

P98000017609

SILVERIO & HALL
ATTORNEYS AT LAW

SUITE 2450 COURTHOUSE TOWER

44 WEST FLAGLER STREET

MIAMI, FLORIDA 33130

TELEPHONE (305) 371-2756

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MARK V. SILVERIO
CYNTHIA BYRNE HALL
PHILIP MUGAVERO

NAPLES OFFICE

400 FIFTH AVENUE SOUTH

SUITE 204

NAPLES, FLORIDA 34102

TELEPHONE (941) 649-1001

TELECOPIER (941) 649-1972

MIAMI DIRECT (941) 597-1665

PLEASE REPLY TO:

February 19, 1998

Miami

State of Florida
Department of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

100002437601--3

-02/23/98--01065--002

*****35.00 *****35.00

RE: W.R. & S.L. Kennel, Inc.

Dear Sir or Madam:

Enclosed is the original and one copy of the Articles of Incorporation for the above company. Please file the original in your offices and certify and return to us one certified copy.

We are enclosing our check in the amount of \$122.50 covering:

\$ 35.00 - Filing Fee
35.00 - Certificate Designating Registered Agent
52.50 - Certified Copy

\$122.50

Also enclosed is the original and one copy of Articles of Merger of W.R.'S Kennel, Inc. into W.R. & S.L. Kennel, Inc. and are also enclosing our check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Very truly yours,

Mark V. Silverio

MVS:dm
Enclosures

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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merger

3/9/98

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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

WR'S KENNEL, INC., #f96000000039, a Massachusetts corp.

INTO

W.R. & S.L. KENNEL, INC., a Florida corporation, P98000017609.

File date: March 9, 1998

Corporate Specialist: Susan Payne

SILVERIO & HALL
ATTORNEYS AT LAW

SUITE 2450 COURTHOUSE TOWER
44 WEST FLAGLER STREET
MIAMI, FLORIDA 33130

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SUITE 204
NAPLES, FLORIDA 34102
TELEPHONE (941) 649-1001
TELECOPIER (941) 649-1972

MIAMI DIRECT (941) 597-1665

PLEASE REPLY TO:

March 2, 1998

Miami

State of Florida
Department of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Attention: Susan Payne

RE: W.R. & S.L. Kennel, Inc.

Dear Sir or Madam:

Pursuant to your telephone request of February 24, 1998, please find enclosed copy of Agreement and Plan of Merger dated November 17, 1997 in connection with the Articles of Merger of WR's Kennel, Inc. into W.R. & S.L. Kennel, Inc. forwarded with our letter of February 19, 1998. Also enclosed is our firm check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Very truly yours,


Mark V. Silverio

MVS:dm
Enclosures

ARTICLES OF MERGER
OF
WR'S KENNEL, INC.
INTO
W.R. & S.L. KENNEL, INC.

The undersigned corporation organized and existing under and by virtue of the Florida Business Corporation Act,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
WR's Kennel, Inc.	Massachusetts
W.R. & S.L. Kennel, Inc.	Florida

SECOND: That an agreement and plan of merger between the parties to the merger in the form attached hereto as Appendix A, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 1107 of the Florida Business Corporation Act of the State of Florida and Section 79 of the Massachusetts Business Corporation Law, and the effective date of the merger shall be the latter of the date on which these Articles of Merger are filed with the Department of State of the State of Florida and Articles of Merger are filed with the Department of State of the Commonwealth of Massachusetts.

THIRD: That the date of adoption of the agreement and plan of merger by the shareholders and boards of directors of each of the constituent corporations was ~~October 17~~ ^{November 17}, 1997, pursuant to a Unanimous Joint Written Consent of the shareholders and boards of directors of each of the constituent corporations in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

FOURTH: That W.R. & S.L. Kennel, Inc., a Florida corporation, shall be the surviving corporation.

FIFTH: That the executed agreement and plan of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 27501 Pelican Ridge Circle, Bonita Springs, Florida 33923

FIFTH: That a copy of the agreement and plan of merger will be furnished by the surviving corporation, on request and without cost to any shareholder of any constituent corporation.

SIXTH: That the authorized capital stock of W.R. & S.L. Kennel, a Florida corporation, is 200,000 shares of Common Stock, no par value.

Dated: ~~October~~ ^{November 17}, 1997

W.R. & S.L. KENNEL, INC.

By: William F. Ross
William F. Ross, President

ATTEST.

