



Leasing Associates

Priority Mail

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

S95635

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-10/03/97--01014--015  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

We are in the process of merging LAI FL, INC., a Florida corporation, and LEASING ASSOCIATES, INC.-H1, a Nevada corporation. LEASING ASSOCIATES, INC.-H1 will be the surviving corporation. Enclosed are the following documents:

1. Articles of Merger of LAI FL, INC. into and with LEASING ASSOCIATES, INC.-H1;
2. Plan and Agreement of Reorganization by Merger of LAI FL, INC., a Florida corporation with and into LEASING ASSOCIATES, INC.-H1, a Nevada corporation; and
3. Check in the amount of \$70.00 representing filing fees.

Please provide the appropriate certificate and return it to me at the address below.

Thank you for your assistance.

Sincerely,

LEASING ASSOCIATES, INC.-H1


  
James R. Foutch, Attorney  
Assistant Secretary

JRF/ew  
Enc.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

97 OCT -3 AM 9:22

APPROVED  
AND  
FILED

  
S95635-  
Merger  
10-3-97  
16 PG

**ARTICLES OF MERGER  
Merger Sheet**

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**MERGING:**

**LAI FL, INC., A Florida corporation, document #S95635**

**INTO**

**LEASING ASSOCIATES, INC.H1, a Nevada corporation not qualified in Florida.**

**File date: October 3, 1997**

**Corporate Specialist: Carol Mustain**

**ARTICLES OF MERGER  
OF LAI FL, INC.  
INTO AND WITH  
LEASING ASSOCIATES, INC.-HI**

Pursuant to the Corporate Statutes of the State of Nevada, each of the undersigned corporations adopts the following ARTICLES OF MERGER for the purpose of merging them into one such corporation:

1. The attached Plan and Agreement of Merger has been approved unanimously by all the directors and shareholders of the each corporation;
2. LAI FL, INC. shall merge with and into LEASING ASSOCIATES, INC.-HI which shall be the Surviving Corporation;
3. As to each undersigned corporation, the shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class or such plan are as follows:

CORPORATION	NUMBER OF SHARES	CLASS DESCRIPTION	NUMBER
LEASING ASSOCIATES, INC.-HI	1,000	COMMON	1,000
LAI FL, INC.	1,000	COMMON	1,000

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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APPROVED  
FILED

CORPORATION	NUMBER OF SHARES		CLASS	VOTED FOR	VOTED AGAINST
	TOTAL VOTING	TOTAL VOTED AGAINST			
LEASING ASSOCIATES, INC.-HI	1,000	NONE	COMMON	1,000	NONE
LAI FL, INC.	1,000	NONE	COMMON	1,000	NONE

4. The Merger shall be effective as of the date these Articles of Merger are approved for filing by Secretary of State of the State of Nevada on September 30, 1997 whichever is later.

DATED: September 26, 1997

LEASING ASSOCIATES, INC.-HI

BY: Michael Nachman  
MICHAEL NACHMAN,  
PRESIDENT

LAI FL, INC.

BY: Michael Nachman  
MICHAEL NACHMAN,  
PRESIDENT

**PLAN AND AGREEMENT OF REORGANIZATION BY MERGER  
OF LAI FL, INC., A FLORIDA CORPORATION  
WITH AND INTO LEASING ASSOCIATES, INC.-H1, A NEVADA  
CORPORATION**

This Plan and Agreement made as of the 30<sup>th</sup> day of September, 1997, between LAI FL, INC., a Florida corporation, (herein sometimes called the "Merged Corporation") and a majority of directors thereof, and Leasing Associates, Inc.-H1, a Nevada corporation (herein sometimes referred to as the "Surviving Corporation") and a majority of the directors thereof.

WHEREAS, Merged Corporation desires to merge into and with the Surviving Corporation under the laws of the State of Nevada and pursuant to the Internal Revenue Code; and

WHEREAS, the parties hereto desire that the business and operations of Merged Corporation after the reorganization contemplated hereby be continued, along with its existing business, by the Surviving Corporation; and

WHEREAS, the Merged Corporation has an authorized capital stock consisting of 1,000 shares of common stock, no par value, of which 1,000 shares have been duly issued and are now outstanding; and

WHEREAS, the principal office at the Merged Corporation in the State of Florida is located at 790 East Broward Blvd., Suite 301, Ft. Lauderdale, Florida 33301, and Ed Cook is the agent in charge thereof upon whom process against Merged Corporation may be served within the State of Texas; and

