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Naples, Florida 34103-3060
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Attorneys at Law in
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West Palm Beach and Naples, Florida
Phoenix, Arizona

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Brett A. Brossek
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Robert E. Doyle, Jr.
Timothy G. Heins
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John D. Humphreville
Kimberly L. Johnson
Thomas E. Maloney
F. Joseph McMackin, III
Mark H. Muller
David L. Petersen
Leo J. Salvatori
Joseph D. Zaks

Quarles & Brady

P96000101471

June 24, 1997

Secretary of State
Corporate Records Bureau
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Shimoff & Associates, Inc.

Dear Sir/Madam:

Enclosed is an original and one copy of the Articles of Amendment of Shimoff & Associates, Inc. and an original and one copy of the Articles of Merger of Foreign and Domestic Corporation Into Shimoff & Associates, Inc. Also, enclosed is a check in the amount of \$175.00, which represents the following:

Filing Fee of Articles of Amendment	\$ 35.00
Certified Copy of Articles of Amendment	52.50
Filing Fee of Articles of Merger	35.00
Certified Copy of Articles of Merger	52.50
Total	\$ 175.00

If you find these enclosures to be in order, please file the same and return the certified copies to this office.

Sincerely,

QUARLES & BRADY

Joseph D. Zaks

JDZ:ml
Enclosure
cc: Marci Shimoff

NAP124721.01

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUN 27 PM 12:55

RECEIVED
97 JUN 27 PM 12:13
DIVISION OF CORPORATIONS

Amend

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SHIMOFF & ASSOCIATES, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUN 27 PM 12:55

Pursuant to the provisions of Florida Statutes Section 617.1006, the Articles of Incorporation of SHIMOFF & ASSOCIATES, INC., a Florida corporation, are hereby amended as follows:

1. Article II of the Articles of Incorporation is hereby revoked and the following Article II is inserted in lieu thereof:

**"ARTICLE II
CAPITAL STOCK**

The aggregate number of shares which the Corporation shall have authority to issue is two thousand (2,000) common shares. Common shares shall be the only class of shares which this Corporation shall have authority to issue."

2. The foregoing amendment was adopted on the 13th day of June, 1997.
3. The amendment was adopted by the unanimous vote of all the shareholders of the corporation. The number of votes cast for the amendment was sufficient for approval.

IN WITNESS WHEREOF, the undersigned officer of the corporation has executed these
Articles of Amendment this 13th day of June, 1997.

SHIMOFF & ASSOCIATES, INC.

By: Marci Shimoff
Marci Shimoff,
President

Barnett Center
Suite 300
4501 Tamiami Trail North
Naples, Florida 34103-3060
941/262-5959
FAX 941/434-4939

Attorneys at Law in
Milwaukee and Madison, Wisconsin
West Palm Beach and Naples, Florida
Phoenix, Arizona

Naples Attorneys

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F. Joseph McMackin, III
Mark H. Muller
David L. Petersen
Leo J. Salvatore
Joseph D. Zatz

Quarles & Brady

P96 0001/006 71

Secretary of State
Corporate Records Bureau
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Shimoff & Associates, Inc.

Dear Sir/Madam:

EFFECTIVE DATE
7-1-97

Enclosed is an original and one copy of the Articles of Amendment of Shimoff & Associates, Inc. and an original and one copy of the Articles of Merger of Foreign and Domestic Corporation Into Shimoff & Associates, Inc. Also, enclosed is a check in the amount of \$175.00, which represents the following:

Filing Fee of Articles of Amendment	\$ 35.00
Certified Copy of Articles of Amendment	52.50
Filing Fee of Articles of Merger	35.00
Certified Copy of Articles of Merger	52.50
Total	\$ 175.00

If you find these enclosures to be in order, please file the same and return the certified copies to this office.