By: Jeanne M. Ross
Jeanne M. Ross, Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of ^{November 17}~~October~~, 1997, between WR's Kennel, Inc. a Massachusetts corporation (the "Massachusetts Company"), and W.R. & S.L. Kennel, Inc., a Florida corporation (the "Florida Company").

RECITALS:

A. The Massachusetts Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts and, on the date of this Agreement, has authority to issue 200,000 shares of capital stock, no par value, of which 100,000 are designated Voting Common Stock and 100,000 are designated Nonvoting Common Stock (collectively, "Massachusetts Company Stock"), of which 100 shares of Common Stock are issued and outstanding.

B. The Florida Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and, on the date of this Agreement, has authority to issue 200,000 shares of capital stock, no par value, of which 100,000 are designated Voting Common Stock and 100,000 are designated Nonvoting Common Stock (collectively, "Florida Company Stock"), of which 100 shares of Common Stock are issued and outstanding.

C. The respective Boards of Directors of the Massachusetts Company and the Florida Company have determined that it is advisable and in the best interests of each of such corporations that the Massachusetts Company merge into the Florida Company upon the terms and subject to the conditions provided in this Agreement for the purpose of effecting the reincorporation of the Massachusetts Company in the State of Florida and have, by resolutions duly adopted, approved this Agreement and directed that it be submitted to a vote of their respective shareholders and executed by the undersigned officers.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings, respectively:

"Closing Date" shall mean the date described in Section 5.1

"Effective Time" shall mean the time on the Closing Date at which the Merger shall become effective, which shall be 5:00 P.M., Eastern Daylight Savings Time on ^{November 17}~~October~~, 1997 or such earlier or later date and time as the parties may specify in the Articles of Merger.

"Florida Common Stock" shall mean shares of Common Stock, no par value, of the Florida Company.

"Massachusetts Common Stock" shall mean shares of Common Stock, no par value, of the Massachusetts Company.

"Merger" shall mean the merger of the Massachusetts Company into the Florida Company.

"Surviving Corporation" shall mean the Florida Company from and after the Effective Time.

ARTICLE II

MERGER

2.1 Filings. On or prior to the Closing Date, the Massachusetts Company and the Florida Company shall cause:

- (i) this Agreement to be filed with the Secretary of State of Florida;
- (ii) an executed counterpart of the Massachusetts Articles of Merger, substantially in the form of Exhibit I hereto, to be filed with the Secretary of State of Massachusetts; and
- (iii) an executed counterpart of the Florida Articles of Merger, substantially in the form of Exhibit II hereto, to be filed with the Secretary of State of Florida.

2.2 Merger. At the Effective Time, the Merger shall become effective under Section 607.1107 of the Florida Business Corporation Act and Section 79 of the Massachusetts Business Corporation Law, and the Massachusetts Company shall merge into the Florida Company, the separate existence of the Massachusetts Company shall cease, and the Florida Company shall continue in existence under the Florida Business Corporation Act.

2.3 Effects. At the Effective Time:

- (i) the separate existence of the Massachusetts Company shall cease and the Massachusetts Company shall be merged into the Florida Company;
- (ii) the Articles of Incorporation of the Florida Company shall continue as the Articles of Incorporation of the Surviving Corporation.
- (iii) the Bylaws of the Florida Company shall continue as the Bylaws of the Surviving Corporation;
- (iv) each officer and director of the Florida Company in office immediately prior to the Effective Time shall remain as an officer or director in the same capacity of the Surviving Corporation;

(v) each share of Massachusetts Common Stock outstanding immediately prior to the Effective Time shall be converted into a share of Florida Common Stock pursuant to Article III; and

(vi) without further transfer, act, or deed, the separate existence of the Massachusetts Company shall cease and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of the Massachusetts Company; and all the rights, privileges, powers and franchises of the Massachusetts Company, and all property, real, personal and mixed, and all debts due to the Massachusetts Company on whatever account, as well for stock subscriptions as other things in action or belonging to the Massachusetts Company shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest of the Massachusetts Company shall be thereafter as effectively the property of the Surviving Corporation as they were of the Massachusetts Company, and the title to any real estate vested by deed or otherwise, under the laws of the State of Massachusetts, in the Massachusetts Company shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors of the Massachusetts Company and all liens upon any property of the Massachusetts Company shall be preserved unimpaired and all debts, liabilities and duties of the Massachusetts Company shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

2.4 Further Assurances. The Massachusetts Company agrees that if, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation, title to any property or rights of the Massachusetts Company, the Surviving Corporation and its proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement, in the name of the Massachusetts Company or otherwise.

