

1201 HAYS STREET
TALLAHASSEE, FL 32301-6007
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994111



ACCOUNT NO. : 072100000032

REFERENCE : 200465 4381472

AUTHORIZATION *Patricia Pajito*

COST LIMIT : \$ 122.50

ORDER DATE : *1-1-97*
~~December 24, 1996~~

ORDER TIME : 9:20 AM

ORDER NO. : 200465-005

CUSTOMER NO: 4381472

700002046527--7

CUSTOMER: Marshall Harris, Esq
Broad And Cassel
390 N. Orange Avenue
Suite 1100
Orlando, FL 32801

ARTICLES OF MERGER

OLDSWOOD TWO, INC.

INTO

OLDSWOOD, INC.

97 JAN -3 PM 4:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

X _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Gail L. Shelby

EXAMINER'S INITIALS: *[Signature]*

ARTICLES OF MERGER
of
OLDSWOOD, INC.
(a Florida corporation)
and
OLDSWOOD TWO, INC.
(a Florida corporation)

97 JAN -3 PM 4:23
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), OLDSWOOD, INC., a Florida corporation ("Oldswood"), and OLDSWOOD TWO, INC., a Florida corporation ("Oldswood Two"), hereby file these Articles of Merger providing as follows:

1. Plan of Merger. Attached as Exhibit A hereto is a copy of the Agreement and Plan of Merger dated as of December 12, 1996 between Oldswood and Oldswood Two setting forth the plan of merger for the merger of Oldswood Two with and into Oldswood (the "Plan of Merger").
2. Adoption of Plan of Merger. The Plan of Merger was adopted and approved in accordance with the provisions of Section 607.1103 of the Act by the unanimous written consent of the directors and shareholders of each of Oldswood and Oldswood Two on December 12, 1996.
3. Effective Time. The merger of Oldswood Two with and into Oldswood in accordance with the Plan of Merger is to become effective as of the date on which these Articles of Merger are filed by the Secretary of State of Florida.


IN WITNESS WHEREOF, these Articles of Merger have been duly executed on behalf of each of OLDSWOOD, INC. and OLDSWOOD TWO, INC. by their respective duly authorized officers, as of the 13TH day of December, 1996.

OLDSWOOD, INC.

By: 
Michael L. Green, President

OLDSWOOD TWO, INC.

By: 
Michael L. Green, President

EXHIBIT 

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 18th day of December, 1996, by MICHAEL L. GREEN, as President of OLDSWOOD, INC., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ as ~~identification~~ and did not take an oath, and acknowledged to me and before me that he executed these Articles of Merger on behalf of said corporation.

SUSAN MARLETTE
Notary Public, State of Florida
My Comm. expires April 19, 1997
Comm. No. CC278020

(Notary Stamp/Seal)

Susan Marlette
Name:
Notary Public
State of Florida

My Commission Expires: April 19, 1997

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 18th day of December, 1996 by MICHAEL L. GREEN, as President of OLDSWOOD TWO, INC., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ as ~~identification~~ and did not take an oath, and acknowledged to me and before me that he executed these Articles of Merger on behalf of said corporation.

SUSAN MARLETTE
Notary Public, State of Florida
My Comm. expires April 19, 1997
Comm. No. CC278020

(Notary Stamp/Seal)

Susan Marlette
Name:
Notary Public
State of Florida

My Commission Expires: April 19, 1997

AGREEMENT AND PLAN OF MERGER

between
OLDSWOOD, INC.
(a Florida corporation)
and
OLDSWOOD TWO, INC.
(a Florida corporation)

This Agreement and Plan of Merger is made and entered into as of December 19th, 1996 between OLDSWOOD, INC., a Florida corporation ("Oldswood") and OLDSWOOD TWO, INC., a Florida corporation ("Oldswood Two").

In consideration of the mutual covenants set forth in this Agreement and Plan of Merger, Oldswood and Oldswood Two hereby covenant and agree as follows:

1. In accordance with the provisions of this Agreement and Plan of Merger, and the provisions of the Florida Business Corporation Act (the "Act"), at the Effective Time (as defined below), Oldswood Two shall be merged with and into Oldswood (the "Merger"), the separate corporate existence of Oldswood Two shall cease, and Oldswood (the "Surviving Corporation") shall continue its corporate existence pursuant to the laws of the State of Florida under its present name. (Oldswood Two and Oldswood are sometimes hereinafter collectively referred to as the "Constituent Corporations.")

2. The Merger shall become effective on and as of the date Articles of Merger in the form attached as Exhibit A hereto are filed with the Secretary of State of Florida (the "Effective Time") in accordance with the applicable provisions of the Act.

3. As of the Effective Time, the Surviving Corporation shall possess and retain every interest in all assets and property of every description of the Constituent Corporations, and all rights, privileges, immunities, powers, franchises and authorities of a public or private nature of each of the Constituent Corporations shall be vested in the Surviving Corporation, without further act or deed. Title to and all interests in any and all real, personal and intangible property and assets vested in either of the Constituent Corporations shall not revert or in any way be impaired by reason of consummation of the Merger.

4. At the Effective Time, all obligations and liabilities of each of the Constituent Corporations shall be deemed obligations and liabilities of the Surviving Corporation without further act or deed upon consummation of the Merger and the Surviving Corporation shall be liable for all such obligations and liabilities of each of the Constituent Corporations outstanding as of the Effective Time.

5. At the Effective Time, as a result of the Merger and without any further action on the part of the Constituent Corporations or otherwise:

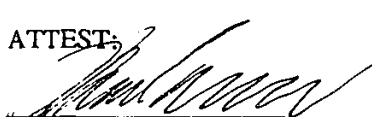
(a) The Articles of Incorporation of Oldswood in effect immediately prior to the Effective Time shall continue in effect and shall be the Articles of Incorporation of the Surviving Corporation, without change.

(b) Each issued and outstanding share of the capital stock of Oldswood Two shall be cancelled and converted into common stock of Oldswood at the conversion rate of 1.1222 shares of common stock of Oldswood for each share of common stock of Oldswood Two. *1.1253 only*

6. This Agreement and Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed on behalf of each of OLDSWOOD, INC. and OLDSWOOD TWO, INC. by their respective duly authorized officers, all as of the date and year first above stated.

ATTEST:

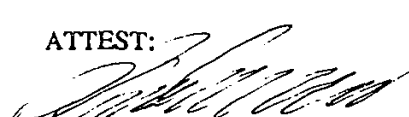

Philip F. Wood, Secretary

OLDSWOOD, INC.

By:

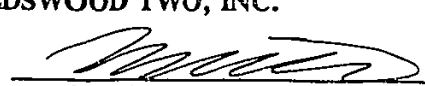

Michael L. Green, President

ATTEST:


Philip F. Wood, Secretary

OLDSWOOD TWO, INC.

By:


Michael L. Green, President