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February 17, 1999

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

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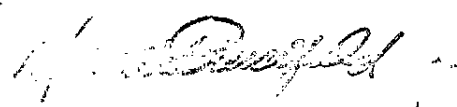
Re: Accurate Scale & Equipment Company, Inc.
Hilley Family Scale Corporation

Dear Sir/Madam:

Please file the enclosed Articles of Merger and Plan for the above-referenced corporations and forward a certified copy to our office for our files. Our check in the amount of \$78.75 is enclosed for same.

Thank you for your assistance and if you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,


David S. Piercefield

DSP:ab
Enclosure

FILED
99 FEB 18 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Mr. Piercefield GAVE

AUTOMATICALLY PHONE TO

CORRECT merging corporation

name from company to CO.

DATE FEB 23 1999

BY TLL

TLL

FEB 23 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:

ACCURATE SCALE & EQUIPMENT CO., INC., a Florida corporation, H65833.

INTO

HILLEY FAMILY SCALE CORPORATION which changed its name to

ACCURATE SCALE & EQUIPMENT COMPANY, INC., a Florida corporation,
P99000015521

File date: February 18, 1999

Corporate Specialist: Thelma Lewis

FILED
99 FEB 18 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF
ACCURATE SCALE & EQUIPMENT CO., INC.
a Florida corporation and
HILLEY FAMILY SCALE CORPORATION,
a Florida corporation

Pursuant to Section 607.1101, Florida Statutes, ACCURATE SCALE & EQUIPMENT CO., INC., a Florida corporation (hereinafter "ACCURATE"), and HILLEY FAMILY SCALE CORPORATION, a Florida corporation (hereinafter "HILLEY") adopt these Articles of Merger.

ARTICLE I

The parties to the merger are ACCURATE and HILLEY.

On the Effective Date (as defined in Article V hereof) ACCURATE shall be merged with and into HILLEY, the separate existence of ACCURATE shall cease, and HILLEY, as the surviving corporation, shall continue its corporate existence.

ARTICLE II

The Articles of Incorporation and Bylaws of HILLEY shall be unchanged by the Merger effected hereby and such Articles of Incorporation of HILLEY shall be the Articles of Incorporation and Bylaws of such surviving corporation; except that:

1. Article I of the Articles of Incorporation of HILLEY, as the surviving corporation, shall be amended to change the name of the corporation to: Accurate Scale & Equipment Company, Inc.

ARTICLE III

The Agreement and Plan of Merger was adopted by the directors and shareholders of ACCURATE on February 16, 1999 and by the directors and shareholders of HILLEY on February 16, 1999.

ARTICLE IV

Automatically on and as of the Effective date, by virtue of the merger, and without any action on the part of the holder(s) thereof:

(i) Each share of HILLEY Common issued and outstanding as of the Effective Date shall remain issued and outstanding unaffected by the Merger and each certificate evidencing such previously issued shares of HILLEY Common shall remain valid and unimpaired by said Merger (provided, that new certificates evidencing the name change may be issued to prior shareholders.)

(ii) Each share of ACCURATE Common Stock issued and outstanding as of the Effective Date of the Merger (except shares conditionally assigned to HILLEY) shall be converted into and exchanged for three hundred five dollars (\$305.00) in cash, and a promissory note as set forth below. Any other options, warrants or other rights (whether legal, equitable or otherwise) to acquire shares of ACCURATE Common, if any, shall be canceled;

(iii) Each share of ACCURATE Common outstanding and conditionally assigned to HILLEY as of the Effective Date of the Merger shall be canceled and retired and all certificates representing such shares shall be canceled and no cash or securities or other properties shall be issued in respect thereof.

