

P97000103948



ACCOUNT NO. : 072100000032

REFERENCE : 727911 148314A

AUTHORIZATION :

Patricia Pyzdek

COST LIMIT : \$ ~~87.50~~

122.50

ORDER DATE : March 4, 1998

*OK to change
per A. Cumper*

ORDER TIME : 10:50 AM

ORDER NO. : 727911-005

500002447015--0

CUSTOMER NO: 148314A

CUSTOMER: Jane Yeager Cheffy, Esq
Jane Yeager Cheffy, Esq
Suite 310
2375 Tamiami Trail North
Naples, FL 34103

EFFECTIVE DATE

3/16/98

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR -4 PM 3:04

ARTICLES OF MERGER

J L SALES & CONSULTING, INC.

INTO

ALLIANCE PROPERTIES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Andrew Cumper

EXAMINER'S INITIALS:

RECEIVED
98 MAR -4 PM 11:05
DIVISION OF CORPORATION

*merger
of 3/5/98*

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

J L SALES & CONSULTING, INC., a nonqualified Ohio corporation.

INTO

ALLIANCE PROPERTIES, INC., a Florida corporation, P97000103948.

File date: March 4, 1998 , effective March 16, 1998

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 122.50

EFFECTIVE DATE

3/16/98

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

98 MAR -4 PM 3: 05

ARTICLES OF MERGER

(Pursuant to 607.1105 of Florida
Business Corporation Act)

1. The undersigned corporations, being validly and legally formed under the laws of the State of Florida and the State of Ohio, have adopted an Agreement and Plan of Merger.

2. The name of the merging corporation is J L SALES & CONSULTING, INC., an Ohio Corporation, ("Merging Corporation").

3. The name of the surviving corporation is ALLIANCE PROPERTIES, INC., a Florida Corporation, ("Surviving Corporation").

4. The Agreement and Plan of Merger of the undersigned corporations was adopted pursuant to Sections 607.1101, 607.1103 and 607.1105 of the Florida Statutes and pursuant to 1701.78, 1701.79, 1701.781 AND 1701.791 of the Ohio Revised Code.

5. The Agreement and Plan of Merger will become effective as of 3/16, 1998, with the filing of these Articles of Merger with the Secretary of State of Florida and the filing of a Certificate of Merger with the Secretary of State of Ohio.

6. No changes in the Articles of Incorporation of Surviving Corporation have been made.

7. The Agreement and Plan of Merger was adopted by the Shareholders of J L SALES & CONSULTING, INC., on 2/18, 1998.

8. The Agreement and Plan of Merger was adopted by the Shareholders of ALLIANCE PROPERTIES, INC., on 2/18, 1998.

9. The Agreement and Plan of Merger calls for an exchange or conversion of shares to be effected as follows:

CONVERSION OF SHARES AND EXCHANGE OF CERTIFICATES

The mode of carrying the merger into effect and the manner and basis of converting the shares of Merging Corporation into shares of the Surviving Corporation are as follows:

(A) Each share of Common Stock of Merging Corporation which is issued and outstanding on the Effective Date (other than shares owned by dissenting shareholders and other than shares owned by Merging Corporation) shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into such number of shares of Common Stock of Surviving Corporation that the resulting percentages of ownership in the Surviving Corporation shall be as follows:

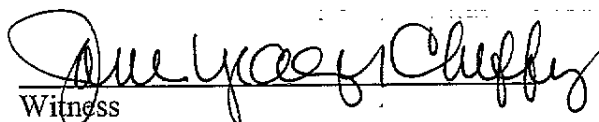
LES O'NAN 100%

(B) Each share of Merging Corporation Common Stock which is issued and outstanding and owned by Merging Corporation on the Effective Date shall, by virtue of the merger and without any action on the part of Merging Corporation, be retired and cancelled.

(C) Each certificate evidencing ownership of shares of Surviving Corporation Common stock issued and outstanding on the Effective Date or held by Surviving Corporation in its treasury shall continue to evidence ownership of the same number of shares of Surviving Corporation Common Stock.

