

P98000 33260

1 From 4-8-98
Date
Sender's Name GRC / Judy H. Phone (954) 921-5500
Company ABRAMS ANTON ROBBINS RESNICK
Address 2021 TYLER ST Dept./Floor/Suite/Room
City HOLLYWOOD State FL ZIP 33020
2 Your Internal Billing Reference Information

EFFECTIVE DATE 4-15-98
Office Use Only
known):

1. _____ (Corporation Name) (Document #)
2. _____ (Corporation Name) (Document #) 200002484792--1
3. _____ (Corporation Name) (Document #) -04/10/98--01026--018
****122.50 ****122.50
UVE
OKAPMER
AUTHORIZATION BY PHONE TO _____ (Corporation Name) (Document #)
CORRECT

DATE ☐ Walk-in ☐ Pick-up time ☐ Certified Copy
☒ Mail-out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Judy H GAVA
AUTHORIZATION BY PHONE TO
CORRECT ADD DATE of Addition
DATE 4-10
EXAM GRC

FILED
98 APR -9 PM 2:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

FOOTLOOSE ASSOCIATES, INC., a Massachusetts corporation, not qualified in
Florida

INTO

FOOTLOOSE ASSOCIATES, INC., a Florida corporation, P98000033260

File date: April 9, 1998, effective April 15, 1998

Corporate Specialist: Karen Gibson

ARTICLES OF MERGER
STATE OF FLORIDA

FOOTLOOSE ASSOCIATES, INC., a Massachusetts corporation,
merged into FOOTLOOSE ASSOCIATES, INC., a Florida corporation

Pursuant to Section 607.1105 of the Florida Business Corporation Act, **FOOTLOOSE ASSOCIATES, INC.**, a Florida corporation ("Number 1 Florida Corporation"), and **FOOTLOOSE ASSOCIATES, INC.**, a Massachusetts corporation ("Number 2 Massachusetts Corporation"), adopt there Articles of Merger for the purpose of merging the Number 2 Massachusetts corporation into the Number 1 Florida Corporation, with the former to survive the merger:

FILED
98 APR -9 PM 2:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

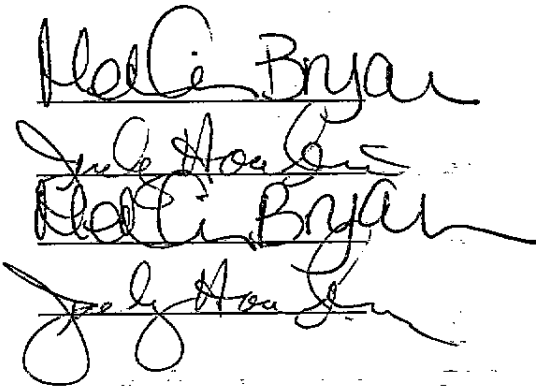
EFFECTIVE DATE

ARTICLE I

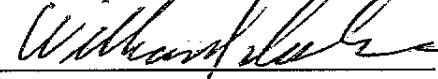
That certain Plan and Agreement of Merger dated effective April 15, 1998 by and between the Number 1 Florida Corporation and the Number 2 Massachusetts Corporation, attached hereto and made a part hereof, was duly approved by the Board of Directors and Shareholders of both corporations by an affirmative vote of (i) a sufficient number of Directors and (ii) by Shareholder's holding not less than the minimum number of shares of common stock, necessary to approve same with adoption effective April 15, 1998 (the Shareholders and Directors of both corporations voted unanimously to approve the foregoing). The date of adoption is April 8, 1998.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger effective the 15th day of April, 1998. Executed on April 8, 1998.

WITNESSES:

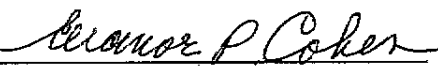
The block contains four handwritten signatures of witnesses. The first two are "Halle Bryan" and "Judy Hoo Lee". The next two are "Halle Bryan" and "Judy Hoo Lee" again, written in a similar style.

