

P98000104900

FRED H. STEFFEY

PROFESSIONAL ASSOCIATION

ATTORNEY AND COUNSELLOR

SUITE 300 SOUTHPOINT BUILDING

6620 SOUTHPOINT DRIVE SOUTH

JACKSONVILLE, FLORIDA 32216

BOARD CERTIFIED
TAX LAWYER

TELEPHONE (904) 296-1111
FACSIMILE (904) 296-1111

FILED
98 DEC 21 AM 10:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
1/1/99

December 18, 1998

Division of Corporations
Department of State
P. O. Box 6327
Tallahassee, FL 32314

600002718196--9
-12/21/98--01124--013
*****70.00 *****70.00

Re: THE VEDRO GROUP, INC.

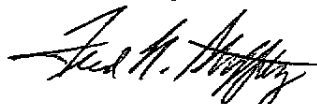
Gentlemen:

Enclosed for filing is the executed original of the Articles of Merger, together with attached Schedule A-Agreement and Plan of Merger, concerning the above referenced corporation, together with a copy to be marked as received and returned to me.

Also enclosed is a check in the amount of \$70.00 to cover the applicable filing fees.

If you have any questions concerning this proposed merger, please give me a call.

Sincerely,



Fred H. Steffey

FHS:pab
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Enclosures

cc: Mr. Alfred S. Vedro (w/encl)

Mengen

VS JAN 7 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:-----

AL VEDRO ASSOCIATES, INC., a California corporation not qualified in Florida

INTO

THE VEDRO GROUP, INC., a Florida corporation, P98000104900.

File date: December 21, 1998 , effective January 1, 1999

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER
Merging
AL VEDRO ASSOCIATES, INC.
with and into
THE VEDRO GROUP, INC.

FILED
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1. The names of the corporations which are parties to this merger are **AL VEDRO ASSOCIATES, INC.**, a California corporation, and **THE VEDRO GROUP, INC.**, a Florida corporation (the "Constituent Corporations"). **THE VEDRO GROUP, INC.** shall be the surviving corporation.

2. A true copy of the Agreement and Plan of Merger is attached hereto as Schedule A and by this reference incorporated herein and made a part hereof.

3. The Agreement and Plan of merger was adopted by the shareholders of the Constituent Corporations on December 16, 1998.

4. All conditions precedent to the effectiveness of the Agreement and Plan of Merger have occurred.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Constituent Corporations in duplicate for filing in California and Florida this 16th day of December, 1998, effective as of January 1, 1999.

AL VEDRO ASSOCIATES, INC.

By: Alfred S. Vedro
ALFRED S. VEDRO
 President

Attest: Judith A. Vedro
JUDITH A. VEDRO
 Secretary

THE VEDRO GROUP, INC.

By: Alfred S. Vedro
ALFRED S. VEDRO
 President

Attest: Judith A. Vedro
JUDITH A. VEDRO
 Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing Articles of Merger were acknowledged before me this 16th day of December, 1998, by **ALFRED S. VEDRO** (Known to me X or Type of Ident. & No.: _____) and **JUDITH A. VEDRO** (Known to me X or Type of Ident. & No.: _____), as President and Secretary, respectively, of each of the above named Constituent Corporations on behalf of each of said corporations.

Patricia A. Brooke
NOTARY PUBLIC, State of Florida
 PRINT NAME PATRICIA A. BROOKE
 My Commission Expires:



PATRICIA A. BROOKE
 MY COMMISSION # CC448693 EXPIRES
 March 27, 1999
 BONDED THRU THY FAIN INSURANCE, INC.

SCHEDULE A

D:\WP7\CORPORAT\VEDRO\12\AGT.wpd

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is by and among **AL VEDRO ASSOCIATES, INC.**, a California corporation (the "Merging Corporation") and **THE VEDRO GROUP, INC.**, a Florida corporation (the "Surviving Corporation").

RECITALS

The authorized capital stock of the Merging Corporation consists of 10,000 shares of common stock, having no stated par value per share (the "Merging Corporation's Stock"), 150 shares of which are issued and outstanding and owned by the Alfred S. Vedro Revocable Trust (the "Common Shareholder").

