

P96000084071

CAPITAL CONNECTION, INC.

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904)224-8870

Mailing Address: Post Office Box 10349, Tallahassee, FL 32302

TOLL FREE No. 1-800-342-8062

FAX (904) 222-1222

NAME \_\_\_\_\_

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE ( ) \_\_\_\_\_

Service: Top Priority \_\_\_\_\_ Regular \_\_\_\_\_  
One Day Service Two Day Service

To us via \_\_\_\_\_ Return via \_\_\_\_\_

Matter No.: \_\_\_\_\_ Express Mail No. \_\_\_\_\_

State Fee \$ \_\_\_\_\_ Our \$ \_\_\_\_\_

File 1st

RE: First Western

Trading Group Inc

	C.C. FEE.	DISBURSED
<input type="checkbox"/> Capital Express™		
<input checked="" type="checkbox"/> Art. of Inc. File		
<input type="checkbox"/> Corp. Record Search		
<input type="checkbox"/> Ltd. Partnership File		
<input type="checkbox"/> Foreign Corp. File		
<input checked="" type="checkbox"/> <del>Gen.</del> Copy(s)		
<input type="checkbox"/> Art. of Amend. File		
<input type="checkbox"/> Dissolution/Withdrawal		
<input type="checkbox"/> C U S-		
<input type="checkbox"/> Fictitious Name File		
<input type="checkbox"/> Name Reservation	****140.00	****70.00
<input type="checkbox"/> Annual Report/Reinstatement		
<input type="checkbox"/> Reg. Agent Service		
<input type="checkbox"/> Document Filing		
<input type="checkbox"/> Corporate Kit		
<input type="checkbox"/> Vehicle Search		
<input type="checkbox"/> Driving Record		
<input type="checkbox"/> Document Retrieval		
<input type="checkbox"/> UCC 1 or 3 File		
<input type="checkbox"/> UCC 11 Search		
<input type="checkbox"/> UCC 11 Retrieval		
<input type="checkbox"/> _____ File No.'s, _____ Copies		
<input type="checkbox"/> Courier Service		
<input type="checkbox"/> Shipping/Handling		
<input type="checkbox"/> Phone ( )		
<input type="checkbox"/> Top Priority		
<input type="checkbox"/> Express Mail Prep.		
<input type="checkbox"/> FAX ( ) pgs.		

SUBTOTALS \_\_\_\_\_

FEE.....	\$
DISBURSED.....	\$
SURCHARGE.....	\$
TAX on corporate supplies.....	\$
SUBTOTAL.....	\$
PREPAID.....	\$
BALANCE DUE.....	\$
.....	\$

REQUEST TAKEN CONFIRMED APPROVED

DATE \_\_\_\_\_

TIME \_\_\_\_\_ CK No. \_\_\_\_\_

BY AMC \_\_\_\_\_

WALK-IN Will Pick Up 10/11 1:00 AB 10/11

Please remit invoice number with payment  
TERMS: NET 10 DAYS FROM INVOICE DATE  
1 1/2% per month on Past Due Amounts  
Past 30 Days, 18% per Annum.

THANK YOU  
from  
Your Capital Connection

**STATE OF FLORIDA**  
**CONSENT TO USE OF CORPORATE NAME**  
**OF**  
**FIRST WESTERN TRADING GROUP, INC.**


WHEREAS, First Western Trading Group, Inc., a Delaware corporation qualified to do business in the State of Florida desires to redomicile in the State of Florida by (1) organizing a new Florida corporation with the same name and then (2) merge itself into such newly-formed Florida corporation, which shall be the survivor of such merger;


WHEREAS, because of the prior qualification to do business in the State of Florida obtained by the Delaware corporation the name "First Western Trading Group, Inc." is blocked in the State of Florida, stopping the incorporation of the Florida corporation for purposes of the merger;

NOW, THEREFORE, intending to be legally bound, First Western Trading Group, Inc., a Delaware corporation, hereby consents to the appropriation of its name by the newly-organizing Florida corporation into which it is merging and which Florida corporation will be the surviving corporation, and said Delaware corporation hereby authorizes Richard P. Crage, its President, to form such new Florida corporation using the name "First Western Trading Group, Inc." and hereby authorizes the Secretary of State of Florida to permit such incorporation using its name.

FIRST WESTERN TRADING GROUP, INC.

ATTEST:

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Richard P. Crage, President

The undersigned, desiring to form, organize and incorporate a corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation and certifies:

**STATE OF FLORIDA**  
**ARTICLES OF INCORPORATION**  
**OF**

**FIRST WESTERN TRADING GROUP, INC.**

FILED  
96 OCT 11 AM 10:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, desiring to form, organize and incorporate a corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation and certifies:

**ARTICLE I**

The name of this corporation shall be:  
First Western Trading Group, Inc.  
The principal office of the corporation is located at:  
28471 U. S. Highway 19 N., Suite 501  
Clearwater, Florida 34621

**ARTICLE II**

This corporation may engage in any activity or business permitted under the laws of the State of Florida, and shall enjoy all the rights and privileges of a corporation granted by the laws of the State of Florida.

