

P97000023639



ACCOUNT NO. : 072100000032

REFERENCE : 293832 9643A

AUTHORIZATION *Patricia Project*

COST LIMIT : \$ 70.00

ORDER DATE : March 14, 1997

ORDER TIME : 9:53 AM

ORDER NO. : 293832-015

CUSTOMER NO: 9643A

CUSTOMER: Ms. Fran Ducoat
Sachs & Sax, P.a.
P. O. Box 810037

Boca Raton, FL 33481-0037

ARTICLES OF MERGER

SCHEARBROOK LAND AND
LIVESTOCK, INC.

INTO

SCHEARBROOK LAND AND
LIVESTOCK, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Daniel W Leggett
EXAMINER'S INITIALS: _____

N. HENDRICKS MAR 17 1997

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SCHEARBROOK LAND AND LIVESTOCK, INC., AN OHIO CORPORATION,
P22092.

INTO

SCHEARBROOK LAND AND LIVESTOCK, INC., a Florida corporation,
P97000023639.

File date: March 14, 1997

Corporate Specialist: Nancy Hendricks

Account number: 072100000032

Account charged: 70.00

ARTICLES OF MERGER

TO THE SECRETARY OF STATE
STATE OF FLORIDA

In compliance with the requirements of Section 607.1105 of the Florida Business Corporation Act, as amended, Schearbrook Land and Livestock, Inc., a Florida corporation ("SLL-FLA") and Schearbrook Land and Livestock, Inc., an Ohio corporation ("SLL-OH") desiring to effect a merger, hereby certify that:

1. The Plan of Merger is set forth as Exhibit A, attached hereto and made a part hereof. The Plan of Merger provides that SLL-OH shall merge with and into SLL-FLA and that SLL-FLA shall be the surviving corporation.

2. The Plan of Merger was approved and adopted on the 10th day of March, 1997, by all of the Shareholders and Directors of SLL-OH by means of a Unanimous Written Consent of Action, signed by all of the Shareholders and Directors of SLL-OH and filed with the Secretary of SLL-OH.

3. The Plan of Merger was approved and adopted on the 10th day of March, 1997, by all of the Directors of SLL-FLA by means of a Unanimous Written Consent of Action, signed by all of the Directors of SLL-FLA, and filed with the Secretary of SLL-FLA. Shareholder approval of SLL-FLA is not required pursuant to Sections 607.1103(7) and 607.1105(1)(c), Florida Statutes.

4. SLL-OH has complied with the applicable provisions of the laws of the State of Ohio under which it was organized.

5. The merger shall be effective upon the date of filing these Articles of Merger.

IN WITNESS WHEREOF, these Articles of Merger have been executed by SLL-FLA and SLL-OH on this 13th day of March, 1997.

SCHEARBROOK LAND AND LIVESTOCK, INC.,
a Florida corporation

By: Eugene C. Schear Pro
Eugene C. Schear, President

Attest: [Signature]
Lee Schear, Secretary

SCHEARBROOK LAND AND LIVESTOCK, INC.,
an Ohio corporation

By: Eugene C. Schear Pro
Eugene C. Schear, President

Attest: [Signature]
Lee Schear, Secretary

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization ("Agreement") dated this 11th day of March, 1997 by and between SCHEARBROOK LAND AND LIVESTOCK, INC., a Florida corporation (hereinafter referred to as "Surviving Corporation") and SCHEARBROOK LAND AND LIVESTOCK, INC., an Ohio corporation (hereinafter referred to as "Merging Corporation").

WHEREAS:

A. The Board of Directors and Shareholders of the Merging Corporation and the Board of Directors of the Surviving Corporation have resolved that the Merging Corporation be merged and pursuant to the Florida Business Corporation Act and the Corporation Law of the State of Ohio into a single corporation existing under the laws of the State of Florida, to wit, the Surviving Corporation, which shall be the surviving corporation in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code as amended;

B. The authorized capital stock of the Merging Corporation consists of 45,000 shares of Common Stock without par value, of which 737.334 shares are issued and outstanding;

C. The authorized capital stock of the Surviving Corporation consists of 100,000 shares of Common Stock without par value, of which 737.334 shares are issued and outstanding; and

D. The Board of Directors and Shareholders of the Merging Corporation and the Board of Directors of the Surviving Corporation have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the laws of the State of Florida and the laws of the State of Ohio that Merging Corporation shall be, upon the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the code of carrying the same into effect.