ARTICLE III

CONVERSION OF SHARES

3.1 Conversion of Shares. At the Effective Time, the Massachusetts Company Stock shall be converted into Florida Company Stock, as follows:

(i) each share of Massachusetts Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Florida Common Stock; and

(ii) each share of Florida Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and no shares shall be issued in the Merger in respect thereof.

3.2 **Stock Certificates.** At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of Massachusetts Company Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Florida Company Stock into which the shares of Massachusetts Company Stock formerly represented by such certificates have been converted as provided in this Agreement. The registered owner on the books and records of the Florida Company or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Florida Company or its transfer agents, have and be entitled to exercise any voting and other rights, and receive any dividends and other distributions, with respect to shares of Florida Company Stock evidenced by such outstanding certificates as above provided.

3.3 **Validity of Florida Company Stock.** All shares of Florida Company Stock into which shares of Massachusetts Company Stock are to be converted pursuant to the Merger shall not be subject to any statutory or contractual preemptive rights, shall be validly issued, fully paid and nonassessable and shall be issued in full satisfaction of all rights pertaining to such Massachusetts Company Stock.

3.4 **Rights of Former Holders.** From and after the Effective Time, no holder of certificates which evidenced Massachusetts Company Stock immediately prior to the Effective Time shall have any rights with respect to the shares formerly evidenced by those certificates, other than to receive the shares of Florida Company Stock into which such shares of Massachusetts Company Stock shall have been converted pursuant to the Merger.

ARTICLE IV COVENANTS TO BE PERFORMED PRIOR TO CLOSING DATE

4.1 **Consents.** Each of the Massachusetts Company and the Florida Company shall use its best efforts to obtain the consent and approval of each person (other than shareholders of the Massachusetts Company in their capacities as such) whose consent or approval shall be required in order to permit consummation of the Merger.

4.2 **Governmental Authorizations.** Each of the Massachusetts Company and the Florida Company shall cooperate in filing any necessary reports or other documents with any Federal, state, local or foreign authorities having jurisdiction with respect to the Merger.

ARTICLE V

CLOSING

5.1 **Closing Date.** The closing date of the Merger shall take place at the offices of the Florida Company at November 17, 1997 at offices of its counsel, commencing at 10:00 A.M. Eastern Daylight Savings Time on ~~October~~ November 17, 1997 or such other date, place or time as agreed upon by the parties.

3.5 **Existing Stock Acquisition Agreement.** The terms of the Stock Acquisition Agreement by and between WR's Kennel, Inc., a Massachusetts corporation and the other parties thereto (a true copy of which is attached hereto), shall continue to be valid and in full force and effect subsequent to this merger.

5.2 Conditions to Obligations of the Massachusetts Company and the Florida Company. The obligation of the Massachusetts Company and the Florida Company to consummate the Merger are subject to satisfaction of the following conditions:

(i) **Authorization.** The holders of all of the voting power of the Massachusetts Company shall have approved and adopted this Agreement and the Merger, and no holder shall have elected to avail himself of any applicable dissenters' rights. All necessary action shall have been taken to authorize the execution, delivery and performance of this Agreement by the Massachusetts Company and the Florida Company. The Massachusetts Company and the Florida Company shall have full power and authority to consummate the Merger.

(ii) **Consents and Approvals.** All authorizations, consents and approvals (contractual or otherwise) of any state, Federal, local or foreign government agency, regulatory body or official or any person (other than the Massachusetts Company or the Florida Company) necessary for the valid consummation of the Merger in accordance with this Agreement shall have been obtained and shall be in full force and effect.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement (including the Exhibit), contains the entire agreement between the parties with respect to the Merger and supersedes all prior and concurrent arrangements, letters of intent or understandings relating to the merger.

6.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement. This Agreement shall become effective when one or more counterparts has been signed by each of the parties and delivered to each of the parties.

6.3 Headings. The article, section and paragraph headings in this Agreement have been inserted for identification and reference and shall not by themselves determine the meaning or interpretation of any provision of this Agreement.