WHEREAS, the Surviving Corporation has an authorized capital stock consisting of 1,000 shares of common stock, no par value, of which 1,000 shares have been duly issued and are now outstanding; and

WHEREAS, the principal office of the Surviving Corporation in the State of Nevada is located at One East First Street, Reno, Washoe County, Nevada 89501, and The Corporation Trust Company of Nevada is the agent in charge thereof upon whom process against the Surviving Corporation may be served within the State of Nevada and the principal operating office is LEASING ASSOCIATES, INC.-H1, 3101 Smith Street, Houston, Texas, Attention: Michael Nachman; and

WHEREAS, the Boards of Directors and Shareholders of the Merged Corporation and the Surviving Corporation, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that the Merged Corporation merge with the Surviving Corporation under and pursuant to the provisions of Article 78.450, et seq, of the Nevada Civil Statutes.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

## **ARTICLE 1 PLAN OF REORGANIZATION**

1.01 Plan Adopted. A plan of reorganization of LAI FL, INC., a Florida corporation, and Leasing Associates, Inc.-H1, a Nevada corporation, pursuant to the provisions of the Nevada Civil Statutes, and of the Internal Revenue Code, is adopted as follows:

- (1) LAI FL, INC., a Florida corporation shall be merged with and into Leasing Associates, Inc.-H1, a Nevada corporation to exist and be governed by the laws of the State of Nevada.
- (2) The name of the surviving corporation shall be Leasing Associates, Inc.-H1;

- (3) When this Agreement shall become effective, the separate existence of LAI FL, INC., the Florida corporation shall cease and Leasing Associates, Inc.-H1, the Nevada corporation shall succeed, without other transfer, to all the rights and property of LAI FL, INC., except those assets, if any, previously assigned to others, and shall be subject to all debts and liabilities of such Merged Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of each constituent corporation shall be preserved, unimpaired, limited in lien to the property affected by such liens immediately prior to the merger.
- (4) The Surviving Corporation will carry on business with the assets of Merged Corporation as well as with the assets of Leasing Associates, Inc.-H1, a Nevada corporation.
- (5) The authorized capital stock of the California corporation following the "Effective Date" (as herein defined) shall be 1,000 shares of common stock, no par value, unless and until same shall be changed in accordance with the laws of the State of Nevada.
- (6) The shareholders of Merged Corporation will surrender all of their shares in Surviving Corporation in the manner hereinafter set forth.
- (7) The Surviving Corporation will not issue additional shares of its common stock. LEASING ASSOCIATES, INC. the sole stockholder of both the Surviving Corporation and the Merged Corporation will surrender its shares;
- (8) Forthwith upon the Effective Date, each of the 1,000 shares of the common stock of the Merged Corporation presently issued and outstanding shall be retired, and no shares of common stock or other securities of the Surviving Corporation shall be issued in respect thereof.

- (9) Forthwith upon the Effective Date, all shares of common stock of the Surviving Corporation on held in the treasury of the Merged Corporation on the Effective Date, if any, shall be retired and no shares of common stock or any other securities of the Surviving Corporation shall be issued in respect thereof.

1.02. Effective Date. This Plan and Agreement of Reorganization by Merger shall become effective immediately upon compliance with the laws of the States of Nevada the time of such effectiveness being herein called the "Effective Date."

## **ARTICLE II**

### **ARTICLES OF SURVIVING CORPORATION**

2.01. The articles of Surviving Corporation as existing on the Effective Date of the merger, attached hereto as Exhibit "A" and incorporated herein by reference, shall continue in full force as the articles of the Surviving Corporation until altered, amended or repealed as provided therein or as provided by law. Such articles shall constitute the Articles of Incorporation of the Surviving Corporation separate and apart from this Plan and Agreement of Reorganization by Merger, and may be separately certified as the Articles of Incorporation of the Surviving Corporation. The power to amend or repeal said Articles of Incorporation is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation or herein upon any shareholder, director or officer of the Surviving Corporation or upon any other person whomsoever, are subject to this reserved power.

## **ARTICLE III**

### **BYLAWS**

3.01. The bylaws of the Surviving Corporation as existing on the Effective Date of this merger shall continue in full force and effect as the bylaws of the Surviving Corporation until altered, amended or repealed as provided therein or as provided

by law.

