

P97000038045

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May 6, 1998

Florida Secretary of State
PO Box 6327
Tallahassee FL 32314

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-05/07/98-01045--001
*****70.00 *****70.00

RE: Moezzi & Rajae, Inc. merger Dejz-Pol, Inc.

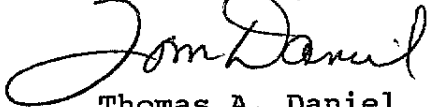
Dear Mr. Secretary:

Enclosed please find the Articles of Merger with the attache Plan of Merger and a check in the amount of \$70.00 for the filing fee.

Please review and file the Articles of Merger.

Please advise if there are any problems with this filing.

Sincerely,


Thomas A. Daniel

TAD/bam

cc: Mike Moezzi

FILED
98 MAY -7 AM 10:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Thomas Daniel gave Authorization
to add name & title of signing
officer - 5/15 VS

VS MAY 15 1998

Merger

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

DEZJ-POL, INC., a Florida corporation, P97000040555.

INTO

MOEZZI & RAJAE, INC., a Florida corporation, P97000038045.

File date: May 7, 1998

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER OF
DEZJ-POL, INC.
INTO
MOEZZI & RAJAE, INC.

FILED
98 MAY -7 AM 10:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 Florida Statutes, the undersigned corporations, MOEZZI & RAJAE, INC. a Florida corporation, and DEZJ-POL, INC., a Florida corporation, adopt the following ARTICLES OF MERGER for the purpose of merging DEZJ-POL, INC. into MOEZZI & RAJAE, INC..

PLAN OF MERGER

1. The PLAN OF MERGER setting forth the terms and conditions of the merger of DEZJ-POL, INC. into MOEZZI & RAJAE, INC. is attached to these ARTICLES as an exhibit.
2. The effective date of the PLAN OF MERGER shall be the date the ARTICLES OF MERGER are filed and accepted by the Florida Secretary of State.
3. All shareholders of DEZJ-POL, INC. have approved of the merger and have signed the PLAN OF MERGER on May 1, 1998.
4. All shareholders of MOEZZI & RAJAE, INC. have approved of the merger and have signed the PLAN OF MERGER on May 1, 1998.
5. There are no amendments to the ARTICLES OF INCORPORATION of MOEZZI & RAJAE, INC. called for in the PLAN OF MERGER.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these ARTICLES OF MERGER to be signed on May 1, 1998.

DEZJ-POL, INC.

ATTEST:

Wendy Low
WENDY LOW

by: Michael K. Moizzi
Michael Moizzi
President

MOEZZI & RAJAE, INC.

ATTEST:

Michael K. Moizzi

by: Michael K. Moizzi
Michael Moizzi
President

ARTICLE I: PLAN OF MERGER

(Plan Adopted)

1.01. A plan of merger of DEZJ-POL, INC. and MOEZZI & RAJAE, INC., pursuant to section 607.1101 of Florida Statutes is adopted as follows:

a) DEZJ-POL, INC. shall be merged with and into MOEZZI & RAJAE, INC., to exist and be governed by the laws of the State of Florida.

b) The name of the surviving corporation shall be MOEZZI & RAJAE, INC.

c) When this agreement shall become effective the separate corporate existence of DEZJ-POL, INC. shall cease, and the surviving corporation shall succeed, without transfer, to all the rights and property of DEZJ-POL, INC. and shall be subject to all 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 property affected by the lien immediately prior to the merger.

d) The surviving corporation will carry on business with the assets of DEZJ-POL, INC., as well as with the assets of MOEZZI & RAJAE, INC.

e) The shareholders of DEZJ-POL, INC. will surrender all of their shares in the manner hereinafter set forth in exhibit A attached hereto.

f) In exchange for the shares of DEZJ-POL, INC., surrendered by its shareholders, the surviving corporation will issue and transfer to these shareholders, the basis set forth in Article 1 (e), shares of its common stock or cash. The surviving corporation will issue said shares from the previously authorized shares of stock.

g) The shareholders of MOEZZI & RAJAE, INC. will retain their shares as shares of the surviving corporation.

h) The Articles of Incorporation of MOEZZI & RAJAE, INC., 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 shall be the date the Articles of Merger are filed by the Department of State.

ARTICLE 2. REPRESENTATIONS AND
WARRANTIES OF
CONTITUTUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the surviving corporation to execute this Agreement and perform its obligations under this Agreement, DEZJ-POL, INC. represents and warrants to the surviving corporation as follows:

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

b) DEZJ-POL, INC. has an authorized capitalization of \$1,000.00 consisting of 1,000 shares of common stock, each of \$1.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

c) DEZJ-POL, INC. has furnished the surviving corporation with the audited balance sheet of DEZJ-POL, INC. as of December 31, 1997, and the related audited statement of income for the seven months then ended, and an interim unaudited balance sheet as of April 28, 1998 and the related statement of income as of April 28, 1998. These financial statments (i) are in accordance with the books and records of DEZJ-POL, INC., (ii) fairly present the financial condition of DEZJ-POL, INC. as of those dates and the results of its operation as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistant with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of DEZJ-POL, INC.. Specifically, but not by way of limitation, the balance sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liablities, and obligations of any nature of DEZJ-POL, INC. at the date of 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 DEZJ-POL, INC. 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.