**ARTICLE III**

The aggregate number of shares which the corporation shall have authority to issue is Twenty-two Million (22,000,000) shares, divided into:

2,000,000 Preferred Shares  
and

20,000,000 Common Shares

A statement of the preferences, privileges, and restrictions granted to or imposed upon the respective classes of shares or the holders thereof is as follows:

A. Common Shares. The terms of the 20,000,000 Common Shares of the corporation shall be as follows:

(1) Dividends. Whenever cash dividends upon the Preferred Shares of all series thereof at the time outstanding, to the extent of the preference to which such shares are entitled, shall have been paid in full for all past dividend periods, or declared and set apart for payment, such dividends, payable in cash, stock, or otherwise, as may be determined by the Board of Directors, may be declared by the Board of Directors and paid from time to time to the holders of the Common Shares out of the remaining net profits or surplus of the corporation.

(2) Liquidation. In the event of any liquidation, dissolution, or winding up of the affairs of the corporation, whether voluntary or involuntary, all assets and funds of the corporation remaining after the payment to the holders of the

Preferred Shares of all series thereof of the full amounts to which they shall be entitled as hereinafter provided, shall be divided and distributed among the holders of the Common Shares according to their respective shares.

(3) Voting rights. Each holder of a Common Share shall have one vote in respect of each share of such stock held by him. There shall not be cumulative voting.

B. Preferred Shares. Prior to the issuance of any of the Preferred Shares, the Board of Directors shall determine the number of Preferred Shares to then be issued from the Two Million (2,000,000) shares authorized, and such shares shall constitute a series of the Preferred Shares. Such series shall have such preferences, limitations, and relative rights as the Board of Directors shall determine and such series shall be given a distinguishing designation. Each share of a series shall have preferences, limitations, and relative rights identical with those of all other shares of the same series. Except to the extent otherwise provided in the Board of Directors' determination of a series, the shares of such series shall have preferences, limitations, and relative rights identical with all other series of the Preferred Shares. Preferred Shares may have dividend or liquidation rights which are prior (superior or senior) to the dividend and liquidation rights and preferences of the Class B Preferred Shares. Also, any series of the Preferred Shares may have voting rights.

#### ARTICLE IV

The corporation is to have perpetual existence.

#### ARTICLE V

So long as all the shares of this corporation are owned beneficially and of record by only one or two shareholders, the business and property of the corporation shall be managed by a Board of not fewer than the number of shareholders. At such time as the shares are owned beneficially and of record by more than three or more shareholders, the business and property of the corporation shall be managed by a Board of not fewer than three (3) nor more than twenty-one (21) directors, who shall be natural persons of full age, and who shall be elected annually by the shareholders having voting rights, for the term of one year, and shall serve until the election and acceptance of their duly qualified successors. In the event of any delay in holding, or adjournment of, or failure to hold an annual meeting, the terms of the sitting directors shall be automatically continued indefinitely until their successors are elected and qualified. Directors need not be residents of the State of Florida nor shareholders. Any vacancies, including vacancies resulting from an increase in the number of directors, may be filled by the Board of Directors, though less than a quorum, for the unexpired term. The Board of Directors shall have full power, and it is hereby expressly authorized, to increase or decrease the number of directors from time to time without requiring a vote of the shareholders.

The name(s) and address(es) of the member(s) of the first Board of Directors, who, subject to the provisions of the Articles of Incorporation, the By-Laws, and the corporation laws of the State of Florida, shall hold office for the first year of the corporation's business and existence, or until their successors are elected and have qualified are:

NAME  
Richard P. Crage

ADDRESS  
28471 U.S. Hwy 19 N., Suite 501  
Clearwater, Florida 34621

#### ARTICLE VI

This corporation, and any or all of the shareholders of this corporation, may from time to time enter into such agreements as they deem expedient relating to the shares of stock held by them and limiting the transferability thereof; and thereafter any transfer of such shares shall be made in accordance with the provisions of such agreement, provided that before the actual transfer of such shares on the books of the corporation, written notice of such agreement shall be given to this corporation by filing a copy thereof with the secretary of the corporation and a reference to such agreement shall be stamped, written or printed upon the certificate representing such shares, and the By-Laws of this corporation may likewise include provisions for the making of such agreement, as aforesaid.

#### ARTICLE VII

The private property of the shareholders of the corporation shall not be subject to the payment of the corporation's debts to any extent whatever.

#### ARTICLE VIII

The corporation hereby designates, as its Registered Agent, and as its Resident Agent to accept service of process within the State:

Richard P. Crage  
28471 U. S. Highway 19 N., Suite 501  
Clearwater, Florida 34621

#### ARTICLE IX

The following indemnification provisions shall be deemed to be contractual in nature and not subject to retroactive removal or reduction by amendment.

(a) This corporation shall indemnify any director who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, judicial, administrative or investigative, by reason of the fact that he/she is or was serving at the request of this corporation as a director or officer or member of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him/her in connection with such action, suit

or proceeding, including any appeal thereof, if he/she acted in good faith or in a manner he/she reasonably believed to be in, or not opposed to, the best interests of this corporation, and with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe his/her conduct was unlawful. However, with respect to any action by or in the right of this corporation to procure a judgment in its favor, no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his/her duty to the corporation unless, and only to the extent that, the court in which such action or suit was brought determines, on application, that despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity in view of all the circumstances of the case. Termination of any action, suit or proceeding by judgment, order, settlement, conviction, or in a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification hereunder may be paid by the corporation in advance of the final disposition of any action, suit or proceeding, on a preliminary determination that the director, officer, employee or agent met the applicable standard of conduct.

(b) The corporation shall also indemnify any director or officer who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter therein, against all expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection therewith, without the necessity of an independent determination that such director or officer met any appropriate standard of conduct.

(c) The indemnification provided for herein shall continue as to any person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors, and administrators of such persons.