6.4 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be sufficiently given if in writing, and delivered personally or three days after it is mailed by registered or certified mail, postage prepaid, as follows:

- | | | | |
|-----|--|------|--|
| (i) | If to the Massachusetts Company: | (ii) | If to the Florida Company: |
| | WR's Kennel, Inc.
10 Lauderdale Road
Chelmsford, Massachusetts 01824
Attn: Mr. William F. Ross, President | | W.R. & S.L. Kennel, Inc.
27501 Pelican Ridge Circle
Bonita Spring, Florida 33923
Attn: Mr. William F. Ross, President |

6.5 No Waiver. No waiver by any party of any condition, or the breach of any term or covenant, contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant contained in this Agreement.

6.6 Survival of Covenants. The covenants and agreements of the parties contained herein shall expire with, and be terminated and extinguished by, the consummation of the Merger, except for those set forth in Section 2.4, which shall survive.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and to be performed wholly within the State of Florida, except to the extent that the laws of the State of Massachusetts are mandatorily applicable to the Merger.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MASSACHUSETTS COMPANY:

WR's Kennel, Inc.
a Massachusetts corporation

By: William F. Ross
Title: President

ATTEST:

By: Jeanne M. Ross
Title: Secretary

FLORIDA COMPANY:

W.R. & S.L. Kennel, Inc.
a Florida corporation

By: William F. Ross
Title: President

ATTEST:

By: Jeanne M. Ross
Title: Secretary

6-11451.TRB

Exhibit II

ARTICLES OF MERGER
OF
WR'S KENNEL, INC.
INTO
W.R. & S.L. KENNEL, INC.

The undersigned corporation organized and existing under and by virtue of the Florida Business Corporation Act,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
WR's Kennel, Inc.	Massachusetts
W.R. & S.L. Kennel, Inc.	Florida

SECOND: That an agreement and plan of merger between the parties to the merger in the form attached hereto as Appendix A, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 1107 of the Florida Business Corporation Act of the State of Florida and Section 79 of the Massachusetts Business Corporation Law, and the effective date of the merger shall be the latter of the date on which these Articles of Merger are filed with the Department of State of the State of Florida and Articles of Merger are filed with the Department of State of the Commonwealth of Massachusetts.

THIRD: That the date of adoption of the agreement and plan of merger by the shareholders and boards of directors of each of the constituent corporations was October __, 1997, pursuant to a Unanimous Joint Written Consent of the shareholders and boards of directors of each of the constituent corporations in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

FOURTH: That W.R. & S.L. Kennel, Inc., a Florida corporation, shall be the surviving corporation.

FIFTH: That the executed agreement and plan of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 27501 Pelican Ridge Circle, Bonita Springs, Florida 33923

FIFTH: That a copy of the agreement and plan of merger will be furnished by the surviving corporation, on request and without cost to any shareholder of any constituent corporation.

SIXTH: That the authorized capital stock of W.R. & S.L. Kennel, a Florida corporation, is 200,000 shares of Common Stock, no par value.

Dated: ^{November 17}~~October~~, 1997

W.R. & S.L. KENNEL, INC.

By: William F. Ross
William F. Ross, President

ATTEST

By: Jeanne M. Ross
Jeanne M. Ross, Secretary

APPENDIX A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of October __, 1997, between WR's Kennel, Inc. a Massachusetts corporation (the "Massachusetts Company"), and W.R. & S.L. Kennel, Inc., a Florida corporation (the "Florida Company").

RECITALS:

A. The Massachusetts Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts and, on the date of this Agreement, has authority to issue 200,000 shares of capital stock, no par value, of which 100,000 are designated Voting Common Stock and 100,000 are designated Nonvoting Common Stock (collectively, "Massachusetts Company Stock"), of which 100 shares of Common Stock are issued and outstanding.

B. The Florida Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and, on the date of this Agreement, has authority to issue 200,000 shares of capital stock, no par value, of which 100,000 are designated Voting Common Stock and 100,000 are designated Nonvoting Common Stock (collectively, "Florida Company Stock"), of which 100 shares of Common Stock are issued and outstanding.

C. The respective Boards of Directors of the Massachusetts Company and the Florida Company have determined that it is advisable and in the best interests of each of such corporations that the Massachusetts Company merge into the Florida Company upon the terms and subject to the conditions provided in this Agreement for the purpose of effecting the reincorporation of the Massachusetts Company in the State of Florida and have, by resolutions duly adopted, approved this Agreement and directed that it be submitted to a vote of their respective shareholders and executed by the undersigned officers.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings, respectively:

"Closing Date" shall mean the date described in Section 5.1

"Effective Time" shall mean the time on the Closing Date at which the Merger shall become effective, which shall be 5:00 P.M., Eastern Daylight Savings Time on ~~October~~ ^{November} __, 1997 or such earlier or later date and time as the parties may specify in the Articles of Merger.