#### **ARTICLE IV CONVERSIONS OF OUTSTANDING STOCK**

4.01. Leasing Associates, Inc., a Nevada corporation, (the "sole shareholder") is the sole shareholder of both the Merged Corporation and the Surviving Corporation. The sole shareholder elects that no additional shares in the Surviving Corporation in exchange for the shares of the Merged Corporation.

#### **ARTICLE V REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

5.01. As a material inducement to Surviving Corporation to execute this plan and perform its obligations hereunder, the Merged Corporation hereby represents and warrants to the Surviving Corporation as follows:

- (1) The Merged Corporation is a duly organized validly existing Corporation in good standing under the laws of the State of Nevada, with corporate power and authority to own property and carry on its business as it is now being conducted. Merged Corporation is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and businesses transacted.
- (2) Merged Corporation has an authorized capitalization of \$1,000 divided into 1,000 shares of common stock each of no par value, of which on the date hereof 1,000 shares are validly issued and outstanding, fully paid and non-assessable. All such shares are registered in the name of LEASING ASSOCIATES, INC..



- (3) Merged Corporation has furnished Surviving Corporation with the unaudited balance sheet of Merged Corporation for the fiscal year which ended August 31, 1997. Such financial statements were prepared in accordance with generally accepted accounting principle applied on a consistent basis, and they fairly present the financial condition of the Surviving Corporation as of such date and the results of its operations for the period covered.
- (4) All required federal, state and local tax returns of Merged Corporation have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by such returns have been paid.

5.02. As material inducement to the Merged Corporation to execute this plan and perform its obligations hereunder, the Surviving Corporation represents and warrants to the Merged Corporation as follows:

- (1) The Surviving Corporation, is a Corporation duly organized validly existing and in good standing under the laws of the State of Nevada, with corporate power and authority to own property and carry on the business of the Merged Corporation after consummation of the merger contemplated hereby.
- (2) Surviving Corporation has an authorized capitalization of 1,000 shares of no par value common stock. As of the date of this plan, there are 1,000 outstanding shares of such stock all validly issued and outstanding, fully paid and non-assessable. All such shares are registered in the name of LEASING ASSOCIATES, INC..

## **ARTICLE VI COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

### **6.01. Interim Conduct of Business; Limitations.**

(1) Except as limited by sub-paragraph (2) of this paragraph 6.01, pending consummation of the merger contemplated hereby, each of the constituent corporations will carry on its business in substantially the same manner as heretofore, and will use its best efforts to maintain its business organizations intact, to retain its present employees, and to maintain its relationships with suppliers and others having business relations with it except as may otherwise be required by Internal Revenue Code.

(2) Except with prior consent of Surviving Corporation, pending consummation of the merger, Merged Corporation shall not: (a) declare or pay any dividend or make any other distribution on its shares; (b) create or issue any indebtedness for borrowed money other than those involved in carrying on its business in the ordinary course of business.

6.02. Submission to Shareholders and Filing. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the States of Nevada for approval.

6.03. Conditions Precedent to Obligations. Except as may be expressly waived in writing by Merged Corporation, all of the obligations of Merged Corporation are subject to the satisfaction, prior to or on the effective date, of each of the following conditions:

(1) The representations and warranties made by Surviving Corporation to Merged Corporation in Article 5.02 hereof shall be deemed to have been made again on the Effective Date and shall be then true and correct in all material respects, and Merged Corporation shall not have discovered any material error, misstatement, or omission therein.

(2) Surviving Corporation shall have delivered to Merged Corporation a

certificate dated the Effective Date executed in its corporate name by its President or any Vice President certifying that: (a) Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada with all the rights, and capitalization as set forth in this Agreement; (b) the execution, delivery and performance of this Agreement by Surviving Corporation has been duly authorized and approved by requisite corporate action by Surviving Corporation and this Agreement has been duly executed and delivered by Surviving Corporation.

(3) Surviving Corporation shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by its prior to or on the Effective Date.

6.04. Conditions Precedent to Obligations of Merged Corporation. Except as may be waived in writing by Surviving Corporation, all of the obligations of Merged Corporation herein are subject to fulfillment, prior to or at the Effective Date, of each of the following conditions.

(1) Representations and warranties of Merged Corporation in this Agreement and in any document delivered pursuant hereto shall be deemed to have been made again on the effective date and shall then be true and correct, and Surviving Corporation shall not have discovered any material error, misstatement or omission therein.

