

CCRS
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: CINDY HICKS

DATE: 12/17/99

REF. #: 0399. 9590

CORP. NAME: United Family Buyers, Inc.

Merger

EFFECTIVE DATE
1/1/00

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: _____ | | |

500003074095--0

-12/17/99--01063--013

STATE FEES PREPAID WITH CHECK# 2253 FOR \$ 70.00 *****70.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED: _____

COST LIMIT: \$ _____

PLEASE RETURN:

- | | |
|--|---|
| <input type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING |
| <input type="checkbox"/> CERTIFICATE OF STATUS | |

Examiner's Initials

DR
12/20/99

FILED
99 DEC 18 PM 3:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
99 DEC 17 PM 2:24
DEPT. OF REVENUE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
PLAIN STAMPED COPY

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

UNITED FAMILY BUYERS, INC., a Florida corporation P98000032676

INTO

UNITED FAMILY BUYERS GROUP, INC., a Florida entity, P99000081593.

File date: December 17, 1999 , effective January 1, 2000

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE

2/1/00

ARTICLES OF MERGER

UNITED FAMILY BUYERS, INC.
a Florida Corporation

INTO

UNITED FAMILY BUYERS GROUP, INC.
a Florida Corporation

FILED
99 DEC 17 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Internal Revenue Code Section 368(a)(1)(A) and the Florida Statutes, the undersigned as the President of UNITED FAMILY BUYERS GROUP, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "First Party"), and UNITED FAMILY BUYERS, INC., a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Second Party") hereby certify that special meetings of the Shareholders and Board of Directors of the Florida Corporation were held on November 9, 1999, after proper notice, for the purpose of adopting an Agreement and Plan of Reorganization and Merger as between First Party and Second Party with First party being the surviving corporation.

The undersigned further certify that:

1. The laws of the jurisdiction under which the Second Party is organized permit such a merger.

2. The name of the surviving corporation is UNITED FAMILY BUYERS GROUP, INC. and it will be governed by the laws of the State of Florida.

3. There are no changes in the Articles of Incorporation of the surviving corporation.

4. The Agreement and Plan of Reorganization and Merger

attached hereto is a true and correct copy and was adopted and approved by the Board of Directors and by the Shareholders of the First Party and the Second Party in the manner prescribed by the laws of the State of Florida.

5. The First Party has 475 shares of common stock outstanding. The Second party has 950 shares of common stock outstanding. All of said outstanding shares are entitled to vote, and all of the shares entitled to vote, voted for the Agreement and Plan of Reorganization and Merger.

6. Each one of the common shares of Second Party shall become one-half common share of the surviving corporation without the issuance or exchange of new shares. Therefore all rights and respects of the stock of Second party shall be cancelled on the effective date of the merger.

7. The merger shall become effective on January 1, 2000.

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the corporate parties hereto have caused these Articles of Merger to be executed by the duly authorized officers this 13th day of December, 1999.

UNITED FAMILY BUYERS GROUP, INC.
a Florida Corporation

✓ *Darren Kaiser*

BY: Darren Kaiser
Title: President

UNITED FAMILY BUYERS, INC.
a Florida Corporation

✓ *Darren Kaiser*

BY: Darren Kaiser
Title: President

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger dated this 9th day of November, 1999, by and between UNITED FAMILY BUYERS, INC., a Florida corporation (hereinafter referred to as "UFB") and UNITED FAMILY BUYERS GROUP, INC., a Florida corporation (hereinafter referred to as "Group").

1. The respective Boards of Directors of UFB and Group have resolved that UFB be merged, pursuant to the General Corporation Laws of the State of Florida, into a single corporation existing under the laws of the State of Florida, to wit: UNITED FAMILY BUYERS GROUP, INC., which shall be the surviving corporation (such corporation in its capacity as said surviving corporation being hereinafter referred to as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code;

2. The authorized capital stock of UFB consists of 1,000 shares of Common Stock with \$1.00 par value per share (hereinafter called "UFB Common Stock"), of which Nine Hundred and Fifty (950) shares are issued and outstanding;

3. The authorized capital stock of Group consists of 1,000 shares of Common Stock with a par value of \$1.00 per share (hereinafter called "Group Common Stock"), of which Four Hundred and seventy-five (475) shares are issued and outstanding; and

4. The respective Boards of Directors of UFB and Group have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants contained herein, the parties hereby agree in accordance with the General Corporation Laws of the State of Florida that UFB shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called the "Merger") into a single corporation existing under the laws of the State of Florida, to wit: UNITED FAMILY BUYERS GROUP, INC. The Surviving Corporation and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect.

1. Board of Directors and Stockholders' Meetings: Filings: Effects of Merger.

1.1 UFB Board of Directors and Stockholders' Meeting.
UFB shall call a meeting of its Board of Directors and Stockholders to be held in accordance with the general corporation laws of the State of Florida, at the

after the Effective Date, the last acting Officer of UFB or the corresponding Officers of the Surviving Corporation, may, in the name of UFB, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation, including but not limited to title to and possession of all UFB property, rights, privileges, powers, franchises, immunities, and interests and otherwise carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be UNITED FAMILY BUYERS GROUP, INC.