(d) In addition to the indemnification provided for herein, the corporation shall have power to make any other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any resolution or agreement duly adopted by the Board of Directors, or duly authorized by a majority of the shareholders.

#### ARTICLE X

No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director; provided, that the foregoing clause shall not apply to any liability of a director for any action for which the Florida General Corporation Act proscribes this limitation and then only to the extent that this limitation is specifically proscribed.

#### ARTICLE XI

In furtherance, and not in limitation, of the powers conferred

by the laws of the State of Florida, the Board of Directors is expressly authorized:

(a) To make, alter, amend, and repeal the By-Laws of the corporation, subject to the power of the holders of stock having voting power to alter, amend, or repeal the By-Laws made by the Board of Directors.

(b) To determine and fix the value of any property to be acquired by the corporation and to issue and pay in exchange therefore, stock of the corporation; and the judgment of the directors in determining such value shall be conclusive.

(c) To set apart out of any funds of the corporation available for dividends, a reserve or reserves for working capital or for any other lawful purposes, and also to abolish any such reserve in the same manner in which it was created.

(d) To determine from time to time whether and to what extent, and at what time and places, and under what conditions and regulations the accounts and books of the corporation, or any of the books, shall be open for inspection by the shareholders and no shareholder shall have any right to inspect any account or book or document of the corporation except as conferred by the laws of the State of Florida, unless and until authorized to do so by resolution of the Board of Directors or of the shareholders.

(e) The Board of Directors may, by resolution, provide for the issuance of stock certificates to replace lost or destroyed certificates.

#### ARTICLE XII

If the By-Laws so provide, the shareholders and the Board of Directors of the corporation shall have the power to hold their meetings, to have an office or offices, and to keep the books of the corporation, subject to the provisions of the laws of the State of Florida, outside of said state at such place or places as may be designated from time to time by the Board of Directors.

The corporation may, in its By-Laws, confer powers upon the Board of Directors in addition to those granted by these Articles of Incorporation, and in addition to the powers and authority expressly conferred upon them by the laws of the State of Florida.

Election of directors need not be by ballot unless the By-Laws so provide.

Directors shall be entitled to reasonable fees for their attendance at meetings of the Board of Directors.

#### ARTICLE XIII

In case the corporation enters into contracts or transacts business with one or more of its directors, or with any firm of which one or more of its directors are members, or with any other corporation or association of which one or more of its directors are shareholders, directors, or officers, such contracts or transactions shall not be invalidated or in any way affected by the fact that such director or directors have or may have an interest therein which is or might be adverse to the interest of this corporation, provided that such contracts or transactions are in

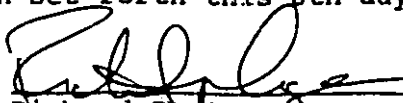
the usual course of business.

In the absence of fraud, no contract or other transaction between this corporation and any other corporation or any individual or firm, shall in any way be affected or invalidated by the fact that any of the directors of this corporation is interested in such contract or transaction, provided that such interest shall be fully disclosed or otherwise known to the Board of Directors in the meeting of such Board at which time such contract or transaction was authorized or confirmed, and provided, however, that any such directors of this corporation who are so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation which shall authorize or confirm such contract or transaction, and any such director may vote thereon to authorize any such contract or transaction with the like force and effect as if he were not such director or officer of such other corporation or not so interested.

#### ARTICLE XIV

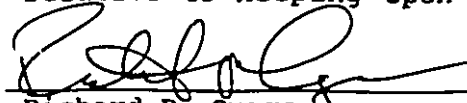
The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein upon shareholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I, the undersigned, for the purpose of forming a corporation pursuant to the laws of the State of Florida, have hereunto duly executed the foregoing Articles of Incorporation to be filed in the Office of the Secretary of the State of Florida for the purposes therein set forth this 8th day of October, 1996.

  
Richard P. Crage

#### ACCEPTANCE OF DESIGNATION

Having been named to accept service of process for the above stated corporation, at the place designated, I hereby accept to act in this capacity, and agree to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.

  
Richard P. Crage



**P96000084071**

**CAPITAL CONNECTION, INC.**

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904)224-8870  
 Mailing Address: Post Office Box 10349, Tallahassee, FL 32302  
 TOLL FREE No. 1-800-342-8062  
 FAX (904) 222-1222

NAME Richard Fox  
 FIRM 401-495-4833  
 ADDRESS Richard Cragg

PHONE ( ) 800-479-4360

Service: Top Priority \_\_\_\_\_ Regular \_\_\_\_\_  
 One Day Service Two Day Service

To us via \_\_\_\_\_ Return via \_\_\_\_\_

Matter No.: \_\_\_\_\_ Express Mail No. \_\_\_\_\_

State Fee \$ \_\_\_\_\_ Our \$ \_\_\_\_\_

*Per Phone call to change "incorporator" to "shareholder" on 8-1 of the Articles of merger*

*File ing*

N. HENDRICKS OCT 11 1996

RE: First Western Trading Group, Inc.

	C.C. FEE.	DISBURSED
Capital Express™		
Art. of Inc. File <u>merge</u>		
Corp. Record Search		
Ltd. Partnership File		
Foreign Corp. File		
( <u>2</u> ) <del>Port</del> Copy(s)		
Art. of Amend. File		
Dissolution/Withdrawal		
C U S-		
Fictitious Name File		
Name Reservation		
Annual Report/Reinstatement		
Reg. Agent Service		
Document Filing		
Corporate Kit		
Vehicle Search		
Driving Record		
Document Retrieval		
UCC 1 or 3 File		
UCC 11 Search		
UCC 11 Retrieval		
File No.'s. _____ Copies		
Courier Service		
Shipping/Handling		
Phone ( )		
Top Priority		
Express Mail Prep.		
FAX ( ) pgs.		
<b>SUBTOTALS</b>		

FEE.....	
DISBURSED.....	
SURCHARGE.....	
TAX on corporate supplies.....	
SUBTOTAL.....	
PREPAID.....	
BALANCE DUE.....	