"Florida Common Stock" shall mean shares of Common Stock, no par value, of the Florida Company.

"Massachusetts Common Stock" shall mean shares of Common Stock, no par value, of the Massachusetts Company.

"Merger" shall mean the merger of the Massachusetts Company into the Florida Company.

"Surviving Corporation" shall mean the Florida Company from and after the Effective Time.

ARTICLE 11

MERGER

2.1 Filings. On or prior to the Closing Date, the Massachusetts Company and the Florida Company shall cause:

- (i) this Agreement to be filed with the Secretary of State of Florida;
- (ii) an executed counterpart of the Massachusetts Articles of Merger, substantially in the form of Exhibit I hereto, to be filed with the Secretary of State of Massachusetts; and
- (iii) an executed counterpart of the Florida Articles of Merger, substantially in the form of Exhibit II hereto, to be filed with the Secretary of State of Florida.

2.2 Merger. At the Effective Time, the Merger shall become effective under Section 607.1107 of the Florida Business Corporation Act and Section 79 of the Massachusetts Business Corporation Law, and the Massachusetts Company shall merge into the Florida Company, the separate existence of the Massachusetts Company shall cease, and the Florida Company shall continue in existence under the Florida Business Corporation Act.

2.3 Effects. At the Effective Time:

- (i) the separate existence of the Massachusetts Company shall cease and the Massachusetts Company shall be merged into the Florida Company;
- (ii) the Articles of Incorporation of the Florida Company shall continue as the Articles of Incorporation of the Surviving Corporation.
- (iii) the Bylaws of the Florida Company shall continue as the Bylaws of the Surviving Corporation;
- (iv) each officer and director of the Florida Company in office immediately prior to the Effective Time shall remain as an officer or director in the same capacity of the Surviving Corporation;

(v) each share of Massachusetts Common Stock outstanding immediately prior to the Effective Time shall be converted into a share of Florida Common Stock pursuant to Article III; and

(vi) without further transfer, act, or deed, the separate existence of the Massachusetts Company shall cease and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of the Massachusetts Company; and all the rights, privileges, powers and franchises of the Massachusetts Company, and all property, real, personal and mixed, and all debts due to the Massachusetts Company on whatever account, as well for stock subscriptions as other things in action or belonging to the Massachusetts Company shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest of the Massachusetts Company shall be thereafter as effectively the property of the Surviving Corporation as they were of the Massachusetts Company, and the title to any real estate vested by deed or otherwise, under the laws of the State of Massachusetts, in the Massachusetts Company shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors of the Massachusetts Company and all liens upon any property of the Massachusetts Company shall be preserved unimpaired and all debts, liabilities and duties of the Massachusetts Company shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

2.4 Further Assurances. The Massachusetts Company agrees that if, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation, title to any property or rights of the Massachusetts Company, the Surviving Corporation and its proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement, in the name of the Massachusetts Company or otherwise.

ARTICLE III

CONVERSION OF SHARES

3.1 Conversion of Shares. At the Effective Time, the Massachusetts Company Stock shall be converted into Florida Company Stock, as follows:

(i) each share of Massachusetts Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Florida Common Stock; and

(ii) each share of Florida Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and no shares shall be issued in the Merger in respect thereof.

3.2 **Stock Certificates.** At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of Massachusetts Company Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Florida Company Stock into which the shares of Massachusetts Company Stock formerly represented by such certificates have been converted as provided in this Agreement. The registered owner on the books and records of the Florida Company or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Florida Company or its transfer agents, have and be entitled to exercise any voting and other rights, and receive any dividends and other distributions, with respect to shares of Florida Company Stock evidenced by such outstanding certificates as above provided.

3.3 **Validity of Florida Company Stock.** All shares of Florida Company Stock into which shares of Massachusetts Company Stock are to be converted pursuant to the Merger shall not be subject to any statutory or contractual preemptive rights, shall be validly issued, fully paid and nonassessable and shall be issued in full satisfaction of all rights pertaining to such Massachusetts Company Stock.

