAPPEARING CORPORATION. Survivor's Directors and Officers from and after the Effective Date, until changed in accordance with law and Survivor's Articles of Incorporation and Bylaws, shall be the same as the Disappearing Corporation. As of the Effective Date, the directors and officers of the Disappearing Corporation shall be deemed to have resigned from such respective capacities; provided, however, that such resigning officers and directors shall continue to have the necessary power and authority after the Effective Date in order to carry out the full intent and purpose of this Agreement and the Merger.

6. EFFECTIVE DATE. When all applicable laws have been complied with and all necessary authorizations, approvals, or consents have been received, a copy of this Agreement, together

with an Officers' Certificate of each constituent corporation, and any other appropriate or required documents shall be submitted by Survivor to the Florida Secretary of State for filing. This merger shall become effective when a copy of this agreement is filed by the Florida Secretary of State (the "Effective Date").

7. INTERIM AND TRANSITION PROVISIONS.

a. Board Responsibility And Ordinary Conduct Of Business. Between the date of this Agreement and the Effective Date, fiscal management and responsibility for Disappearing Corporation shall be under the direction of the Board of Survivor. The Board of Disappearing Corporation shall continue to function as a policy-making Board until the Effective Date, but it shall make no decisions that would effect the viability of or jeopardize the Merger. Between the date of this Agreement and the Effective Date, neither Survivor nor Disappearing Corporation shall, without the prior written consent of the other, engage in any activity or transaction other than in the ordinary course of their affairs, except as contemplated by this Agreement.

b. Financial And Tax Affairs. Between the date of this Agreement and the Effective Date, audit and tax preparation for the parties will be completed as required and recommended by the Parties' auditors and CPAs.

c. Notice to Insurance Providers of Merger. On or before the Effective Date, the appropriate Board of the Parties shall cause to be properly notified all insurance providers of Disappearing Corporation and, if necessary or appropriate, Survivor, of the Merger.

d. Transfer and Interim Use of Assets. Until the Effective Date, the Transferred Assets shall be used by the Parties, including the Disappearing Corporation, as necessary and appropriate in order to smoothly maintain the business operations.

8. ISSUANCE AND CANCELLATION OF STOCK. The number of authorized shares of the Common Stock of Survivor shall be 100,000 shares of no par stock. As of the Effective Date, each issued and outstanding common share of Disappearing Corporations shall be converted into common shares, without par value, of Survivor, on a one-to-one basis. After the Effective Date, the holder of an outstanding certificate evidencing common shares of each Disappearing Corporations shall surrender the same, duly endorsed as Survivor may require, to Survivor or its agent for cancellation. Thereupon, such holder shall receive in exchange therefore a certificate or certificates representing the number of full common shares of Survivor to which such holder shall be entitled as provided herein.

9. TERMINATION OR ABANDONMENT. This Agreement may be terminated and the merger abandoned at any time prior to the Effective Date: (a) by the mutual consent of the respective Boards of Disappearing Corporation and Survivor; or (b) if in the opinion of the Boards of either Disappearing Corporation or Survivor, evidenced by a certified copy of resolutions of that Board filed with the other party to this Agreement, the Merger is impractical or undesirable because of the occurrence of a material and adverse change in the other party's activities, holdings or financial position or the opinion of counsel that the merger would not be a tax-free reorganization. In the event of termination as provided in this Paragraph, neither Disappearing Corporation nor Survivor nor their respective Boards shall be liable to the other or its Board.

10. AMENDMENTS TO AGREEMENT. Amendments to this Agreement may be made by the Boards of the constituent corporations, except that any amendment that would change any of the principal terms of the Agreement must be approved by the Boards in the same manner as the original Agreement. The parties understand that certain modifications to this Agreement may be necessary in order to satisfy and comply with the provisions of the law of Florida under which this Merger is being consummated; accordingly, the parties agree and confirm that such modifications, if any, may be made by the Boards of Directors of the constituent corporations.

11. BINDING ARBITRATION. The Parties shall submit any dispute concerning the interpretation of or the enforcement of rights and duties under this Agreement to final and binding arbitration by the American Arbitration Association, to be held in Contra Costa County, California. At the request of any party, the arbitrators, attorneys, parties to the arbitration, witnesses, experts, court reporters, or other persons present at the arbitration shall agree in writing to maintain the strict confidentiality of the arbitration proceedings. Arbitration shall be conducted by a single, neutral arbitrator, or, at the election of any party, three (3) neutral arbitrators, appointed in accordance with the (rules identified above). The award of the arbitrator(s) shall be enforceable according to the applicable provisions of the California Code of Civil Procedure. The arbitrator(s) may award damages and/or permanent injunctive relief, but in no event shall the arbitrator(s) have the authority to award punitive or exemplary damages. Notwithstanding the foregoing, a party may apply to a court of competent jurisdiction for relief in the form of a temporary restraining order or preliminary injunction, or other provisional remedy pending final determination of a claim through arbitration in accordance with this paragraph. If proper notice of any hearing has been given, the arbitrator(s) will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

12. ATTORNEYS FEES. If an action at law or equity, or if any arbitration proceedings are necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

13. BINDING ON PARTIES. Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

15. ENTIRE AGREEMENT. This Agreement and all Exhibits hereto, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the Parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. Except for enabling provisions, there are no other agreements, representations, or warranties between or among the Parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

16. CAPTIONS. The subject headings of the Paragraphs and Subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

17. INTERPRETATION. The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

18. SEVERABILITY. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible. However, if either party in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance

under this Agreement, then such party may, at its option, by giving written notice to the other, terminate the Agreement. In such event the Parties shall take such reasonable action to restore each party to the position it was in prior to the making of this Agreement.