RECEIVED  
 DIVISION OF CORPORATION  
 58 OCT 11 AM 10:37

REQUEST	TAKEN	CONFIRMED	APPROVED
DATE			
TIME			CK No.
BY <u>PHK</u>			

WALK-IN 10/11/96  
 Will Pick Up

Please remit invoice number with payment  
 TERMS: NET 10 DAYS FROM INVOICE DATE  
 1 1/2% per month on Past Due Amounts  
 Past 30 Days, 18% per Annum.

THANK YOU  
 from  
 Your Capital Connection

**ARTICLES OF MERGER**  
**Merger Sheet**

**MERGING:** -----

**FIRST WESTERN TRADING GROUP, INC., A DELAWARE CORPORATION**  
**NOT QUALIFIED.**

**INTO**

**FIRST WESTERN TRADING GROUP, INC., a Florida corporation,**  
**P96000084071.**

**File date: October 11, 1996**

**Corporate Specialist: Nancy Hendricks**

ARTICLES/CERTIFICATE OF MERGER

FILED

FIRST WESTERN TRADING GROUP, INC. 96 OCT 11 PM 1:46  
(a Florida corporation)

AND

FIRST WESTERN TRADING GROUP, INC.  
(a Delaware corporation)

RECORDED IN STATE  
TALLAHASSEE, FLORIDA

The undersigned corporations, desiring to redomicile a Delaware corporation, First Western Trading Group, Inc., in Florida, by merging said Delaware corporation, as the merging corporation, with and into First Western Trading Group, Inc., a newly-organized Florida corporation formed for the purpose, as the surviving corporation, hereby sign, seal, and present for filing these Articles/Certificate of Merger as required by the respective corporate laws of Delaware and Florida, as follows:

1. The names of the constituent corporations are:  
Merging Corporation: First Western Trading Group, Inc., a Delaware corporation  
Surviving Corporation: First Western Trading Group, Inc., a Florida corporation
2. The address of both corporations is:  
28471 U.S. 19 North, Suite 501  
Clearwater, Florida 34621
3. The Plan and Agreement of Merger of the constituent corporations is attached hereto, as Exhibit A, made a part hereof, and incorporated herein by reference.
4. The Plan and Agreement of Merger was adopted by the majority vote of the shareholders of the merging corporation and the shareholder of the surviving corporation on October 8, 1996, and has been approved, certified, executed and acknowledged by each of the constituent corporations. A copy of the Plan and Agreement of Merger is on file at the principal place of business of the surviving corporation and a copy thereof will be furnished by said surviving corporation to any stockholder of either constituent corporation.
5. The merger shall be effective upon the filing of these Articles of Merger in the states of Delaware and Florida, as the date of the last filing in either state.
6. The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the merging corporation, or of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders in any appraisal proceedings. The surviving corporation

ARTICLES/CERTIFICATE OF MERGER

First Western Trading Group, Inc. (Florida)  
and First Western Trading Group, Inc. (Delaware)  
PAGE 2

irrevocably appoints the Secretary of State of Delaware as its  
agent to accept service of process and to send it to:  
28471 U.S. 19 North, Suite 501  
Clearwater, Florida 34621

IN WITNESS WHEREOF, the constituent corporations have executed  
these Articles/Certificate of Merger this 8th day of October, 1996.

ATTEST:

  
Secretary

FIRST WESTERN TRADING GROUP, INC.  
(Florida)

By:

  
Richard P. Crage

FIRST WESTERN TRADING GROUP, INC.  
(Delaware)

ATTEST:

  
Secretary

By:

  
Richard P. Crage

**PLAN AND AGREEMENT OF MERGER**

**FIRST WESTERN TRADING GROUP, INC.  
AND  
FIRST WESTERN TRADING GROUP, INC.**

This PLAN AND AGREEMENT OF MERGER, dated this 24th day of September, 1996, made pursuant to Sections 607.1101 of the Florida General Corporation Act, and Sections 251 and 252 of the Delaware General Corporation Law, by and between:

**FIRST WESTERN TRADING GROUP, INC.,** a Florida business corporation to-be-formed having its principal business office located at 28471 U.S. 19 North, Clearwater, Florida 34621 (hereinafter sometimes referred to as the "surviving corporation");

**AND**

**FIRST WESTERN TRADING GROUP, INC.,** a Delaware business corporation having its principal business office located at 28471 U.S. 19 North, Clearwater, Florida 34621 (hereinafter sometimes referred to as the "merging corporation");

**WITNESSETH THAT:**

**WHEREAS,** FIRST WESTERN TRADING GROUP, INC. and FIRST WESTERN TRADING GROUP, INC. (hereinafter jointly referred to as the "constituent corporations") desire to merge into a single corporation so as to redomicile the Delaware corporation in Florida;

**WHEREAS,** FIRST WESTERN TRADING GROUP, INC. (Florida), by its Articles of Incorporation to be filed on October 11, 1996, shall be authorized to issue 2,000,000 shares of undesignated Preferred Stock, none of which is presently issued and outstanding, and 20,000,000 shares of Common Stock, of which 2,699,880 shares shall be immediately issued and outstanding;