Sincerely,

QUARLES & BRADY

JDZ:ml
Enclosure
cc: Marci Shimoff

NAP124721.01

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******175.00 ****122.50**

DIVISION OF CORPORATIONS

97 JUN 27 PM 12:13

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merger

TUE JUL 7 1997



Barnett Center
Suite 300
4501 Tamiami Trail North
Naples, Florida 34103-3060
941/262-5959
FAX 941/434-4999

Attorneys at Law in
Milwaukee and Madison, Wisconsin
West Palm Beach and Naples, Florida
Phoenix, Arizona

Naples Attorneys

Brett A. Brossett
Louis D. D'Agostino
James T. Demarest
Kevin A. Dent
Robert E. Doyle, Jr.
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Samara S. Holland
John D. Humphreville
Kimberly L. Johnson
Thomas E. Maloney
F. Joseph McMackin, III
Mark H. Muller
David L. Petersen
Leo J. Salvatori
Joseph D. Zaks

July 7, 1997

Via Federal Express

Secretary of State
Corporate Records Bureau
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32314

ATTN: Thelma Lewis

Re: **Shimoff & Associates, Inc.**

Dear Ms. Lewis:

Pursuant to your request, enclosed please find a copy of the Plan of Merger along with a check in the amount of \$35.00 with regard to the above-captioned corporation.

Should you require anything further, please do not hesitate to contact me.

Very truly yours,

QUARLES & BRADY


Joseph D. Zaks

JDZ/dm
Enclosure
cc: Marci Shimoff

ARTICLES OF MERGER
Merger Sheet

MERGING:

SHIMOFF & ASSOCIATES, INC., an Iowa corporation not authorized to transact
business in Florida.

INTO

SHIMOFF & ASSOCIATES, INC., a Florida corporation, P96000101671

File date: June 27, 1997, effective July 1, 1997

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER
OF FOREIGN AND DOMESTIC CORPORATION
INTO
SHIMOFF & ASSOCIATES, INC. EFFECTIVE DATE**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUN 27 PM 12: 54

7-1-97

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations, SHIMOFF & ASSOCIATES, INC., a Florida corporation, and SHIMOFF & ASSOCIATES, INC., an Iowa corporation, adopt the following Articles of Merger for the purpose of merging SHIMOFF & ASSOCIATES, INC., an Iowa corporation, into SHIMOFF & ASSOCIATES, INC., a Florida corporation.

2. The Plan of Merger setting forth the terms and conditions of the merger of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, into SHIMOFF & ASSOCIATES, a Florida corporation, is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

3. There are 10,000 shares of common stock, each of one cent par value, of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, issued and outstanding that were entitled to vote on the Plan of Merger. 10,000 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, held on June 13, 1997.

4. There are 1,000 shares of common stock of SHIMOFF & ASSOCIATES, INC., a Florida corporation, issued and outstanding that were entitled to vote on the Plan of Merger. 1,000 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of SHIMOFF & ASSOCIATES, INC.,

a Florida corporation, held on June 13, 1997.

Effective Date

5. The Plan of Merger shall be effective at 12:01 a.m. on July 1, 1997.

Foreign Law

6. The laws of the State of Iowa, the jurisdiction of organization of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, permit the merger contemplated by the Plan of Merger, and the laws of the State of Iowa have been complied with or, on fulfillment of all filing and recording requirements set forth by the applicable laws of the State of Iowa, will have been complied with.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed June 13, 1997.

SHIMOFF & ASSOCIATES, INC.,
a Florida corporation

By: Marci Shimoff
Marci Shimoff,
President

ATTEST:

Marci Shimoff
Marci Shimoff, Secretary

SHIMOFF & ASSOCIATES, INC.,
an Iowa corporation

By: Marci Shimoff
Marci Shimoff,
President

ATTEST:

Marci Shimoff
Marci Shimoff, Secretary

PLAN AND AGREEMENT OF MERGER

This is a Plan and Agreement of Merger between SHIMOFF & ASSOCIATES, INC., a Florida corporation (hereafter referred to as the "Surviving Corporation"), and SHIMOFF & ASSOCIATES, INC., an Iowa corporation (hereafter referred to as the "Merging Corporation").