(iv) Upon the Effective Date of the Merger, HILLEY, as the surviving corporation, shall act as disbursing agent (the "Disbursing Agent"). After the Effective Date of the Merger, each holder, of an outstanding certificate or certificates which immediately prior thereto represent an outstanding shares of ACCURATE Common shall surrender the same to the Disbursing Agent and each such holder shall be entitled upon such surrender to receive in exchange therefore three hundred five dollars (\$305.00) in cash for each such share theretofore represented by the certificate or certificates so surrendered payable as follows: (a) forty dollars (\$40.00) in cash together with (b) a Promissory Note made by HILLEY in the amount of two hundred sixty-five dollars (\$265.00) bearing interest at eight percent (8%) per annum amortized over thirty-six (36) months with monthly payments commencing thirty (30) days from the issuance of said note. Until so surrendered and exchanged, each outstanding certificate which prior to the Effective Date of the Merger represented shares of ACCURATE Common held by the shareholders other than HILLEY shall be deemed for all purposes to represent only the right to receive three hundred five dollars (\$305.00) per share, payable as aforesaid. Payment shall only be made to the person in whose name the certificate surrendered is registered. After the Effective Date of the Merger, no transfer of the shares of ACCURATE Common outstanding immediately prior to the Effective Date of the Merger shall be made on the stock transfer books of the surviving corporation. No interest shall accrue or be payable with respect to any cash held by the Disbursing Agent for the benefit of holders of certificates which, immediately prior to the Effective Date of the Merger, represented shares of ACCURATE Common.

(v) If the holder(s) of any shares of ACCURATE Common issued and outstanding as of the Effective Date of the Merger shall, in accordance with the applicable provisions of Section 607.1301, 607.1302 and 607.1320, Florida Statutes, as amended, become entitled to receive payment for such shares, such payment shall be made by the surviving corporation.

ARTICLE V

The merger shall become effective as of 12:00:01 A.M. on February 18, 1999 (the "Effective Date").

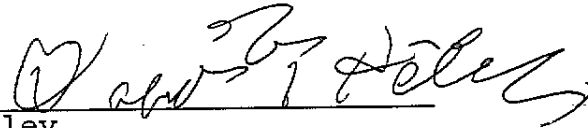
ARTICLE VI

These Articles of Merger may be terminated at any time prior to the Effective Date by the Board of Directors of any party, notwithstanding approval or adoption of the Agreement and Plan of Merger or these Articles of Merger by the shareholders of either or both of the parties.

At any time prior to the Effective Date these Articles of Merger may be amended by written agreement of the parties by their respective Board of Directors either before or after adoption of the Agreement and Plan of Merger by the respective shareholders of the parties.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers.

ACCURATE SCALE & EQUIPMENT CO., INC.,
a Florida corporation

By: 
Daniel N. Hilley,
President and Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF SEMINOLE)

16th day of February, 1999, by Daniel N. Hilley, President and

Secretary of ACCURATE SCALE & EQUIPMENT CO., INC., a Florida corporation, on behalf of the corporation who is personally known to me.

Elaine C. Reed
Notary Public
My Commission Expires: 5/28/99

Notary Public State of Florida
ELAINE C. REED
Commission # CC746531
Expires 5/28/2002

HILLEY FAMILY SCALE CORPORATION,
a Florida corporation

By: Daniel J. Hilley
Daniel J. Hilley,
President and Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged, before me this 16th day of February, 1999, by Daniel J. Hilley, as President and Secretary of HILLEY FAMILY SCALE CORPORATION, a Florida corporation, on behalf of the corporation who is personally known to me.

Elaine C. Reed
Notary Public
My Commission Expires: 5/28/99

Notary Public State of Florida
ELAINE C. REED
Commission # CC746531
Expires 5/28/2002

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made this 16th day of February, 1999 by and between Accurate Scale & Equipment Company, Inc., a Florida corporation ("ACCURATE") and Hilley Family Scale Corporation, a Florida Corporation ("HILLEY"). ACCURATE and HILLEY are sometimes referred to hereinafter as the "Constituent Corporations."

PREMISES

ACCURATE has an authorized capitalization of seven hundred fifty (750) shares of common stock ("ACCURATE Common"). Seven hundred fifty (750) shares of ACCURATE Common are issued and outstanding on the date hereof.