FOOTLOOSE ASSOCIATES, INC.,
a Florida corporation

By: 

William J. Cohen

Its: President

By: 

Eleanor P. Cohen

Its: Secretary

(Signatures continued on next page)

(Signatures continued from Articles of Merger for FOOTLOOSE ASSOCIATES, INC., a Florida corporation and FOOTLOOSE ASSOCIATES, INC., a Massachusetts)

**FOOTLOOSE ASSOCIATES, INC., a
Massachusetts corporation**

By: William J. Cohen

William J. Cohen

Its: President

By: Eleanor P. Cohen

Eleanor P. Cohen

Its: Secretary

Walter A. Bryan

Walter A. Bryan

Walter A. Bryan

1293799

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
FOOTLOOSE ASSOCIATES, INC.

THE UNDERSIGNED, being all the Shareholders and all the Directors on the Board of Directors of FOOTLOOSE ASSOCIATES, INC., a Florida corporation, hereby adopt the following resolutions by this Unanimous Written Consent:

1. The Plan and Agreement of Merger and Articles of Merger, in the forms attached hereto as Exhibit A, are hereby adopted and approved.

2. The respective appropriate officers of the Corporation are hereby authorized, empowered and directed to execute the Plan and Agreement of Merger and the Articles of Merger on behalf of the corporation and file same, as required, with the State of Florida, as well as negotiate, prepare and execute any and all related agreements, documents and instruments including, without limitation, an amendment to said Plan and Agreement of Merger, all as may be deemed in the best interest of the corporation by such officers.

This Written Consent shall be effective as of the 15th day of April, 1998.

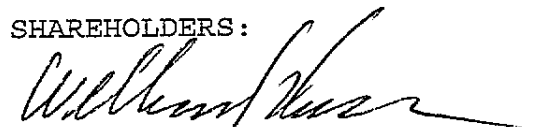
4/8/98


BOARD OF DIRECTORS


WILLIAM J. COHEN


ELEANOR P. COHEN

SHAREHOLDERS:


WILLIAM J. COHEN


ELEANOR P. COHEN

PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT is made effective as of the 15th day of April, 1998, by and between FOOTLOOSE ASSOCIATES, INC., a Florida corporation ("Number 1 Florida Corporation") and FOTLOOSE ASSOCIATES, INC., a Massachusetts corporation ("Number 2 Massachusetts Corporation").

R E C I T A L S:

1. The Number 1 Florida Corporation and the Number 2 Massachusetts Corporation are corporations duly organized, validly existing and in good standing under the laws of the States of Florida and Massachusetts; and

2. The Boards of Directors and Shareholders of each deem it desirable and in the respective best interests of their corporations and shareholders that the Number 2 Massachusetts Corporation be merged with and into the Number 1 Florida Corporation with the Number 1 Florida Corporation remaining as the surviving corporation;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. Merger. The Number 2 Massachusetts Corporation shall be merged with and into the Number 1 Florida Corporation and the Number 1 Florida Corporation shall continue as the surviving corporation. The Number 1 Florida Corporation shall become the owner, without other transfer, of all the assets, rights, titles, interests and properties of the Number 2 Massachusetts Corporation and shall become subject to all the debts and liabilities of the Number 2 Massachusetts Corporation in the same manner as if it had acquired and incurred them, respectively.

2. Principal Office. The principal office of the Number 1 Florida Corporation, as the surviving corporation, will be 3600 Mystic Point Drive, #1418, Aventura, Florida 33180, and shall remain so upon the merger.

3. Objects and Purposes. The nature of the current and intended business of the surviving corporation shall be any and all business as permitted under Florida law.