1. Board of Directors and Stockholders' Meetings; Filings; Effects of Merger

1.1 Merging Corporation. In accordance with the laws of the State of Ohio, the Merging Corporation shall obtain the

unanimous written consent of its Board of Directors and Shareholders for the purpose of approving and adopting this Agreement.

1.2 Surviving Corporation. In accordance with the laws of the State of Florida, the Surviving Corporation shall obtain the unanimous written consent of its Board of Directors for the purpose of approving and adopting this Agreement.

1.3 Filing of Articles of Merger. If (a) this Agreement is adopted by the Board of Directors and the stockholders of the Merging Corporation in accordance with the laws of the State of Ohio, (b) this Agreement is adopted by the Board of Directors of the Surviving Corporation in accordance with the laws of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then the Articles of Merger shall be filed in accordance with the laws of the State of Florida and the Certificate of Merger shall be filed in accordance with the laws of the State of Ohio.

1.4 Effective Date. The Merger shall become effective upon the date of filing of both the Articles of Merger with the Secretary of State of the State of Florida and the Certificate of Merger with the Secretary of State of the State of Ohio, herein referred to as the "Effective Date."

1.5 Effects of Merger. On the Effective Date, the separate existence of the Merging Corporation shall cease, and the Merging Corporation shall be merged into the Surviving Corporation which shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and be responsible and liable for the liabilities and obligations of the Merging Corporation; and all and singular, the rights, privileges, powers and franchises of the Merging Corporation, and all property, real, personal, and mixed, and all debts due to the Merging Corporation on whatever account, as well for stock subscriptions and all other things in action or belonging to the Merging Corporation, shall be vested in the Surviving Corporation; 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 vested by deed or otherwise, under the laws of Florida or Ohio or any other jurisdiction, in the Merging Corporation, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging Corporation 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 said debts,

liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of the Merging Corporation or the corresponding officers of the Surviving Corporation, may, in the name of the Merging Corporation, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all the Merging Corporation's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

1.6 Reorganization. This Merger is being effected in a transaction intended to qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, as amended.

2. Reporting of Assets at Book Value.

The assets of the Merging Corporation and of the Surviving Corporation shall be reported in the accounts of the Surviving Corporation at their book value as of the Effective Date of this Agreement.

3. Name of Surviving Corporation; Certificate of Incorporation; By-Laws.

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be SCHEARBROOK LAND AND LIVESTOCK, INC.

3.2 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, as in effect on the date hereof, shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 By-Laws. The By-laws of the Surviving Corporation, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided pursuant to the Florida Business Corporation Act, the Articles of Incorporation or the By-Laws.

4. Status and Conversion of Securities.

This paragraph sets forth the manner and basis of converting the shares of the Merging Corporation and the nature and amount of securities of the Surviving Corporation which the holders of shares

of the Merging Corporation Common Stock are to receive in exchange for such shares. Each outstanding Common Share of the Merging Corporation shall be cancelled, and one Common Share of the Surviving Corporation shall be issued to the holder in exchange for each Common Share of the Merging Corporation cancelled hereunder.

5. Consent to be Sued and Served with Process in Ohio.

The Surviving Corporation does hereby consent to be sued and served with process in the State of Ohio pursuant to Section 1701.79(B)(6) of the Ohio Revised Code, and does further hereby irrevocably appoint the Secretary of State of Ohio as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the Surviving Corporation any obligation of the Merging Corporation. There are no dissenting shareholders of the Merging Corporation to this Agreement.