Survivor

2.02. As a material inducemnt to DEZJ-POL, INC. to execute this Agreement and performs its obligations under this agreement, MOEZZI & RAJAEI, INC. represents and warrants to DEZJ-POL, INC. as follows:

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

b) MOEZZI & RAJAE, INC. has an authorized capitalization of \$1,700.00 share of common stock, each of \$1.00 par value and 100 shares of common stock are validly issued and outstanding, fully paid, and nonassessable.

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

Interim Conduct of Business; limitations

3.01. Except as limited by this paragraph, 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, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of MOEZZI & RAJAE, INC, pending consummation of the merger DEZJ-POL, INC. shall not:

a) Declare or pay any dividend or make any other distribution of its shares.

b) Create or issue any indebtedness for borrowing 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 for approval. The shareholders shall indicate their acceptance of the terms of this agreement where indicated.

Conditions Precedent to Obligations of DEZJ-POL, INC.

3.03. All corporate and other proceedings and action taken on behalf of DEZJ-POL, INC. 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 MOEZZI & RAJAE, INC.

Conditions Precedent to Obligations of MOEZZI & RAJAE, INC.

3.04. All persons who as of the Effective date of the merger shall be executive or administrative officers of MOEZZI & RAJAE, INC. shall remain as officers of the surviving corporation until the Board of Directors/shareholders of the surviving corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 4. BYLAWS

Bylaws of Survivor

4.01 The bylaws of MOEZZI & RAJAE, INC. 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 5. NATURE AND SURVIVAL OF WARRANTIES, EXPENSES

5.01. All statements, contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of DEZJ-POL, INC. MOEZZI & RAJAE, INC., or the shareholders pursuant to this agreement shall be deemed representations and warranties made by the respective parties to each other under this agreement.

5.02. MOEZZI & RAJAE, INC. will incur and pay all expenses of the merger on behalf of all parties to this agreement.

ARTICLE 6. TERMINATION

6.01. This merger agreement can be terminated or abandoned by either party prior to the filing of the Articles of Merger with the Secretary of State.

ARTICLE 7. INTERPRETATION AND ENFORCEMENT

Further Assurances

7.01. DEZJ-POL, INC. agrees that from time to time, as and when requested by the surviving corporation or by its successor or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instrument. DEZJ-POL, INC. 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, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

7.02. 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.

Entire Agreement; Counterparts

7.03. 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

7.04. 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 May 1, 1998.

DEZJ-POL, INC.

by: Michael K. Moezzi

ATTEST: Wendy Low
WENDY LOW

Michael K. Moezzi
MICHAEL MOEZZI/SHAREHOLDER (49)

Mohammad Rajaei
MOHAMMAD RAJAEI/SHAREHOLDER (49)

Wendy Low
WENDY LOW/SHAREHOLDER (2)

MOEZZI & RAJAEI, INC.

by: Michael K. Moezzi

ATTEST: Mohammad Rajaei

Michael K. Moezzi
MICHAEL MOEZZI/SHAREHOLDER (50)

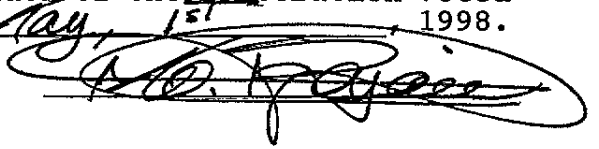
Mohammad Rajaei
MOHAMMAD RAJAEI/SHAREHOLDER (50)

CERTIFICATE

I, WENDY LOW, Secretary of DEZJ-POL, INC. do hereby certify that all the shareholder of the corporation voted in favor of the above Agreement on May 1, 1998.

Wendy Low
WENDY LOW

I, MOHAMMAD RAJAEI, Secretary of MOEZZI & RAJAEI INC.
do hereby certify that all the shareholder of the corporation voted
in favor of the above Agreement on May, 1st, 1998.

A handwritten signature in dark ink, appearing to read "M. Rajaei", is written over a horizontal line. The signature is stylized with a large, sweeping loop at the end.

This instrument was prepared by:
Thomas A. Daniel
623 N. Main Street
Gainesville, Florida 32601

EXHIBIT A

49 shares of DEZJ-POL, INC. common stock held by Michael Moezzi shall be exchanged for 1 share of MOEZZI & RAJAEI, INC. common stock.

49 shares of DEZJ-POL, INC. common stock held by Mohammad Rajaei shall be exchanged for 1 share of MOEZZI & RAJAEI, INC. common stock

2 shares of DEZJ-POL, INC. common stock held by Wendy Low shall be exchanged for \$300.00.