The authorized capital stock of the Surviving Corporation consists of 10,000 shares of common stock, \$1.00 par value per share (the "Surviving Corporation's Stock"), 100 shares of which are issued and outstanding and owned by the Common Shareholder.

The parties hereto intend to cause a merger (the "merger") of the Merging Corporation into the Surviving Corporation, pursuant to which the Surviving Corporation will survive, all shares of the Merging Corporation's Stock will be cancelled and additional shares of the Surviving Corporation's stock will be issued to the Common Shareholder, all as more fully set forth herein.

AGREEMENT

In consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Stockholder Approval; Effectiveness of Merger.

(a) This Agreement shall be submitted to the stockholders of the Merging Corporation and the Surviving Corporation (the "Constituent Corporations") as provided by the applicable laws of the States of California and Florida and by this Agreement.

(b) If (i) this Agreement is duly authorized and adopted by the votes or written consents of the holders of a majority of the issued and outstanding shares of each of the Constituent Corporations and (ii) this Agreement is not terminated and abandoned pursuant to the provisions of Section 5 hereof, Articles of Merger shall be executed and delivered to the Secretary of the State of California and the Secretary of the State of Florida in accordance with the laws of the States of California and Florida as soon as practicable after the last approval of such stockholders, which Articles of Merger shall have attached to them and incorporated in them by references this Agreement. The merger shall become effective the later of December 31, 1998, or immediately upon the filing of the Articles of Merger with the Secretary of State of the State of Florida, such date being herein sometimes called the "Effective Date".

2. **Terms of the Merger.** On the Effective Date the Merging Corporation shall be merged into the Surviving Corporation; all assets and liabilities of the Merging Corporation, as they exist on the Effective Date, shall pass to, vest in and become assets and obligations of the Surviving Corporation; the separate existence of the Merging Corporation shall cease; and the Surviving Corporation shall continue in existence.

3. **Surviving Corporation's Certificate of Incorporation; Bylaws, Etc.**

(a) From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall continue to be its Articles of Incorporation until thereafter amended as provided by law.

(b) From and after the Effective Date and until thereafter amended as provided by law, the Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be its Bylaws.

(c) From and after the Effective Date and until the next annual meeting of the shareholders of the Surviving Corporation, the officers and directors of the Surviving Corporation holding office immediately prior to the Effective Date shall continue to be its officers and directors.

4. **Manner and Basis of Cancellation and Issuance of Shares in Merger.**

(a) On the Effective Date, each share of the Merging Corporation's Stock issued and outstanding immediately prior to the merger, by virtue of the merger and without any action on the part of the Common Shareholder, the sole owner thereof, shall cease to be outstanding and shall be cancelled and retired.

(b) After the Effective Date, each share of the Surviving Corporation's Stock issued and outstanding immediately prior to the merger, all of which is owned by the Common Shareholder, shall be converted into 100 shares of the Surviving Corporation, which shares shall then remain outstanding.

5. **Termination.** Notwithstanding favorable action on the merger by the stockholders of the Constituent Corporations, this Agreement may be terminated at any time prior to the Effective Date and the merger abandoned by the Board of Directors of any of the Constituent Corporations.

6. **Amendments.** The parties hereto by mutual consent of their respective Board of Directors, prior to the Effective Date, may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after approval or adoption thereof by the stockholders of the Constituent Corporations.

7. **Miscellaneous.**

(a) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

(b) If at any time any of the parties hereto shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers and directors of the parties shall as of the Effective Date execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its President and attested by its Secretary the ____ day of December, 1998, effective as of January 1, 1999.

AL VEDRO ASSOCIATES, INC.

By: _____
ALFRED S. VEDRO
 President

Attest: _____
JUDITH A. VEDRO
 Secretary

THE VEDRO GROUP, INC.

By: _____
ALFRED S. VEDRO
 President

Attest _____
JUDITH A. VEDRO
 Secretary