

P96000072266

JEFFREY H. ROSENTHAL

ATTORNEY AT LAW

BANK OF AMERICA PLAZA, SUITE 500
7000 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33433

FILED

00 JUN 27 PM 2:33

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FAX (561) 391-1336

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June 26, 2000
Via Federal Express

Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

200003306802--2
-06/27/00--01080--001
*****75.00 *****70.00
200003306802--2
-06/27/00--01080--002
*****8.75 *****8.75

RE: Commercial Construction Consulting, Inc., a Florida corporation; and Commercial Construction Consulting, Inc., a Nevada corporation (the surviving corporation).

Dear Madam or Sir:

Enclosed please find a certified copy of Articles, Plan and Agreement of Merger filed with the Nevada Secretary of State on June 20, 2000.

Also enclosed is my check in the amount of \$75.00 representing the filing fee.; an additional copy of the Articles, Plan and Agreement of Merger together with my check in the amount of \$8.75 for a certificate of status.

Please return the Certificate of Status and a receipted copy of the Articles, Plan and Agreement of Merger to me in the enclosed prepared Federal Express mailer.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Merger
7-12-00
JHR

Very truly yours,

Jeffrey H. Rosenthal

JHR:rg
Enclosures

ARTICLES OF MERGER
Merger Sheet

MERGING:

COMMERCIAL CONSTRUCTION CONSULTING, INC., a Florida corporation,
P96000072266

INTO

COMMERCIAL CONSTRUCTION CONSULTING, INC., a Nevada corporation
not qualified in Florida

File date: June 27, 2000

Corporate Specialist: Doug Spitler

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JUN 20 2000
No. C12177-00
Dean Heller
DEAN HELLER, SECRETARY OF STATE

ARTICLES, PLAN AND AGREEMENT OF MERGER

FILED
00 JUN 27 PM 2:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT is made and entered into this 19 day of June, 2000, by and among COMMERCIAL CONSTRUCTION CONSULTING, INC., a Florida Corporation, having offices at 5401 Longley Lane, A-18, Reno, Nevada, (hereinafter "Company"), and COMMERCIAL CONSTRUCTION CONSULTING, INC., a Nevada Corporation, whose address is 5401 Longley Lane, A-18, Reno, Nevada, (hereinafter "Operating Company.")

WITNESSETH:

WHEREAS, the respective Boards of Directors of the Company and the Operating Company have approved a plan pursuant to which the Company would be merged with and into the Operating Company (the "Merger"), with the outstanding securities of the Company being exchanged for shares of the Operating Company, all in accordance with the applicable statutes of the State of Nevada ("NRS") and statutes of the State of Florida ("Fla. Stat."); and

WHEREAS, the members of such Boards of Directors have determined that the Merger is in the best interest of the respective corporations and their stockholders.

NOW, THEREFORE, in order to consummate the transactions described above and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the parties hereto agree to effect the Merger on the terms and conditions described herein and further agree as follows:

ARTICLE I

THE MERGER

1.1 Surviving Corporation. At the Effective Time (as defined in Section 1.2 hereof), and in accordance with the provisions of this Agreement and the NRS and Fla. Stat., the Company shall be merged with and into the Operating Company, which shall be the Surviving Corporation (hereinafter sometimes called the "Surviving Corporation") and which shall continue in its corporate existence under the name described in Article 1.6 herein, under the laws of the State of Nevada as provided hereinafter and shall succeed to all rights, assets, liabilities and obligations of the Company in accordance with the provisions of the NRS.

1.2 Effective Time. The Merger shall become effective at the time of the filing of this Agreement of Merger with the Secretary of State of the State of Nevada. This date and time when the merger becomes effective are herein referred to as the "Effective Time."

1.3 Articles of Incorporation. The Articles of Incorporation of the Operating Company, as in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, until thereafter amended as provided by law.

1.4 Bylaws. The Bylaws of the Operating Company, as in effect at the Effective Time, shall be the Bylaws of the Surviving Corporation, until amended as therein provided.

1.5 Officers and Directors. At the Effective Time, the following persons shall be the officers and directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation:

Officers:

Les Porter -	President
Suzanne Porter -	Secretary
Les Porter -	Treasurer

Directors:

Les Porter

1.6 Name of Company. At the Effective Time, the name of the Surviving Corporation shall remain as Commercial Construction Consulting, Inc., a Nevada corporation.

1.7 Approval of Stockholders. This Agreement has been submitted by the Company and the Operating Company to their stockholders for their approval, in accordance with the provisions of the NRS and Fla. Stat., and the Stockholders have approved the merger by unanimous consent on 06-15-00.

