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HENRY P. TRAWICK, P.A.
P.O. Box 4019
Sarasota, Florida 34230
941 366-0660

CORPORATION TRANSMITTAL:

Re: Atchison Consultants, Inc.

Date: June 3, 1997

Enclosed are the original and copy of proposed articles of merger with our check for your fees computed as:

Filing fee	\$ 70.00
Certified Copy	\$ 52.50

Please certify the copy and return it to us.

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

ATTENTION: AMENDMENT SECTION

HPT/jam

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
97 JUN -5 AM 10:06

merger

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of person

FILING	70
R. AGENT	
CERT. COPY	52.50
CUS	
OVERPAYMENT	
TOTAL	122.50

ATCHISON CONSULTANTS, INC.
ARTICLES OF MERGER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 JUN -5 AM 10:06

BY THESE ARTICLES OF MERGER ATCHISON CONSULTANTS, INC., a Florida corporation, and JOSEPH E. ATCHISON CONSULTANTS, INC., a New York corporation, merge into a corporation for profit under Florida law to be named ATCHISON CONSULTANTS, INC.

The plan of merger is:

1. MERGER. The name of each corporation planning to merge under this plan is:

Atchison Consultants, Inc.
Joseph E. Atchison Consultants, Inc.

The surviving corporation shall be Atchison Consultants, Inc., herein called the surviving corporation.

2. MERGER TERMS. (a) The articles of incorporation of the surviving corporation shall remain the articles of incorporation after the merger without change.

(b) The bylaws of the surviving corporation shall remain the bylaws after the merger without change.

(c) All assets of each corporation shall become the property of the surviving corporation. All obligations of each corporation shall become the obligations of the surviving corporation. Each corporation shall execute all instruments and documents that are necessary or proper to effect the orderly transfer of assets and obligations.

(d) The directors of the surviving corporation shall remain the directors after the merger.

(e) The board of directors of each corporation shall approve this plan and recommend its approval to the shareholders of each corporation.

(f) Upon approval by the shareholders of all corporations, this plan shall be adopted and shall become effective for purposes of the merger.

(g) Shares of stock shall be converted and new stock issued, if required, in accordance with paragraph 3.

(h) If this agreement is not approved by the shareholders of each corporation on or before June 30, 1997, this agreement shall automatically terminate.

3. STOCK CONVERSION. The manner and basis of converting the shares of each corporation into shares, obligations or other securities of the surviving corporation shall be:

- (a) The shareholders of Joseph E. Atchison Consultants, Inc. shall surrender their shares of stock and shall receive one shares of the common stock of the surviving corporation for each share of the surrendered stock. The surrendered stock shall be cancelled.
- (b) Each shareholder of stock in the surviving corporation before the merger shall retain that shareholder's stock.

4. WARRANTY. Each corporation warrants that:

- (a) its balance sheets, profit and loss statements and other financial information delivered to the other corporation fairly represents the financial condition of the delivering corporation;
- (b) since the date of delivery of the financial information, no material adverse change has occurred in its financial condition;
- (c) on the effective date of the merger it will have marketable title to all of its assets, free of liens or encumbrances, except those disclosed in the financial information;
- (d) no legal proceeding is pending against it that might or could result in a material adverse change in its business, operations, assets, obligations or financial condition;
- (e) it does not have any outstanding options or agreements for the issuance or sale of additional shares of capital stock;
- (f) it is an active corporation; and
- (g) it has paid all taxes known to be due to any governmental authority or has made provision for payment.

5. PROHIBITED ACTIONS. Between the date of this agreement and the effective date of the merger neither corporation shall:

- (a) issue or sell any stock, bonds or other corporate securities;
- (b) incur any obligations or liabilities, except in the normal course of business;

- (c) discharge any lien or encumbrance or pay any obligation or liability other than current liabilities shown on the respective balance sheets and current liabilities incurred in the ordinary course of business since the dates of the balance sheets;
- (d) pay any dividend or make any other payment or distribution to stockholders or purchase or redeem any shares of its capital stock;
- (e) mortgage, pledge or otherwise encumber any of its assets;
- (f) sell or transfer any of its tangible assets or cancel any debts or claims, except in the ordinary course of business;
- (g) waive any right of substantial value;
- (h) enter into any transaction other than in the ordinary course of business.

6. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties. It shall not be changed except in writing signed by the parties. No representation or agreement that is not incorporated in the plan is valid. Paragraph captions are not a part of this plan.

7. GOVERNING LAW. This plan shall be governed by Florida law. This plan shall not be construed for or against a party because that party wrote it. Any action or proceeding arising from this plan shall be brought only in a state court of competent jurisdiction in Sarasota County, Florida.

8. TERMINATION. If a party to this plan fails to perform under it or one of the warranties under paragraph 4 is not true at any time before the merger is completed, any other party shall give the defaulting party notice, specifying the default. The defaulting party shall have 30 days within which to correct the default. If the defaulting party does not correct the default within the time allowed, the nondefaulting party may terminate this plan by another notice to that effect to the defaulting party.

9. NOTICES. All notices, consents and other documents required or permitted to be given by one party to another under this instrument shall be written and shall be given to Atchison Consultants, Inc. at 1803 Beneva Road, Suite 800, Sarasota, Florida 34232 and to Joseph E. Atchison Consultants, Inc. at 30 East 42nd Street, New York, New York 10017. Documents shall be delivered; or mailed, certified or registered mail, return receipt requested, properly addressed with sufficient postage to reach the destination; or faxed to the recipient. The place

where documents are to be delivered or sent under this paragraph may be changed from time to time by the party entitled to receive them in the same manner that notice is given. A document: sent before a change is not invalidated by the change. Any irregularity in transmitting a document is cured if it is actually and timely received. Time periods related to mail service begin when it is deposited in the United States mail.

10. REMEDIES. If this plan is not consummated by a merger for any reason, including the default of a party under it, the sole remedy of a party shall be to terminate the plan. Neither party shall be liable in damages or for any other relief to the other party as a result of the termination.

11. EFFECTIVE DATE. The effective date of the merger is the date of filing these articles.

12. APPROVALS. These articles have been approved by the shareholders of each corporation on the dates specified below:

(a) ATCHISON CONSULTANTS, INC. on May 27, 1997.

(b) JOSEPH E. ATCHISON CONSULTANTS, INC. on May 26, 1997.

DATED on May 22, 1997.

ATCHISON CONSULTANTS, INC.

By Joseph E. Atchison
As President
Joseph E. Atchison

JOSEPH E. ATCHISON
CONSULTANTS, INC.

By Joseph E. Atchison
As President
Joseph E. Atchison