(D) As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates representing shares of Merging Corporation Common Stock (other than certificates representing Dissenting Shares), shall surrender the same to Jane Yeager Cheffy, Attorney at Law ("Exchange Agent), and shall receive in exchange a certificate or certificates representing the number of shares of Surviving Corporation Common Stock into which the shares of Merging Corporation Common Stock represented by certificate or certificates so surrendered shall have been converted.

Dated this 18 day of February, 1998.

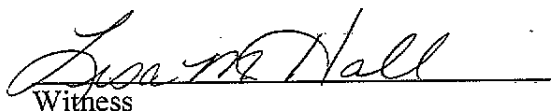

Witness

JANE YEAGER CHEFFY
printed name of witness

J L. Sales & Consulting, Inc.,
an Ohio Corporation

By: 
Les O'Nan, President

(CORPORATE SEAL)


Witness

LISA M. HALL
printed name of witness

Alliance Properties, Inc., a
Florida Corporation

By: 
Les O'Nan, President

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Collier

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LES O'NAN, (one of the following should be checked; if none are checked, he is personally known to me) X who is personally known to me, or _____ has produced _____ as identification, and who did not take an oath, and who is known to be the President of J L SALES AND CONSULTING, INC., an Ohio corporation, the corporation named as the merging corporation in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 18th day of February, 1998.



Jane Yeager Cheffy
NOTARY PUBLIC
JANE YEAGER CHEFFY
Printed Name of Notary
My Commission Number is:
My Commission Expires:

STATE OF Florida
COUNTY OF Collier

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LES O'NAN, (one of the following should be checked; if none are checked, he is personally known to me) X who is personally known to me, or _____ has produced _____ as identification, and who did not take an oath, and who is known to be the President of ALLIANCE PROPERTIES, INC., a Florida corporation, the corporation named as the surviving corporation in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 18th day of February, 1998.

(SEAL)



Jane Yeager Cheffy
NOTARY PUBLIC
JANE YEAGER CHEFFY
Printed Name of Notary
My Commission Number is:
My Commission Expires:

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of FEBRUARY 18, 1998, by and between J L Sales & Consulting, Inc., an Ohio Corporation ("Merging Corporation") and Alliance Properties, Inc., a Florida corporation ("Surviving Corporation") (Merging and Surviving Corporations sometimes hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that the Constituent Corporations be merged into a single corporation (Merger) in accordance with the terms and conditions of this Agreement, the Florida Business Corporation Act ("FBCA") and the Ohio Revised Code 1701.78, 1701.79, 1701.781 and 1701.791 ("ORC");

WHEREAS, the Constituent Corporations desire to adopt this Agreement as a Plan of Reorganization and to consummate the Merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code, as amended;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. MERGER

As of the Effective Date defined below, Merging Corporation shall merge with and into Surviving Corporation in accordance with the terms and conditions of this Agreement, the FBCA and the ORC. Thereupon, the separate existence of Merging Corporation shall cease, and Surviving Corporation shall be the corporation surviving the Merger ("Surviving Corporation") and shall continue to exist under and be governed by the FBCA.

2. FILING

As soon as practicable following fulfillment of the conditions specified in Section 4, and provided that this Agreement has not been terminated, Merging Corporation and Surviving Corporation shall cause Articles of Merger to be executed, verified, affirmed and filed with the Secretary of State of Florida and a Certificate of Merger to be executed, verified, affirmed and filed with the Secretary of State of Ohio, to be recorded by the Surviving Corporation within 15 days thereafter in the Official Records of Collier County, Florida, all in accordance with the provisions of the FBCA. The Merger shall become effective as of MARCH 16, 1998, after the filing of the Articles of Merger with the Secretary of States of Florida and Ohio with MARCH 16, 1998, being herein referred to as the "Effective Date").

3. ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

(A) The Articles of Incorporation of Surviving Corporation in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Merged Constituent Corporations until thereafter amended in the manner provided by law and in accordance with the requirements of the Articles of Incorporation of the Surviving Corporation.

(B) The Bylaws of Surviving Corporation in effect immediately prior to the Effective Date shall be the Bylaws of the Merged Constituent Corporations until thereafter amended in the manner provided by law and in accordance with the requirements of the Articles of Incorporation of the Surviving Corporation and said Bylaws.