ARTICLE II STATUS AND CONVERSION OF SECURITIES

2.1 Conversion of Company Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

Each share of the \$1.00 par value common share of the Company shall be exchanged for one share \$1.00 par value common share of the Surviving Corporation.

2.2 Effect of the Merger. At the Effective Time, (a) the Operating Company, consistent with its Articles of Incorporation, shall possess all of the rights, privileges, immunities, powers and purposes of the Company, in addition to its own; (b) all of the property, real and personal, and every other asset of the Company shall vest in the Operating Company without

further act or deed; and (c) the Operating Company shall assume and be liable for all of the liabilities, obligations and penalties of the Company.

2.3 Issuance of Certificates. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of Company stock, upon surrender of the same to the Surviving Company, shall be entitled to receive in exchange therefor, a certificate or certificates (containing appropriate legends thereon, if required), representing the stock into which the shares of the Company Common Stock have been converted in accordance with Section 2.1 hereof.

2.4 Effect of Failure of the Merger to Become Effective. If for any reason the Merger does not become effective, the Surviving Company shall have no obligation to issue shares to any person or party to this Agreement.

ARTICLE III

COSTS AND EXPENSES

3.1 Costs and Expenses. The Operating Company and Company's legal, accounting and auditing fees and its other expenses incurred in connection with the Merger shall be paid by Operating Company. All other fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs and expenses; provided, however, in the event the Merger is not completed and the reason therefor is the intentional material failure or refusal of either the Company or Operating Company to comply with applicable laws, rules and regulations or any intentional material default hereunder, or material breach by either the Company or Operating Company of any of the covenants, representations, warranties, terms, provisions or conditions precedent hereof, then such party shall reimburse the other party for its costs and expenses incurred in connection with the Merger.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE OPERATING COMPANY

The Company and the Operating Company represent and warrant to each other that:

4.1 Existence and Good Standing of the Company and the Operating Company. At the effective Time, the Company and the Operating Company will be corporations duly organized, validly existing and in good standing under the laws of the respective jurisdictions of the organization, and will have all requisite power and authority to carry on their respective businesses and to own their respective properties. The copies of the Articles of Incorporation and Bylaws of the Company and the Operating Company which have been delivered prior to the

execution of this Agreement, are true and correct and have not been amended or repealed.

4.2 Due Authorization. All corporate action required to effect the transactions contemplated herein by the Company and the Operating Company has been or, prior to the Effective Time, will be duly and properly taken. At the Effective Time, the Company's common stock will have been duly and properly authorized and upon issuance in accordance with the terms of this Agreement, will be legally issued, fully paid, non-assessable and not subject to any preemptive rights.

4.3 Outstanding Securities. The authorized capitalization of the Company consists of 100 shares of the Company's common stock, \$1.00 par value.

The authorized capitalization of the Operating Company consists of 100 shares of common stock, \$1.00 par value.

4.4 Contracts. Each material contract to which the Company and/or the Operating Company are a party has been identified and no material transactions or obligations, contingent or otherwise, other than in the ordinary course of business, have been entered into or incurred by the Company or the Operating Company.

4.5 Consents and Approvals of Governmental Authorities. Except for the filing of appropriate documents to effect the Merger as required by the laws of the State of Nevada and of the State of Florida, no consent, authorization or declaration, filing or registration with, any governmental or regulatory authority is required to be made or obtained by the Company or the Operating Company in connection with the execution and delivery of this Agreement.

4.6 Tax Returns. The Company has filed all tax returns (or requests for extension of time for filing such returns) and reports, and such other material tax (including without limitation unemployment compensation, social security, sales, excise, privilege and franchise tax, whether imposed by the federal government, a state or a municipal or political subdivision thereof) returns and reports, as in the opinion of the executive officers of the Company (the "Company's Officers") are required to be filed, and the Company has paid all taxes as shown on such returns to be payable by the Company and any and all assessments received by the Company to the extent that such taxes have become due, except for taxes, assessments or claims whose amounts, the applicability or validity of which are being contested in good faith.

4.7 Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Company's Officers, threatened against the Company or the Operating Company or the assets or business of the Company or the Operating Company, which has or may in the future have (so far as the Company's Officers can now reasonably foresee) a material adverse effect on the business or condition (financial or otherwise) of the Company or the Operating Company.

4.8 Licenses, Permits and Authorizations. The Company and the Operating Company have all approvals, authorizations, consents, licenses, franchises, orders and other permits of all governmental and regulatory agencies whether federal, state or local, the absence of which would materially impair the operation of the business of the Company and the Operating Company as such business is now being conducted.