HILLEY has an authorized capitalization of ten thousand (10,000) shares of common stock ("HILLEY Common") of which seven thousand five hundred (7,500) shares are issued and outstanding on the date hereof.

HILLEY anticipates that it will issue two thousand, five hundred (2,500) shares of its Common Stock in consideration of conditional assignment and/or cancellation of five hundred sixty-two and one half (562.5) shares of ACCURATE Common to it by the employee/shareholders of ACCURATE as of the Effective Date.

The Boards of Directors of ACCURATE and HILLEY deem it advisable and in the best interest of each corporation and its shareholders that a reorganization of the corporate structure of the Constituent Corporations as herein contemplated be consummated; and, in accordance therewith, that ACCURATE be merged into HILLEY in the manner contemplated herein (the "Merger"), with HILLEY surviving; and further providing the manner and basis of canceling the shares of ACCURATE Common held by HILLEY and of converting all other shares of ACCURATE Common into cash and the Boards of Directors of ACCURATE and HILLEY have directed that the proposed Merger be submitted to the shareholders of each of the respective Constituent Corporations.

AGREEMENT

THEREFORE, HILLEY and ACCURATE hereby agree that, pursuant to Florida corporate law, ACCURATE shall be merged with and into HILLEY, that HILLEY shall be the surviving corporation, and that the plan, terms and conditions of such merger shall be as follows:

ARTICLE I

MERGER OF ACCURATE INTO HILLEY; STOCKHOLDER APPROVAL; EFFECTIVE DATE

Section 1.01. On the Effective Date, as defined in Section 1.04, ACCURATE shall be merged with and into HILLEY, the separate existence of ACCURATE shall cease, and HILLEY, as surviving corporation, shall continue its corporate existence under the laws of the state of Florida, as the surviving corporation, and shall succeed, insofar as permitted by applicable law, to all rights, assets, liabilities and obligations of ACCURATE in accordance with Florida's corporate law.

Section 1.02. This Agreement shall be submitted to the respective shareholders of each of the Constituent Corporations pursuant to applicable state corporation statutes. The affirmative votes of a majority of all of the issued and outstanding shares of each of the Constituent Corporations entitled to vote thereon shall be necessary to adopt this Agreement.

Section 1.03. If this Agreement is duly adopted by the shareholders of the Constituent Corporations, and this Agreement is not terminated or abandoned as provided in Article 5 hereof, as soon as practicable, Articles of Merger in substantially the form attached hereto as Exhibit "A" shall be executed and delivered for filing to the office of the Secretary of State of Florida, as required by applicable law.

Section 1.04. The merger shall become effective as of 12:00:01 a.m. on February 18, 1999. ("Effective Date").

ARTICLE II

ARTICLES OF INCORPORATION

The Articles of Incorporation and Bylaws of HILLEY shall be unchanged by the Merger contemplated hereby and such Articles shall be the Articles of Incorporation and Bylaws of HILLEY as the surviving corporation, until the same shall thereafter be altered, amended or repealed in accordance with applicable law; except, that said Articles of Incorporation shall be amended to change the name of the surviving corporation to Accurate Scale & Equipment Company, Inc.

ARTICLE III

STATUS AND CONVERSION OF SECURITIES

Automatically on and as of the Effective Date, by virtue of the Merger, and without any action on the part of the holder(s) thereof:

(i) Each share of HILLEY Common issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding unaffected by the Merger and each certificate evidencing such previously issued shares of HILLEY Common shall remain valid and unimpaired by said Merger;

(ii) Each share of ACCURATE Common issued and outstanding as of the Effective Date of the Merger (except shares conditionally assigned to HILLEY) shall be converted into and exchanged for three hundred five dollars (\$305.00) in cash and promissory note. Any other options, warrants or other rights (whether legal, equitable or otherwise) to acquire shares of ACCURATE Common, if any, shall be canceled;

(iii) Each share of ACCURATE Common outstanding and conditionally assigned to by HILLEY as of the Effective Date of the Merger shall be canceled and retired and all certificates representing such shares shall be canceled and no cash or securities or other properties shall be issued in respect thereof.