2.2 Certificate of Incorporation. The Certificate of Incorporation of Group is in effect on the date hereof and shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-laws of Group, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

3.1 UFB Common Stock. Each one share of UFB Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one-half fully paid share of Group Common Stock, and the outstanding certificates representing shares of UFB Common Stock shall thereafter be worthless. Such certificates must be, exchanged by the holders thereof, after the merger becomes effective, for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 UFB Common Stock. All issued and outstanding shares of UFB Common Stock held immediately before the effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

4. **Directors and Officers of Surviving Corporation**

4.1 Directors of Surviving Corporation. The Directors of Group, on the effective date of the Merger, shall continue to be Directors of the Surviving Corporation of the class and for the term for which they were elected, and until their successors are elected and qualify as provided by law and the Bylaws of the Surviving Corporation.

4.2 Officer of Surviving Corporation. The Officers of Group, on the effective date of the Merger, shall continue to be the Officers of the Surviving Corporation, and shall hold office until their respective successors are chosen and qualified, as provided by law and the Bylaws of the Surviving Corporation.

5. **Covenants of the Parties**

5.1 Conduct of Business. UFB or Group will not (a) engage in any activity or transaction otherwise than in the ordinary course of business, without first obtaining the written approval of the other party; (b) make any changes in their authorized shares; (c) issue or sell, or issue options to purchase or rights to subscribe to, any of its shares; and (d) declare any dividend on any of its shares.

5.2 Shares. UFB or Group will not make any change in its authorized and outstanding shares.

6. **Distribution of New Shares**

6.1 If the Merger becomes effective, UFB authorizes Group to take or cause to be taken such steps as Group may deem necessary or advisable in order to effect the distribution, on the basis and terms specified herein of the Group stock certificates which holders of UFB shares shall be entitled to receive under the terms of the Merger.

7. **Termination**

7.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the Board of Directors and Shareholders of UFB or Group, if the Board of Directors or Shareholders of UFB or of Group duly adopt a resolution abandoning this Agreement of Merger.

8. Miscellaneous

8.1 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

8.2 Further Documents. To the extent permitted by law, from time to time, as and when requested by Group or by its successors and assigns, UFB shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take, or cause to be taken, such further or other action as Group may deem necessary or desirable, in order to vest in and confirm to Group title to, and possession of, any property of UFB acquired by reason of or as a result of the merger herein provided for, and otherwise carry out the intent and purpose hereof; and the proper Officers and Directors of Group are fully authorized, in the name of UFB, to take any and all such action.

earliest practicable date. Upon due notice thereof its respective Board of Directors and Stockholders will consider and vote upon, among other matters, adoption of this Agreement.

1.2 Group Board of Directors and Stockholders' Meeting. Group shall call a meeting of its Board of Directors and Stockholders to be held in accordance with the general corporation laws of the State of Florida, at the earliest practicable date. Upon due notice thereof its respective Board of Directors and Stockholders will consider and vote upon, among other matters, adoption of this Agreement

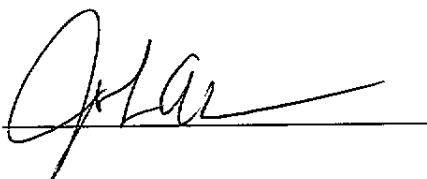
1.3 Filing of Certificate of Merger: Effective Date. If (a) this Agreement is adopted by the Board of Directors and Stockholders of UFB in accordance with the general corporation laws of the State of Florida, (b) this Agreement is adopted by the Board of Directors and Stockholders of Group, in accordance with the general corporation laws of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the general corporation laws of the State of Florida, with the Florida Secretary of State. The Merger shall become effective at 9:00 A.M. on January 1, 2000, which date and time are herein referred to as the "Effective Date."


1.4 Certain Effects of Merger. On the Effective Date, the separate existence of UFB shall cease, and UFB shall be merged into Group, which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of UFB, and be subject to all the restrictions, disabilities, and duties of UFB; and all property, real, personal and mixed, and all debts due to UFB, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of UFB, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in UFB, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of UFB shall be preserved unimpaired, and all debts, liabilities, and duties of UFB shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time,

IN WITNESS WHEREOF, this Agreement has been executed by UNITED FAMILY BUYERS, INC. and UNITED FAMILY BUYERS GROUP, INC., all on the date first above written.

ATTEST:

UNITED FAMILY BUYERS, INC.

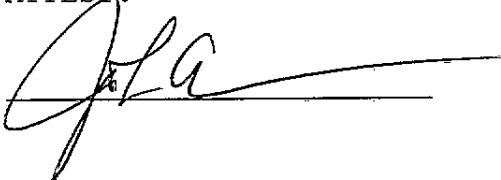


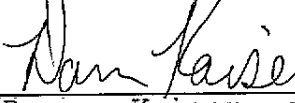
✓ 
BY: Darren Kaiser
Title: President

(Seal)

ATTEST:

UNITED FAMILY BUYERS GROUP, INC.



✓ 
BY: Darren Kaiser
Title: President

(Seal)