4.9 Title. The Company and Operating Company have good and defensible title to all of their material properties and assets, real and personal, and all of such properties and assets are owned free and clear of all liens and encumbrances, claims of others, easements and licenses, other than (a) liens for property taxes not yet due and payable; (b) liens imposed by law and incurred in the ordinary course of business for obligations not yet due to carriers, warehousemen, laborers, materialmen and the like; (c) liens in respect of pledges and deposits under workmen's compensation laws or similar legislation; (d) minor easements, defects and exceptions, none of which, individually or in the aggregate, materially interferes with the use of such properties and assets for the purposes for which they are held.

4.10 Brokers or Finders. No person, firm or corporation has or will have, as a result of any act or omission by the Company or the Operating Company, any right, interest or valid claim against or upon the Company or Surviving Company for any commission, fee or other compensation as a finder or broker, or in any similar capacity, in connection with the transactions contemplated by this Agreement. and the Company and the Operating Company will be held harmless against any and all liability with respect to any commission, fee or other compensation which may be payable or determined to be payable as a result of any act or omission by the Company or the Operating Company in connection with the Agreement.

4.11 Changes and Dividends. There has been no material adverse change in the Company's financial condition, results of operation or business as a whole. The Company has not declared or made any payment or distribution to its stockholders as such, purchased or redeemed any of its shares of capital stock or other securities, or obligated itself to do.

4.12 No Undisclosed Liabilities. The Company has no liabilities or obligations (absolute, accrued or contingent) material to the Company of a nature required by generally accepted accounting principles to be reflected on the balance sheet of the Company (the "Liabilities") which were not reflected on the Company's Financial Statements. Since the date of the Company's Financial Statements, neither the Company nor the Operating Company has incurred any Liabilities material to the Company or the Operating Company except (a) liabilities incurred in the ordinary course of business and consistent with the past practice; and (b) liabilities incurred in connection with the Merger or as otherwise permitted by this Agreement.

ARTICLE V

COVENANTS PENDING CLOSING

The parties agree that from the date hereof to the Effective Time:

5.1 Ordinary Course of Business. Each party will operate its business only in the usual, regular and ordinary manner and, to the extent consistent with such operation, use all reasonable efforts to maintain the good will it now enjoys and to preserve intact its present business organization, keep available to the extent possible the services of its present officers and employees and preserve its relationship with clients, customers and others having business dealings with it.

5.2 Maintenance of Properties. Each party, at its expense, will maintain its properties in customary repair, order and condition, reasonable wear and tear and acts of God excepted.

5.3 Maintenance of Records. Each party will maintain its books of account and records in the usual, regular and ordinary manner in accordance with generally accepted accounting principles applied on a consistent basis.

5.4 Compliance. Each party will comply with all laws applicable to it and to the conduct of its business, the non-compliance with which would have a material adverse effect on its business, properties or financial condition.

5.5 Negative Covenants. No party will amend its Articles of Incorporation; redeem, purchase or otherwise acquire or agree to redeem, purchase or otherwise acquire capital stock (except as provided in this Agreement); declare, authorize or pay any dividend or distribution of cash, properties or securities; dispose of any material amount of its property otherwise than in the ordinary course of business; enter into any contracts requiring the payment of a material amount of money; or incur any long-term indebtedness or enter into any mortgage or pledge of any of its properties or assets, except as may be provided in this Agreement. For purposes of this paragraph, material shall mean having a value of \$5,000.

5.6 Representations and Warranties. The representations and warranties of each party contained in this Agreement shall be true and correct in all material respects at and as of the Effective Time as if made at and as of such time, except as affected by transactions contemplated hereby.

ARTICLE VI

CONDITIONS PRECEDENT

6.1 Conditions to Each Party's Obligation to Effect the Merger. Each and every obligation under this Agreement of each party hereto to be performed by such party on or before the Effective Time shall be subject to the fulfillment at or prior to the Effective Time of the following conditions:

This Agreement and the Merger contemplated hereby shall have been adopted and approved by the affirmative vote of at least a majority of the outstanding shares of the Company and Surviving Company's common stock.

ARTICLE VII

TERMINATION

7.1 Grounds for Termination Before Effective Time. This Agreement may be terminated, at any time before the Effective Time as follows:

(a) By the mutual consent of the Boards of Directors of the Company and Surviving Company.

(b) By the Board of Directors of either the Company or Surviving Company if, on or before the Effective Time, there should be a material violation of any representations or warranties contained in Articles IV or V of this Agreement.

7.2 Confidentiality Upon Termination. In the event this Agreement is terminated, each party agrees to return to the others any financial data and other information or documentation which has been provided in contemplation of concluding this Agreement. Except to the extent reasonably necessary to bring or defend a legal action involving another party, each party covenants and agrees to treat the financial data and other information and documentation as confidential, and to not use or disclose the data, information or documentation without the written consent of the party who has provided the data, information or documentation.