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, and SHIMOFF & ASSOCIATES, a Florida corporation, pursuant to Sections 607.1101 and 607.1107 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) SHIMOFF & ASSOCIATES, INC., an Iowa corporation, shall be merged with and into SHIMOFF & ASSOCIATES, a Florida corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the surviving corporation shall be SHIMOFF & ASSOCIATES, INC.

(c) When this agreement shall become effective, the separate corporate existence of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of SHIMOFF & ASSOCIATES, an Iowa corporation, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, as well as with the assets of SHIMOFF & ASSOCIATES, a Florida corporation.

(e) The shareholders of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of SHIMOFF & ASSOCIATES, INC., a Florida corporation, will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of SHIMOFF & ASSOCIATES, INC., a Florida corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be 12:01 a.m., July 1, 1997.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, SHIMOFF & ASSOCIATES, INC., an Iowa corporation, represents and warrants to the Surviving Corporation as follows:

(a) SHIMOFF & ASSOCIATES, INC., an Iowa corporation, is a corporation duly organized, validly existing, and in good standing under the laws of the State of Iowa, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) SHIMOFF & ASSOCIATES, INC., an Iowa corporation, has an authorized capitalization of 1,000,000 shares of common stock, each of one cent par value, of which 10,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) SHIMOFF & ASSOCIATES, INC., an Iowa corporation, has furnished the Surviving Corporation with a balance sheet of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, as of June 1, 1997. This financial statement (i) is in accordance with the books and records of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, (ii) fairly presents the financial condition of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, as of that date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. SHIMOFF & ASSOCIATES, INC., an Iowa corporation, has not been delinquent in the payment of any tax or assessment.

(e) The merger contemplated by this Plan and Agreement of Merger is permitted by the laws of the State of Iowa, and this Plan and Agreement of Merger fully complies with the laws of the State of Iowa.

Survivor

2.02. As a material inducement to SHIMOFF & ASSOCIATES, INC., an Iowa corporation, to execute this Agreement and perform its obligations under this Agreement, SHIMOFF & ASSOCIATES, INC., a Florida corporation, represents and warrants to SHIMOFF & ASSOCIATES, INC., an Iowa corporation, as follows:

(a) SHIMOFF & ASSOCIATES, INC., a Florida corporation, is a corporation duly organized, validly existing, and in good standing under the laws of the State Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) SHIMOFF & ASSOCIATES, INC., a Florida corporation, has an authorized capitalization of 1,000 shares of common stock. As of the date of this Agreement, 1,000 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

(c) SHIMOFF & ASSOCIATES, INC., a Florida corporation, has furnished the Surviving Corporation with a balance sheet of SHIMOFF & ASSOCIATES, INC., a Florida corporation, as of June 1, 1997. This financial statement (i) is in accordance with the books and records of SHIMOFF & ASSOCIATES, INC., a Florida corporation, (ii) fairly presents the financial condition of SHIMOFF & ASSOCIATES, INC., a Florida corporation, as of that date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of SHIMOFF & ASSOCIATES, INC., a Florida corporation, at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of SHIMOFF & ASSOCIATES, INC., a Florida corporation, have been accurately prepared and duly and timely filed, and all

federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. SHIMOFF & ASSOCIATES, INC., a Florida corporation, has not been delinquent in the payment of any tax or assessment.

(e) The merger contemplated by this Plan and Agreement of Merger is permitted by the laws of the State of Florida, and this Plan and Agreement of Merger fully complies with the laws of the State of Florida.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact. Except with the prior consent in writing of the Surviving Corporation, pending consummation of the merger, SHIMOFF & ASSOCIATES, INC., an Iowa corporation, shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida and the State of Iowa for approval.

Conditions Precedent to Obligations

3.03. Except as may be expressly waived in writing by SHIMOFF & ASSOCIATES, INC., an Iowa corporation, all of the obligations of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by SHIMOFF & ASSOCIATES, INC., a Florida corporation:

- (a) The representations and warranties made by SHIMOFF & ASSOCIATES, INC., a Florida corporation to SHIMOFF & ASSOCIATES, INC., an Iowa corporation, in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material

respects. If SHIMOFF & ASSOCIATES, INC., a Florida corporation, shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to SHIMOFF & ASSOCIATES, INC., an Iowa corporation, and shall either correct the error, misstatement, or omission or obtain a written waiver from SHIMOFF & ASSOCIATES, INC., an Iowa corporation.