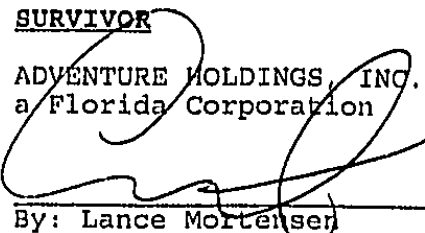
19. FURTHER ASSURANCES. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

20. CONFLICT OF INTEREST. We understand that the law firm of Shapiro, Mittelman & Buchman, LLP ("SMB") acts as counsel for both Corporations. We further acknowledge that we have been advised of my right to seek counsel of our choice in order to assess the contents of this Agreement as well as the various conflicts of interests that may arise with respect to this particular Agreement. We further warrant that having been advised of our right to seek counsel, we have had a reasonably opportunity to review the same with counsel of our choice, or that we have knowingly, voluntarily and affirmatively waived our right to seek assistance of counsel with respect to this Agreement.

IN WITNESS WHEREOF, Disappearing Corporation and Survivor have executed this Agreement as of the date first written above.

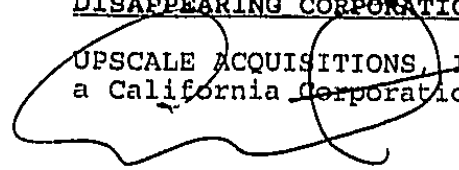
SURVIVOR

ADVENTURE HOLDINGS, INC.,
a Florida Corporation


By: Lance Mortensen
Its: President

DISAPPEARING CORPORATION

UPSCALE ACQUISITIONS, INC.,
a California Corporation


By: Lance Mortensen
Its: President

CERTIFICATE OF APPROVAL
OFFICERS' CERTIFICATE
RE: MERGER
California Corporations Code §1103

The undersigned hereby declare as follows:

1. They are the president and the secretary, respectively, of Adventure Holdings, Inc., a Florida corporation.
2. That the Agreement of Merger in the form attached hereto was duly approved by the board of directors of the corporation.
3. There are currently no outstanding shares of the corporation, and shares shall be issued for the first time in connection with the Merger.

The undersigned further declare under penalty of perjury under the Laws of the State of Florida that the foregoing is true and correct.

EXECUTED this 15th day of July, 1996 at Walnut Creek, California.



Lance Mortensen, President



Lance Mortensen, Secretary

CERTIFICATE OF APPROVAL
OFFICERS' CERTIFICATE
RFI MERGER
California Corporations Code §1103

The undersigned hereby declare as follows:

1. That they are the president and the secretary, respectively, of Upscale Acquisitions, Inc., a California Corporation.

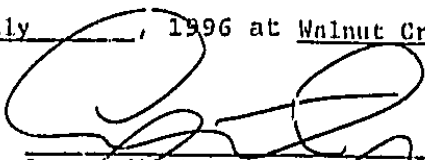
2. That the Agreement of Merger in the form attached hereto was duly approved by the shareholders and board of directors of the corporation.

3. Shareholder approval was by the holders of 100% of the outstanding shares of the corporation.

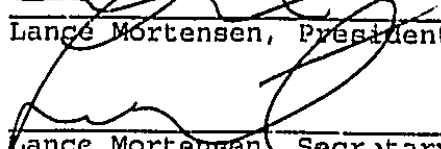
4. There is only one class of shares and the number of shares outstanding is 5,000.

The undersigned declare under the penalty of perjury under the Laws of the State of California that the foregoing is true and correct.

EXECUTED this 15th day of July, 1996 at Walnut Creek,
California.



Lance Mortensen, President



Lance Mortensen, Secretary

CERTIFICATE OF OWNERSHIP
RE: MERGER
California Corporations Code §1108(d)(4) and §1110

The undersigned hereby certify that:

1. They are the president and the secretary, respectively, of UpSCALE Acquisitions, Inc., a California corporation.

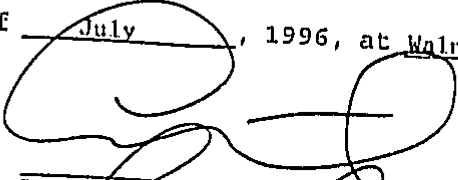
2. Lance Mortensen, an individual, owns all the outstanding shares of this corporation.

3. The board of directors of this corporation duly adopted the following resolution:

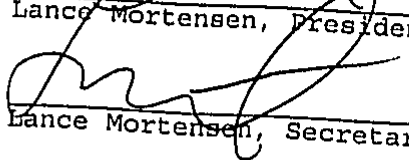
RESOLVED, that this corporation merge into Adventure Holdings, Inc., a Florida corporation, and pursuant to such merger said corporation shall assume all of this corporation's obligations pursuant to Section 1110 of the California Corporations Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed this 15th day of July, 1996, at Walnut Creek, California.



Lance Mortensen, President



Lance Mortensen, Secretary

P96000058384

ARTICLES OF MERGER
Merger Sheet

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MERGING:

UPSCALE ACQUISITION, INC., a California corporation, not qualified in Florida

INTO

ADVENTURE HOLDINGS, INC., a Florida corporation, P96000058384

File date: September 13, 1996

Corporate Specialist: Karen Gibson