6. Authorization To Transact Business In Ohio.

It is intended that the Surviving Corporation shall continue to be authorized and licensed to transact business in the State of Ohio as a foreign corporation, pursuant to Section 1701.79(B)(7) of the Ohio Revised Code. The "designated agent" of the Surviving Corporation in Ohio upon whom process against the Surviving Corporation may be served within the State of Ohio shall be James M. Zeller, 3876 North Dixie Drive, Dayton, Montgomery County, Ohio 45414. Said James M. Zeller hereby joins in this Agreement for the sole purpose of consenting to the appointment of him as the designated agent of the Surviving Corporation upon whom process against the Surviving Corporation may be served in the State of Ohio. The Surviving Corporation does hereby irrevocably consent to the service of process upon its above-named designated agent in the State of Ohio for so long as the authority of such designated agent continues, and further irrevocably consents to the service of process upon the Secretary of State of Ohio in the case of any of the events provided for in Section 1703.19 of the Ohio Revised Code.

7. Directors.

The Directors of the Surviving Corporation shall be as follows:

Eugene C. Schear
Herbert O. Schear
James M. Zeller
Lee Schear
Francine Linde

The above Directors shall serve as directors of the Surviving

Corporation until the next annual meeting of the Surviving Corporation or until a Shareholder's Action in lieu thereof, and until their respective successors are duly elected and qualified.

8. Officers.

The following persons shall serve as officers of the Surviving Corporation in the capacities indicated below opposite their respective names as of the effective date of this Agreement.

Eugene C. Schear	Chairman of Board and President
James M. Zeller	Vice President and Treasurer
Herbert O. Schear	Vice President and Assistant Secretary
Lee Schear	Secretary
John M. Cloud	Assistant Secretary

9. Statutory Agent.

Subject to the provisions of Sections 5 and 6 of this Agreement appointing James M. Zeller as the designated agent of the Surviving Corporation in the State of Ohio and to the irrevocable appointment of the Secretary of State of Ohio as the agent of the Surviving Corporation to accept service of process in Ohio on its behalf in any proceeding in Ohio, the statutory agent of the Surviving Corporation in Florida, upon whom any process, notice or demand against either the Surviving Corporation or the Merging Corporation may be served, shall be Spencer M. Sax, a Florida resident whose address is c/o Sachs, Sax & Klein, P.A., 301 Yamato Road, Boca Raton, Florida 33431. Spencer M. Sax has joined in this Agreement for the sole purpose of consenting to his appointment as a statutory agent in Florida of the Surviving Corporation.

10. Miscellaneous

10.1 Merging Corporation's Compliance With Ohio Law. The Merging Corporation represents and warrants that the Merger identified herein is permitted under the laws of the State of Ohio and the Merging Corporation has complied with Ohio law in effecting the Merger.

10.2 Abandonment of Merger. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of the Merging Corporation, if the Board of Directors of the Merging Corporation or the Surviving Corporation duly adopt a resolution abandoning this Agreement.

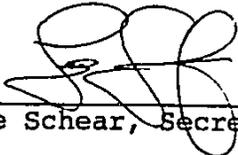
10.3 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number

of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by Schearbrook Land and Livestock, Inc., a Florida corporation and Schearbrook Land and Livestock, Inc., an Ohio corporation all on the date first above written.

SCHEARBROOK LAND AND LIVESTOCK, INC.,
a Florida corporation

Attest:



Lee Schear, Secretary

By: 

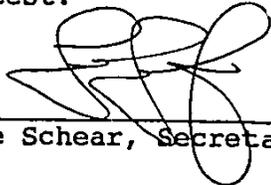
Eugene C. Schear, President

By: 

Spencer M. Sax, Statutory Agent
for the State of Florida

SCHEARBROOK LAND AND LIVESTOCK, INC.,
a Ohio corporation

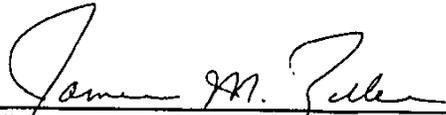
Attest:



Lee Schear, Secretary

By: 

Eugene C. Schear, President

By: 

James M. Zeller, Statutory Agent
for the State of Ohio

c:\WP51\SCHEAR\AGREEMER.F21