ARTICLE VIII

AMENDMENT AND WAIVER

8.1 Amendment. This Agreement may be amended by the parties hereto, by action taken by their respective Boards of Directors or their respective officers authorized by such Boards of Directors, at any time prior to the Effective Time and before or after the approval, if any, of this Agreement by the stockholders of the Operating Company or Surviving Company.

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

8.2 Waiver. At any time prior to the Effective Time, the parties hereto, by action taken by their respective Boards of Directors, may (a) extend the time for the performance of any of the obligations or other acts of any of the other party hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of the party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

ARTICLE IX

MISCELLANEOUS

9.1 Directors and Officers Indemnification. The Surviving Company will indemnify the officers and directors of the Company and the Surviving Company to the fullest extent permitted by law and to the extent not covered by insurance with respect to claims arising as a result of the Merger, and agrees to pay in advance all expenses, including attorney's fees, incurred by such officers and directors in defending a civil or criminal action, suit or proceeding upon receipt by the Company of a written undertaking on behalf of such officers and directors to repay such amount if it shall be ultimately determined that they are not entitled to be indemnified by the company.

9.2 Survival of Representations, Warranties and Agreements. All representations, warranties and agreements contained in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Closing hereof for a period of 24 months after the Effective Date or until the earlier date of the termination and abandonment of this Agreement, as the case may be.

9.3 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or sent by registered or certified mail (postage prepaid), return receipt requested, to the persons at the following addresses:

(a) If to Operating Company:

Commercial Construction Consulting, Inc.
5402 Longley Lane, A-18
Reno, NV 89511

With a copy to:

John K. Gallagher, Esq.
Guild, Russell, Gallagher & Fuller, Ltd.
100 W. Liberty St., Suite #800
P.O. Box 2838
Reno, Nevada 89505

(b) If to the Company:

Commercial Construction Consulting, Inc.
5401 Longley Lane, A-18
Reno, Nevada 89511

or at such other addresses as shall have been furnished by the parties by like notice, and such notice or communication shall be deemed to have been given and made as of the date so delivered or mailed.

9.4 Entire Agreement. This Agreement (including the instruments between the parties referred to herein and any waivers of covenants delivered pursuant hereto) constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral among the parties, or any of them, with respect to the subject matter hereof.

9.5 Assignment, Etc. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and is not intended to confer on any other party any rights or remedies hereunder. Neither this Agreement nor any of the rights, interests or other obligations shall be assigned by any of the parties hereto without the prior written consent of the other party.

9.6 Governing Law. This Agreement shall be controlled by and interpreted by the laws of the State of Nevada.

9.7 Severability. If any provision of portion thereof of this Agreement is found to be invalid, that provision or portion shall be deemed severed and the Agreement shall remain in effect by giving effect to all other provisions or portions of the Agreement.

9.8 Remedies Cumulative. No remedy conferred by any of the specific provisions of this Agreement is intended, except as otherwise stated, to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to all other remedies given hereunder or now and hereafter existing at law or equity or by statute or otherwise. The election of any one or more remedies by the parties shall not constitute any waiver of the right to pursue other available remedies.

9.9 Attorneys' Fees. In the event either party seeks the services of an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to a reasonable sum as attorneys' fees and costs as may be allowed by the Court.

9.10 Construction. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the Company and the Operating Company have caused this Agreement to be signed by their respective officers duly authorized, as of the date first written above.

OPERATING COMPANY:

COMMERCIAL CONSTRUCTION
CONSULTING, INC.,
a Nevada corporation

By: Les Porter
Title: President

By: Suzanne Porter
Title: Secretary

COMPANY:

COMMERCIAL CONSTRUCTION
CONSULTING, INC.,
a Florida corporation

By: Les Porter
Title: President

By: Suzanne Porter
Title: Secretary

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, a Notary Public in and for the said County and State, hereby certify that on June 19, 2000, personally appeared before me LES PORTER, who being first duly sworn, declared that he is the person who signed the foregoing Articles, Plan and Agreement of Merger as President of COMMERCIAL CONSTRUCTION CONSULTING, INC., A NEVADA CORPORATION, and he acknowledged that it was his free and voluntary act and deed.

Jimmy Pack
NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, a Notary Public in and for the said County and State, hereby certify that on June 19, 2000, personally appeared before me LES PORTER, who being first duly sworn, declared that he is the person who signed the foregoing Articles, Plan and Agreement of Merger as President of COMMERCIAL CONSTRUCTION CONSULTING, INC., A FLORIDA CORPORATION, and he acknowledged that it was his free and voluntary act and deed.


NOTARY PUBLIC