(b) SHIMOFF & ASSOCIATES, INC., a Florida corporation, shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for SHIMOFF & ASSOCIATES, INC., an Iowa corporation.

Conditions Precedent to Obligations of Shimoff & Associates, Inc., a Florida Corporation

3.04. Except as may be expressly waived in writing by SHIMOFF & ASSOCIATES, INC., a Florida corporation, all of the obligations of SHIMOFF & ASSOCIATES, INC., a Florida corporation, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by SHIMOFF & ASSOCIATES, INC., an Iowa corporation:

(a) The representations and warranties made by SHIMOFF & ASSOCIATES, INC., an Iowa corporation, to SHIMOFF & ASSOCIATES, INC., a Florida corporation, in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If SHIMOFF & ASSOCIATES, INC., an Iowa corporation, shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to SHIMOFF & ASSOCIATES, INC., a Florida corporation, and shall either correct the error, misstatement, or omission or obtain a written waiver from SHIMOFF & ASSOCIATES, INC., a Florida corporation.

(b) SHIMOFF & ASSOCIATES, INC., an Iowa corporation, shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for SHIMOFF & ASSOCIATES, INC., a Florida corporation.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. (a) The shareholders of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, shall be entitled to receive 1,000 shares of common stock of the Surviving Corporation, being fifty percent of the total outstanding common stock of the Surviving Corporation, to be distributed on the basis of one share for each ten shares of common stock of SHIMOFF & ASSOCIATES, INC., an Iowa corporation.

Shares of Survivor

4.03. (a) The currently outstanding 1,000 shares of common stock of SHIMOFF & ASSOCIATES, INC., a Florida corporation, shall remain outstanding as common stock of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. (a) The present Board of Directors of SHIMOFF & ASSOCIATES, INC., a Florida corporation, shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of SHIMOFF & ASSOCIATES, INC., a Florida corporation, shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01. The bylaws of SHIMOFF & ASSOCIATES, INC., a Florida corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, SHIMOFF & ASSOCIATES, INC., a Florida corporation, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of Florida, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

- (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
- (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of SHIMOFF & ASSOCIATES, INC., a Florida corporation, if without the prior consent in writing of SHIMOFF & ASSOCIATES, INC., a Florida corporation, SHIMOFF & ASSOCIATES, INC., an Iowa corporation, shall have:

- (1) Declared or paid any dividend or made any other distribution on its shares.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. SHIMOFF & ASSOCIATES, INC., an Iowa corporation, agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. SHIMOFF & ASSOCIATES, INC., an Iowa corporation, further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, and powers referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of SHIMOFF & ASSOCIATES, INC., an Iowa corporation, to: SHIMOFF & ASSOCIATES, INC., an Iowa corporation, Marci Shimoff, 404 E. Buchanan, Fairfield, Iowa 52556, or to such other person or address as SHIMOFF & ASSOCIATES, INC., an Iowa corporation, may from time to time request in writing.

(b) In the case of SHIMOFF & ASSOCIATES, INC., a Florida corporation, Marci Shimoff, 4754 West Boulevard, Naples, Florida 34103, or to such other person or address as SHIMOFF & ASSOCIATES, INC., a Florida corporation, may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on June 13, 1997.

SHIMOFF & ASSOCIATES, INC.,
an Iowa corporation

By: *Marci Shimoff*
Marci Shimoff, President

ATTEST:

Marci Shimoff
Marci Shimoff, Secretary

SHIMOFF & ASSOCIATES, INC.,
a Florida corporation

By: *Marci Shimoff*
Marci Shimoff, President

ATTEST:

Marci Shimoff
Marci Shimoff, Secretary