**WHEREAS,** FIRST WESTERN TRADING GROUP, INC. (Delaware), by its Certificate of Incorporation which was issued on April 1, 1993 and amended on September 10, 1996 is authorized to issue 2,000,000 shares of undesignated Preferred Stock, having a par value of \$.01 per share, none of which is presently issued and outstanding, and

20,000,000 shares of Common Stock, having a par value of \$.001 per share, of which 2,677,062 shares are issued and outstanding;

NOW THEREFORE, the constituent corporations, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of their Merger and the mode of carrying the same into effect, as follows:

#### ARTICLE I THE MERGER

1. Immediately following execution hereof, each of the parties shall call a meeting of its Board of Directors which by resolution, shall approve and adopt this Plan and Agreement of Merger as a plan of reorganization within the provisions of Section 368 (a)(1)(A) of the Internal Revenue Code.

2. (a) This Plan and Agreement of Merger shall be submitted to a vote of the shareholders of FIRST WESTERN TRADING GROUP, INC. for approval under Section 607.1103 of the Florida General Corporation Act.

(b) This Plan and Agreement of Merger shall be submitted to a vote of the shareholders of FIRST WESTERN TRADING GROUP, INC. for approval under Sections 252 and 251(c) of the Delaware General Corporation Law.

(c) The Merger contemplated by this Plan and Agreement of Merger shall automatically become effective (after receiving the affirmative vote of the shareholders owning a majority of the issued and outstanding shares of the common stock of the constituent corporations) upon the filing of the Articles of Merger with the Florida Department of State and the Delaware Secretary of State.

(d) The Articles/Certificate of Merger shall be filed on or before October 15, 1996.

3. Upon effectiveness of this Plan and Agreement of Merger and meeting of all conditions precedent, FIRST WESTERN TRADING GROUP, INC. shall merge FIRST WESTERN TRADING GROUP, INC. into itself and FIRST WESTERN TRADING GROUP, INC. shall merge into and

with FIRST WESTERN TRADING GROUP, INC., which shall be the surviving corporation and FIRST WESTERN TRADING GROUP, INC. shall continue for all purposes while the separate existence of FIRST WESTERN TRADING GROUP, INC. shall cease.

4. On or before October 15, 1996, following effectiveness of this Plan and Agreement of Merger, the officers of the surviving corporation shall prepare, execute, and file Articles of Merger with the Florida and Delaware Departments of State and take all other actions necessary to formalize the Merger, pursuant to Sections 607.1105 of the Florida General Corporation Act and Sections 251 and 252 of the Delaware General Corporation Law.

5. Upon the Merger becoming effective:

(a) The Articles of Incorporation of FIRST WESTERN TRADING GROUP, INC. (Florida) as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation.

(b) The Bylaws of FIRST WESTERN TRADING GROUP, INC. (Florida) as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Bylaws of the surviving corporation.

(c) The directors and officers of the merging Delaware corporation shall become the directors and officers of the surviving Florida corporation and serve until the next annual meeting of shareholders and until their successors shall have been elected and qualified. Such directors and officers are:

Directors:	Christopher J. Alf
	John K. Steinbeck
	Richard P. Crage

Officers:	President: Richard P. Crage
	Secretary: Richard C. Fox
	Treasurer: John K. Steinbeck

(d) All the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merging corporation shall be transferred to, vested in and devolve upon the surviving corporation without

further act or deed and all property, rights, and every other interest of the surviving corporation and the merging corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively.

7. All rights of creditors and all liens upon any property of the constituent corporations shall be preserved unimpaired and all debts, liabilities, and duties of the merging corporation shall thenceforth attach to the surviving corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by such surviving corporation.

8. The merging corporation hereby agrees that, from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds, bills of sale, assignments, documents, and instruments, and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merging corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merging corporation or otherwise to take any and all such action.

9. The manner of converting the outstanding shares of the capital stock of the merging corporations into the shares of the surviving corporation shall be as follows:

The issued and outstanding shares of Common Stock of FIRST WESTERN TRADING GROUP, INC. (Delaware) consisting of 2,677,062 shares of \$.01 par value Common Stock, and all rights in respect thereof, shall automatically be converted, without any action on the part of the holder thereof, into that number of fully paid and nonassessable



5

into shares of the Common Stock of FIRST WESTERN TRADING GROUP, INC. calculated in accordance with Article II Section 4 below.

10. Providing this agreement closes, the surviving corporation shall pay all the reasonable and ordinary expenses of carrying this Agreement into effect and of accomplishing the Merger, and shall make all requisite payments to any dissenting shareholders. If this agreement does not close, FIRST WESTERN TRADING GROUP, INC. shall pay all costs and expenses of the failed merger including the legal (Richard C. Fox, Esq.) and accounting (John K. Steinbeck) expenses of FIRST WESTERN TRADING GROUP, INC.

11. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights, and immunities of FIRST WESTERN TRADING GROUP, INC. shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of FIRST WESTERN TRADING GROUP, INC. shall be merged into FIRST WESTERN TRADING GROUP, INC. and FIRST WESTERN TRADING GROUP, INC. shall, as the surviving corporation, be fully vested therewith. At the effective time of the Merger, the separate existence of FIRST WESTERN TRADING GROUP, INC. shall cease, and in accordance with the terms of this agreement the surviving corporation shall possess all the rights, privileges, powers, and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties, of each of the constituent corporations, and all and singular, the rights, powers, and franchises and all property, real, personal, and mixed, and all debts due on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of the constituent corporations shall be taken and deemed to be transferred to and vested in the surviving corporation without further act or deed; and all property, rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the merging corporation; and the title to any real

estate, or interest therein, whether by deed or otherwise, under the laws of Florida and Delaware vested in such corporation, shall not revert or be in any way impaired by reason of the Merger. The surviving corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the constituent corporations, and any claim existing or action or proceeding pending by or against the merging corporation may be prosecuted as if the Merger had not taken place, or the surviving corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the constituent corporations shall be impaired by the Merger, and all debts, liabilities, and duties of each of said constituent corporations shall attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

**ARTICLE II**  
**REPRESENTATIONS, WARRANTIES AND AGREEMENTS**  
**OF**  
**FIRST WESTERN TRADING GROUP, INC.**

FIRST WESTERN TRADING GROUP, INC. (Florida), intending FIRST WESTERN TRADING GROUP, INC. (Delaware) and its officers, directors and stockholders to rely thereon, represents, warrants and agrees as follows:

1. FIRST WESTERN TRADING GROUP, INC. shall be, as of the date of the merger, a validly existing corporation in good standing, duly organized pursuant to the laws of the State of Florida, with all legal and corporate authority and power to conduct its business as now being conducted and to own its properties and it possesses all necessary permits and licenses required in connection with the conduct of its business.

2. The conduct of FIRST WESTERN TRADING GROUP, INC.'s business shall be in full compliance with all applicable, federal, state and local governmental statutes, rules, regulations, ordinances and decrees.

3. Pursuant to its Articles of Incorporation FIRST WESTERN TRADING GROUP, INC. shall be authorized to issue 22,000,000 shares of capital stock, consisting of 20,000,000 shares of Common Stock and 2,000,000 shares of Preferred Stock, of which 2,699,880 shares of Common Stock shall be issued and outstanding immediately following incorporation and immediately prior to this merger and no shares of Preferred Stock shall be outstanding. There shall be no other authorized or outstanding securities of any class or of any kind or character of the corporation and no outstanding subscriptions, options, warrants or other agreements or commitments obligating the corporation, to issue or to sell any additional shares of FIRST WESTERN TRADING GROUP, INC.'s stock or any options or rights with respect thereto, or any securities convertible into any shares of stock of any class.

4. Upon issuance of the Common Stock of FIRST WESTERN TRADING GROUP, INC. (Florida) to the stockholders of FIRST WESTERN TRADING GROUP, INC. (Delaware), those stockholders will become the owners of 49.8% of the corporation's authorized, issued and outstanding Capital Stock.

5. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of FIRST WESTERN TRADING GROUP, INC. upon incorporation and adoption; or of any indenture, other agreement or instrument to which the corporation may be a party or by which it or its assets may be bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the corporation, its securities or its properties.

6. FIRST WESTERN TRADING GROUP, INC. is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the stock or to any agreement that affects the voting rights of any of the stock, nor has the Company made any commitment of any kind relating to the

issuance of shares of any of its stock, whether by subscription, right of conversion, option or otherwise, other than the issuance of 2,699,880 shares to Richard P. Crage.

7. The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained.

8. The entering into of this Agreement and the performance thereof has been duly and validly authorized by all required pre-organization action and does not require any consents other than such as have been unconditionally obtained.

The foregoing representations, warranties and agreements shall be true and correct as of the effective date of the Merger. Such representations, warranties and agreements shall survive the Merger until April 15, 1997. None of such representations, warranties and agreements contain, or shall contain as of the effective date of the Merger, any false or misleading statement of a material fact or omit, as of the effective date of the Merger, to state any material fact necessary in order to make the representations, warranties and agreements not misleading.

### **ARTICLE III**

#### **REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF FIRST WESTERN TRADING GROUP, INC.**

FIRST WESTERN TRADING GROUP, INC. (Delaware), intending FIRST WESTERN TRADING GROUP, INC. (Florida) to rely thereon, represents, warrants and agrees as follows:

1. FIRST WESTERN TRADING GROUP, INC. is, as of the date of this Agreement, a validly existing corporation in good standing, duly organized pursuant to the laws of the State of Delaware, with all legal and corporate authority and power to conduct its business as now being conducted and to own its properties and it possesses all necessary permits and licenses required in connection with the conduct of its business.

2. The conduct of FIRST WESTERN TRADING GROUP, INC.'s business is in full compliance with all applicable, federal, state and local governmental statutes, rules, regulations, ordinances and decrees.

3. Pursuant to its Articles of Incorporation FIRST WESTERN TRADING GROUP, INC. is authorized to issue 22,000,000 shares of capital stock, consisting of 20,000,000 shares of Common Stock, \$.01 par value per share, and 2,000,000 shares of Preferred Stock, \$.01 par value per share, of which 2,677,062 shares of Common Stock are issued and outstanding and no shares of Preferred Stock are outstanding. There are no other authorized or outstanding securities of any class or of any kind or character of the corporation and, except as reflected in this Agreement, there are no outstanding subscriptions, options, warrants or other agreements or commitments obligating the corporation, to issue or to sell any additional shares of FIRST WESTERN TRADING GROUP, INC.'s stock or any options or rights with respect thereto, or any securities convertible into any shares of stock of any class, except as set forth on Exhibit B attached hereto.

4. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of FIRST WESTERN TRADING GROUP, INC.; any indenture, other agreement or instrument to which the corporation is a party or by which it or its assets are bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the corporation, its securities or its properties.