4. Articles of Incorporation. The purposes and number of Directors of the surviving corporation shall be as appears in the Articles of Incorporation (as amended, if applicable) of the Number 1 Florida Corporation on file with the office of the Department of State of the State of Florida on the date of this Agreement and the registered agent and office shall be as appears on file with said Department of State. The terms and provisions of the Articles of Incorporation of the Number 1 Florida Corporation are hereby incorporated into this Agreement. From and after the effective

date of the merger hereunder, and until further amended, altered or restated as provided by law, such Articles of Incorporation, as amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the surviving corporation.

5. By-Laws. The present By-Laws of the Number 1 Florida Corporation shall remain as the By-Laws of the surviving corporation following the merger and shall not be altered, amended, nor repealed by reason of such merger.

6. Names and Addresses of Directors. The names and addresses of the persons who shall constitute the Board of Directors, of the surviving corporation upon the effective date of the merger shall be as currently set forth in the corporate minutes book of the Number 1 Florida Corporation.

7. Conversion of Shares. The Shareholders of the Number 1 Florida Corporation shall continue to be the Shareholders of the surviving corporation. The shares of stock in the Number 2 Massachusetts Corporation shall cease to exist. The Shareholders of Number 2 Massachusetts Corporation shall be issued 15,000 shares of Number 1 Florida Corporation.

8. Effective Date and Representations. A. The effective date of the merger under this Agreement shall be April 15, 1998.

9. Abandonment of Merger. Notwithstanding anything to the contrary, prior to the effective date, the Board of Directors of the constituent corporations may rescind this Agreement (and thereby abandon the merger) by mutual consent, and thereupon this Agreement shall be void and of no effect.

10. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

11. Waiver. No waiver is valid unless in writing and signed by the waiving party, and no waiver shall be construed as a waiver of any other or subsequent breach.

12. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and the sole venue for any action or proceeding shall be any court having competent jurisdiction in Dade County, Florida.

13. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party hereto and this Agreement and all the provisions herein shall be binding upon and for the benefit of the parties hereto and their respective permitted successors, assigns and/or delegates.

14. Integration and Captions. This Agreement includes the entire understanding of the parties with respect to the subject matter hereof. This Agreement is an integration of any and all prior agreements and representations with respect to the subject hereof. The captions herein are for convenience and shall not control the interpretation of this Agreement.

15. Notices. Any notice, demand, request or other communication required or permitted hereunder shall be deemed given when in writing and delivered in person or by certified and registered mail, postage-paid, first class,

if to the Number 1
Florida Corporation:

Footloose Associates, Inc.
Attn: President
3600 Mystic Point Drive, #1418
Aventura, FL 33180

if to the Number 2
Massachusetts Corporation:

Footloose Associates, Inc.
Attn: President
3600 Mystic Point Drive, #1418
Aventura, FL 33180

16. Hand-Written Provisions and Exhibits. Any and all hand-written provisions hereon or contained in any Exhibit attached hereto and any Exhibits hereto, if signed or initialed by the parties hereto, shall be deemed incorporated herein by reference and shall control to the extent of any conflict with the typewritten provisions herein.

17. Authorization, Conflicts, and Execution. Each party represents to the other that this Agreement is a binding obligation of the party and shall not conflict with any other agreement between such party and any other person.

18. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.

19. Ambiguities. The normal rule of construction to the effect that ambiguities in an agreement are construed against the drafting party shall not apply to this Agreement.

20. Cooperation. Each party shall provide such reasonable cooperation and execute such reasonable documents as shall be reasonably requested by the other party hereto to perform this Agreement.

21. Gender. Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine,

feminine or neuter gender; all singular words shall include the plural and all plurals shall include the singular.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above. 4/8/98

WITNESSES:

FOOTLOOSE ASSOCIATES, INC.,
a Florida corporation

By: William J. Cohen
William J. Cohen

Its: President

By: Eleanor P. Cohen
Eleanor P. Cohen

Its: Secretary

FOOTLOOSE ASSOCIATES, INC., a
Massachusetts corporation

By: William J. Cohen
William J. Cohen

Its: President

By: Eleanor P. Cohen
Eleanor P. Cohen

Its: Secretary