(C) The directors and the officers of Surviving Corporation immediately prior to the Effective Date shall be the directors and officers of the Merged Constituent Corporations until thereafter changed in the manner provided by law and in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, in each case such directors and officers shall serve until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

4. CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER

The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of each of the following conditions:

(A) Except for the filing of the Articles of Merger with the Secretary of State of Florida and the Secretary of State of Ohio, in the case of the Merger, all consents, authorizations, approvals and orders of, and filings and registrations with, any federal or state governmental commission, board or other regulatory body which are required for the consummation of the Merger, shall have been obtained or made without the imposition of conditions reasonably deemed unsatisfactory by Surviving Corporation and the applicable waiting periods under the FBCA and the ORC shall have expired.

(B) This Agreement and the Merger contemplated hereby shall have been duly adopted by the requisite vote of the holders of the outstanding shares of Merging Corporation and Surviving Corporation Common Stock, respectively, entitled to vote on this Agreement and the Merger.

5. FURTHER ASSURANCES

If at any time after the Effective Date the Surviving Corporation shall deem it

necessary or appropriate that any further deeds, assignments or assurances or any other acts are necessary, proper or advisable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or right of the Constituent Corporations acquired or to be acquired by reason of, or as a result of, the Merger, or otherwise to carry out the purposes of this Agreement, the constituent Corporations agree that the Surviving Corporation and its proper officers and directors shall and will execute and deliver all such deeds, assignments and assurances and do all other acts necessary, proper or advisable to vest, perfect or confirm title to such property or right in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and the proper officers and directors of the Constituent Corporations and the proper officers and directors of the Surviving corporation are fully authorized in the name of the Constituent Corporations or otherwise to take any and all such action.

6. EFFECT OF MERGER

The Merger shall have the effect specified in the FBCA and in the ORC. All the property, real, personal and mixed, of each of the Constituent Corporation, and all debts due to either of them, shall be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations, including liabilities to holders of Dissenting Shares defined in this Agreement of each of the Constituent Corporations, and any claim or judgment against either of the Constituent Corporations may be enforced against the Surviving Corporation.

7. CONVERSION OF SHARES AND EXCHANGE OF CERTIFICATES

The mode of carrying the merger into effect and the manner and basis of converting the shares of Merging Corporation into shares of the Surviving Corporation are as follows:

(A) Each share of Common Stock of Merging Corporation which is issued and outstanding on the Effective Date [other than shares owned by dissenting shareholders and other than shares owned by Merging Corporation] shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into such number of shares of Common Stock of Surviving Corporation that the resulting percentages of ownership in the Surviving Corporation shall be as follows:

Les O'Nan 100%

(B) Each share of Merging Corporation Common Stock which is issued and outstanding and owned by Merging Corporation on the Effective Date shall, by virtue of the merger and without any action on the part of Merging Corporation, be retired and cancelled.

(C) Each certificate evidencing ownership of shares of Surviving Corporation Common stock issued and outstanding on the Effective Date or held by Surviving Corporation in its treasury shall continue to evidence ownership of the same number of shares

of Surviving Corporation Common Stock.

(D) As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates representing shares of Merging Corporation Common Stock (other than certificates representing Dissenting Shares), shall surrender the same to Jane Yeager Cheffy, Attorney at Law ("Exchange Agent), and shall receive in exchange a certificate or certificates representing the number of shares of Surviving Corporation Common Stock into which the shares of Merging Corporation Common Stock represented by certificate or certificates so surrendered shall have been converted.

8. DISSENTING SHARES

Shareholders who vote against the merger shall have all rights accorded such parties under the FBCA or the ORC, as appropriate, in accordance therewith.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18 day of February, 1998.

Jane Yeager Cheffy
Witness

JANE YEAGER CHEFFY
printed name of witness

J L Sales & Consulting, Inc.,
an Ohio Corporation

By: [Signature]
LES O'NAN, President

(CORPORATE SEAL)

Lisa M. Hall
Witness

LISA M. HALL
printed name of witness

Alliance Properties, Inc., a
Florida Corporation

By: [Signature]
LES O'NAN, President

(CORPORATE SEAL)