3.4 **Rights of Former Holders.** From and after the Effective Time, no holder of certificates which evidenced Massachusetts Company Stock immediately prior to the Effective Time shall have any rights with respect to the shares formerly evidenced by those certificates, other than to receive the shares of Florida Company Stock into which such shares of Massachusetts Company Stock shall have been converted pursuant to the Merger.

★★

ARTICLE IV COVENANTS TO BE PERFORMED PRIOR TO CLOSING DATE

4.1 **Consents.** Each of the Massachusetts Company and the Florida Company shall use its best efforts to obtain the consent and approval of each person (other than shareholders of the Massachusetts Company in their capacities as such) whose consent or approval shall be required in order to permit consummation of the Merger.

4.2 **Governmental Authorizations.** Each of the Massachusetts Company and the Florida Company shall cooperate in filing any necessary reports or other documents with any Federal, state, local or foreign authorities having jurisdiction with respect to the Merger.

ARTICLE V

CLOSING

5.1 **Closing Date.** The closing date of the Merger shall take place at the offices of the Florida Company at November 17, 1997 at its counsel's offices, commencing at 10:00 A.M. Eastern Daylight Savings Time on October __, 1997 or such other date, place or time as agreed upon by the parties.

* 3.5 **Existing Stock Acquisition Agreement.** The terms of the Stock Acquisition Agreement by and between WR's Kennel, Inc., a Massachusetts corporation and the other parties thereto (a true copy of which is attached hereto), shall continue to be valid and in full force and effect subsequent to this merger.

5.2 Conditions to Obligations of the Massachusetts Company and the Florida Company. The obligation of the Massachusetts Company and the Florida Company to consummate the Merger are subject to satisfaction of the following conditions:

(i) **Authorization.** The holders of all of the voting power of the Massachusetts Company shall have approved and adopted this Agreement and the Merger, and no holder shall have elected to avail himself of any applicable dissenters' rights. All necessary action shall have been taken to authorize the execution, delivery and performance of this Agreement by the Massachusetts Company and the Florida Company. The Massachusetts Company and the Florida Company shall have full power and authority to consummate the Merger.

(ii) **Consents and Approvals.** All authorizations, consents and approvals (contractual or otherwise) of any state, Federal, local or foreign government agency, regulatory body or official or any person (other than the Massachusetts Company or the Florida Company) necessary for the valid consummation of the Merger in accordance with this Agreement shall have been obtained and shall be in full force and effect.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement (including the Exhibit), contains the entire agreement between the parties with respect to the Merger and supersedes all prior and concurrent arrangements, letters of intent or understandings relating to the merger.

6.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement. This Agreement shall become effective when one or more counterparts has been signed by each of the parties and delivered to each of the parties.

6.3 Headings. The article, section and paragraph headings in this Agreement have been inserted for identification and reference and shall not by themselves determine the meaning or interpretation of any provision of this Agreement.

6.4 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be sufficiently given if in writing, and delivered personally or three days after it is mailed by registered or certified mail, postage prepaid, as follows:

- | | |
|--------------------------------------|--------------------------------------|
| (i) If to the Massachusetts Company: | (ii) If to the Florida Company: |
| WR's Kennel, Inc. | W.R. & S.L. Kennel, Inc. |
| 10 Lauderdale Road | 27501 Pelican Ridge Circle |
| Chelmsford, Massachusetts 01824 | Bonita Spring, Florida 33923 |
| Attn: Mr. William F. Ross, President | Attn: Mr. William F. Ross, President |

6.5 No Waiver. No waiver by any party of any condition, or the breach of any term or covenant, contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant contained in this Agreement.

6.6 Survival of Covenants. The covenants and agreements of the parties contained herein shall expire with, and be terminated and extinguished by, the consummation of the Merger, except for those set forth in Section 2.4, which shall survive.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and to be performed wholly within the State of Florida, except to the extent that the laws of the State of Massachusetts are mandatorily applicable to the Merger.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MASSACHUSETTS COMPANY:

WR's Kennel, Inc.
a Massachusetts corporation

By: William F. Ross
Title: President

ATTEST:

By: Jeanne M. Ross
Title: Secretary

FLORIDA COMPANY:

W.R. & S.L. Kennel, Inc.
a Florida corporation

By: William F. Ross
Title: President

ATTEST:

By: Jeanne M. Ross
Title: Secretary
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