5. FIRST WESTERN TRADING GROUP, INC. is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the stock or to any agreement that affects the voting rights of any of the stock, nor has the company made any commitment of any kind relating to the

issuance of shares of any of its stock, whether by subscription, right of conversion, option or otherwise.

6. FIRST WESTERN TRADING GROUP, INC. is not a party to any agreement or understanding for the sale or exchange of inventory or services for consideration other than cash or at a discount in excess of normal discount for quantity or cash payment.

7. FIRST WESTERN TRADING GROUP, INC. has filed with the appropriate governmental agencies all tax returns and tax reports required to be filed in correct form; all federal, state and local income, franchise, sales, use, occupation or other taxes due have been fully paid or adequately reserved for; to the extent that tax liabilities have accrued, but have not become payable, they are adequately reflected as liabilities on the books of the company; and FIRST WESTERN TRADING GROUP, INC. is not a party to any action or proceeding by any governmental authority for assessment or collection of taxes, nor has any claim for assessments been asserted against FIRST WESTERN TRADING GROUP, INC.

8. There are presently no contingent liabilities, factual circumstances, threatened or pending litigation, contractually assumed obligations or unasserted possible claims which are known to FIRST WESTERN TRADING GROUP, INC., which might result in a material adverse change in the future financial condition or operations of FIRST WESTERN TRADING GROUP, INC. other than as previously disclosed to FIRST WESTERN TRADING GROUP, INC. or reflected in FIRST WESTERN TRADING GROUP, INC.'S financial statements provided to FIRST WESTERN TRADING GROUP, INC..

9. The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained.

10. No transactions have been entered into either by or on behalf of FIRST WESTERN TRADING GROUP, INC., other than in the ordinary course of business nor have any acts been performed (including within the definition of the term "performed" the failure to perform any required acts) which would adversely affect

the goodwill of FIRST WESTERN TRADING GROUP, INC..

11. The entering into of this Agreement and the performance thereof has been duly and validly authorized by all required corporate action and does not require any consents other than such as have been unconditionally obtained.

12. The financial statements for FIRST WESTERN TRADING GROUP, INC. for the period ended December 31, 1995 and the interim financial information for FIRST WESTERN TRADING GROUP, INC. furnished to FIRST WESTERN TRADING GROUP, INC. shall be true and complete, prepared in conformity with generally accepted accounting principles consistently applied during the periods, and present fairly the (consolidated) financial position, results of operations, and changes in financial position, of FIRST WESTERN TRADING GROUP, INC. and its subsidiaries.

13. No adverse material change in the business or consolidated financial position since March 31, 1996 has occurred and no event, condition or state of facts which materially and adversely affects, or threatens to materially and adversely affect, the business or results of operations or financial condition of FIRST WESTERN TRADING GROUP, INC.

14. There are no loans to officers, directors and/or shareholders of FIRST WESTERN TRADING GROUP, INC.

15. There is no suit, action, or legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning, building, or licensing ordinances affecting the real property or any significant leasehold interests of FIRST WESTERN TRADING GROUP, INC. and its subsidiaries, pending or threatened, which might affect the business, financial condition, or earnings of FIRST WESTERN TRADING GROUP, INC.

The foregoing representations, warranties and agreements shall be true and correct as of the effective date of the Merger. Such representations, warranties and agreements shall survive the Merger until April 15, 1997. None of such representations, warranties and agreements contain, or shall contain as of the effective date of the Merger, any false or misleading statement of a material fact or

omit, as of the effective date of the Merger, to state any material fact necessary in order to make the representations, warranties and agreements not misleading.

#### ARTICLE IV

##### CONDUCT OF FIRST WESTERN TRADING GROUP, INC. (DELAWARE) BEFORE CLOSING

From the execution of this Agreement to Closing, FIRST WESTERN TRADING GROUP, INC. (Delaware) shall not take any action, or enter into any agreement, that would constitute or cause any inducement, representation or warranty of FIRST WESTERN TRADING GROUP, INC. (Delaware) contained in this Agreement to become untrue, nor to take any action or enter into any agreement, that would constitute, or cause, a breach of this Agreement. Specifically, but not in limitation of the foregoing, FIRST WESTERN TRADING GROUP, INC. (Delaware) shall not:

- (a) enter into any employment/consulting or consulting agreement or otherwise create any employment relationship or salary/wage/compensation/remuneration liability;
- (b) amend its Articles of Incorporation and/or By-Laws;
- (c) issue or agree to issue any stock or other securities, including any right, warrant or option to purchase or otherwise acquire any of its stock or securities convertible thereinto;
- (d) issue any bonds, debentures, notes or other evidences of indebtedness;
- (e) declare or pay any dividend (whether in cash, property, or securities);
- (f) purchase or redeem any of its stock.

FIRST WESTERN TRADING GROUP, INC. (Delaware) will use its best efforts to preserve intact its business organization, to keep available to it the services of its present officers and employees, to preserve its present relationships with persons having significant business relations with it, to maintain all of its



properties in customary repair and condition and to maintain insurance policies in respect of its business and properties consistent with current practice.

#### ARTICLE VII

##### CONDUCT OF PARTIES PENDING CLOSING

1. FIRST WESTERN TRADING GROUP, INC. and FIRST WESTERN TRADING GROUP, INC. each agrees to give to the other and the authorized representatives of the other full access to all the premises and books and records of it and to furnish the other with such financial and operating data and other information with respect to the business and properties of it as the other shall from time to time request; provided, however, that any such investigation shall not affect any of the representations and warranties hereunder; and provided further, that any such investigation shall be conducted in such manner as not to interfere unreasonably with the operation of the business of the other. In the event of termination of this agreement, FIRST WESTERN TRADING GROUP, INC. and FIRST WESTERN TRADING GROUP, INC. will each return to the other all documents, work papers and other material obtained from the other in connection with the transactions contemplated hereby and will use all reasonable efforts to keep confidential any information obtained pursuant to this agreement unless such information is readily ascertainable from public or published information or trade sources.