(iv) Upon the Effective Date of the Merger, HILLEY, as the surviving corporation, shall act as disbursing agent (the "Disbursing Agent"). After the Effective Date of the Merger, each holder, other than HILLEY, of an outstanding certificate or certificates which immediately prior thereto represent an outstanding shares of ACCURATE Common shall surrender the same to the Disbursing Agent and each such holder shall be entitled upon such surrender to receive in exchange for each such share theretofore represented by the certificate or certificates so surrendered the following: (a) Forty dollars (\$40.00) in cash together with (b) a Promissory Note made by HILLEY in the amount of two hundred sixty-five dollars (\$265.00) bearing interest at eight percent (8%) per annum amortized over thirty-six (36) months with monthly payments commencing thirty (30) days from the issuance of said note. Until so surrendered and exchanged, each outstanding certificate prior to the Effective Date of the Merger represented shares of ACCURATE Common held by the shareholders other than HILLEY shall be deemed for all purposes to represent only the right to receive three hundred five dollars (\$305.00) per share, as aforesaid. Payment shall only be made to the person in whose name the certificate surrendered is registered. After the Effective Date of the Merger, no transfer of the shares of ACCURATE Common outstanding immediately prior to the Effective Date of the Merger shall be made on the stock transfer books of the surviving

corporation. No interest shall accrue or be payable with respect to any cash held by the Disbursing Agent for the benefit of holders of certificates which, immediately prior to the Effective Date of the Merger, represented shares of HILLEY Common.

(v) If the holder(s) of any shares of ACCURATE Common issued and outstanding prior to the Effective Date of the Merger shall, in accordance with the applicable provisions of Section 607.1301, 607.1302 and 607.1320, Florida Statutes, as amended, become entitled to receive payment for such shares, such payment shall be made by the surviving corporation.

ARTICLE IV

COVENANTS

Section 4.01. Each Constituent Corporation agrees that it will, as promptly as reasonably possible, notice, call and hold an annual or special meeting of its shareholders, at which meeting it will submit this Agreement for adoption by its shareholders entitled to vote thereon, or otherwise approve this agreement and Plan of Merger by written action.

Section 4.02. Each party agrees that it will make every reasonable effort to obtain such consents or approvals to take such actions as may be necessary or appropriate in furtherance of the transactions contemplated hereby.

ARTICLE V

TERMINATION

Notwithstanding anything to the contrary contained herein, this Agreement may be terminated at any time prior to the Effective Date by the Board of Directors of either corporation, notwithstanding approval or adoption of this Agreement by the shareholders of both or either of the Corporations.

ARTICLE VII

MISCELLANEOUS


Section 6.01. Prior to the Effective Date, this Agreement may be amended by an agreement in writing of the Corporation by their Board of Directors either before or after adoption by the respective shareholders of the Constituent Corporation.

Section 6.02. At any time prior to the Effective Date, the Corporations hereto may, by written agreement, extend the time for the performance of any of the obligations or other acts of the Corporations hereto, waive any inaccuracy in the Statements contained in this Agreement or in any document delivered pursuant hereto, or waive compliance with any of the covenants, conditions or agreements contained in this Agreement.

IN WITNESS WHEREOF, HILLEY and ACCURATE have caused this Agreement and Plan of Merger to be executed as of the date first above written.

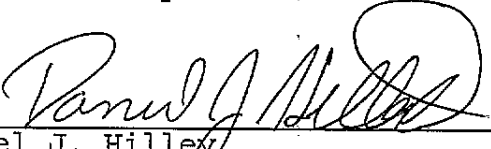
"ACCURATE"

ACCURATE SCALE & EQUIPMENT CO., INC.
a Florida corporation

By: 
Daniel N. Hilley,
President and Secretary

"HILLEY"

HILLEY FAMILY SCALE CORPORATION
a Florida corporation

By: 
Daniel J. Hilley,
President & Secretary