2. The Boards of Directors of FIRST WESTERN TRADING GROUP, INC. (Delaware) and FIRST WESTERN TRADING GROUP, INC. (Florida), respectively, will recommend to its stockholders and its incorporators, respectively, that such stockholders and incorporators adopt this agreement. FIRST WESTERN TRADING GROUP, INC. and FIRST WESTERN TRADING GROUP, INC. agree to submit this agreement to their respective stockholders and incorporators for adoption, all as provided by law and their respective Certificates/Articles of Incorporation.

3. FIRST WESTERN TRADING GROUP, INC. (Delaware) will deliver

to FIRST WESTERN TRADING GROUP, INC. prior to the effective date of the Merger a schedule listing all FIRST WESTERN TRADING GROUP, INC. Affiliates (the "FIRST WESTERN TRADING GROUP, INC. Affiliates Schedule") and all holders of FIRST WESTERN TRADING GROUP, INC. securities issued pursuant to any agreements or plans imposing restrictions on the rights of resale of such securities, and the amounts of such securities and the numbers of the certificates representing the same, for the purpose of permitting FIRST WESTERN TRADING GROUP, INC. to imprint appropriate legends on the certificates representing the shares of FIRST WESTERN TRADING GROUP, INC. Common Stock to be issued pursuant to the Merger to FIRST WESTERN TRADING GROUP, INC. Affiliates or in exchange for restricted securities of FIRST WESTERN TRADING GROUP, INC. For the purposes of this agreement FIRST WESTERN TRADING GROUP, INC. "Affiliates" means: (a) any person directly or indirectly controlling, FIRST WESTERN TRADING GROUP, INC.; (b) any person owning or controlling 10% or more of the outstanding voting securities of such controlling person; (c) any officer, director, or partner of FIRST WESTERN TRADING GROUP, INC.; and (d) if such other person is an officer, director or partner, any company for which such person acts in such capacity.

4. Each of FIRST WESTERN TRADING GROUP, INC. and FIRST WESTERN TRADING GROUP, INC. shall use its best efforts to obtain the consent or approval of each person whose consent or approval shall be required in order to permit FIRST WESTERN TRADING GROUP, INC. or FIRST WESTERN TRADING GROUP, INC., as the case may be, to consummate the Merger.

#### ARTICLE V

##### CONDUCT OF SURVIVING CORPORATION AFTER CLOSING

1. FIRST WESTERN TRADING GROUP, INC. (Florida) represents and warrants that, after the Merger, when it has become the controlling constituent of the surviving corporation, it shall

perform all acts necessary to maintain and foster the market status of the securities of the merging and surviving corporations

2. Following the Merger, the surviving corporation intends to engage in a stock issuance pursuant to Rule 504 of Regulation D followed by a stock issuance pursuant to Rule 506 of Regulation D.

#### ARTICLE VI MISCELLANEOUS

1. NOTICES. All notices to a party shall be deemed given when mailed by registered or certified mail to the address at the head of this Agreement or such other address as may be substituted therefor.

2. INTEGRATION. This Agreement is the entire Agreement among the parties and supersedes any prior agreement(s) among the parties with respect thereto except as herein specified. No alteration, modification, or waiver of term or condition hereof shall be binding unless in writing and signed by all parties.

3. AMENDMENTS. This Agreement may be amended only with the written approval of the party to be charged therewith; provided, however, that no such amendment may be made that would cause a breach of any warranty or representation herein.

4. NO ASSIGNMENT. This agreement may not be assigned by either party or by operation of law or otherwise.

5. CONSTRUCTION. Whenever required by the context hereof: the masculine gender shall be deemed to include the feminine and neuter; and the singular member shall be deemed to include the plural. Time is expressly declared to be of the essence of this Agreement.

6. INTERPRETATION. It is the intent of the parties that this Agreement shall be construed and interpreted, and that all questions arising hereunder shall be determined in accordance with the provisions of the laws of the State of Florida.

7. ARBITRATION. Any controversy, claim or dispute arising out of or resulting from this Agreement, or the breach thereof, that cannot be resolved by negotiation, shall be resolved by

arbitration, to be held in Pinellas County, Florida, in accordance with the rules and regulations of the American Arbitration Association, except that the provisions for discovery shall be as set forth in the Rules of Civil Procedure then in effect in Florida. Failure of a party to participate or cooperate shall constitute grounds for default judgment. The arbitrator shall award legal fees and costs to the prevailing party. The decision of the arbitrator shall in each case, including awards and the allocation of costs, be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

8. COUNTERPARTS. This Agreement may be executed in two or more counterparts, any one of which shall be deemed to be an original.

9. BROKERS' OR FINDERS' FEES. This merger is being done solely to change the domicile of the merging corporation to Florida. No agent, broker, person, or firm acting on behalf of either party or any of their subsidiaries or under the authority of any of them is or will be entitled to any commission or broker's or finder's fee or financial advisory fee in connection with any of the transactions contemplated herein.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

  
Secretary

FIRST WESTERN TRADING GROUP, INC.

By: 

ATTEST:

  
Secretary

FIRST WESTERN TRADING GROUP, INC.

By: 