(2) Merged Corporation shall have performed and complied with all agreement or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(3) Merged Corporation shall have delivered to Surviving Corporation a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of Merged Corporation and certifying that: (a)

Merged Corporation is a duly and validly organized and existing corporation in good standing under the laws of the State of Nevada, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction wherein failure to so qualify would materially and adversely affect the business, properties or prospects of Merged Corporation; (b) this Agreement and the instruments delivered to Surviving Corporation under this Agreement have been duly and validly executed and delivered by Merged Corporation, and constitute the valid and binding obligations of Merged Corporation, enforceable in accordance with their terms, except as limited by the laws of bankruptcy and insolvency.

## **ARTICLE VII BOOK ENTRIES**

7.01. The merger contemplated hereby shall be treated as a pooling of interest as of the Effective Date, entries shall be made upon the books of the Surviving Corporation in accordance with the following:

(1) The assets and liabilities of the Surviving Corporation shall be recorded at the amounts at which they are carried on the books of the Surviving Corporation immediately prior to the Effective Date, with appropriate adjustment to reflect the retirement of 1,000 shares of common stock of the Surviving Corporation presently issued and outstanding.

(2) There is to be credited to the capital account of Surviving Corporation the Aggregate amount of the par value per share of all the common stock of the Surviving Corporation resulting from the conversion of the outstanding common shares of the Surviving Corporation.

(3) There is to be credited to the capital account of the Surviving Corporation

an amount equal to that carried on the capital surplus account of the Merged Corporation immediately prior to the Effective Date.

(4) There shall be credited to earned surplus account of Surviving Corporation an amount equal to that carried on the earned surplus account of the Merged Corporation immediately prior to the Effective Date.

## **ARTICLE VIII DIRECTORS AND OFFICERS**

### **8.01 Directors and Officers of Survivors.**

(1) The present Board of Directors of Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until such time as their successors have been elected and qualified.

(2) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date, such vacancy may be filled by the Board of Directors of such company as provided by the Bylaws of such Company.

(3) All persons who, at the Effective Date shall be executive or administrative officers of Surviving Corporation shall remain as officers of such Surviving Corporation until the Board of Directors of same shall otherwise determine. The Board of Directors of the Surviving Corporation may elect or appoint such additional officers as it may determine.

## **ARTICLE IX NATURE AND SURVIVAL OF WARRANTIES**

9.01. All statements contained in any memorandum, certificate, letter, document or

other instrument delivered by or on behalf of Surviving Corporation, Surviving Corporation or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by such parties, respectively, to each other under this Agreement. The covenants, representations and warranties of the parties and stockholders shall survive the Effective Date.

## **ARTICLE X TERMINATION**

10.1. This Plan and Agreement of Reorganization by Merger may be terminated and abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Date, whether before or after approval by the shareholders of the two corporate parties hereto.

10.2. This Agreement may also be terminated and the merger herein provided for be abandoned at any time prior to the Effective Date of this merger at the election of the Boards of Directors of either constituent corporation if (1) the number of shareholders of either constituent corporation, or both dissenting from the merger, shall be so large as to make the merger, in the opinion of either such Board of Directors, inadvisable or undesirable; (2) any material litigation or proceeding shall be instituted or threatened against either of the constituent corporations or any of its assets which, in the opinion either such Board of Directors, renders the merger inadvisable or undesirable; (3) any legislation shall be enacted in which, in the opinion of either such Board of Directors, renders the merger inadvisable or undesirable; (4) between the date of this Agreement and the Effective Date of the merger there shall have been, in the opinion of either such Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation; (5) if the Commissioner of Internal Revenue shall have ruled, in substance, that for federal income tax purposes the merger will not qualify as a reorganization under the Internal Revenue Code, or that gain or loss will be recognized to the shareholders of Merged Corporation on the exchange of their common stock for stock of the Surviving Corporation.

## **ARTICLE XI INTERPRETATION AND ENFORCEMENT**

11.1. Further Assurances. Surviving Corporation hereby agrees that from time to time, as and when required by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, it will take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in, or conform of record or otherwise to, the Surviving Corporation entitled to and possession of all the property, rights, privileges, powers, and franchises referred to in Article I hereof, and otherwise to carry out the intents and purposes of this Agreement.

11.02. Notices. Any notice or other communication required or permitted hereunder shall be properly given when deposited in the United States mail for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegram company for transmittal, charges, prepaid, addressed as follows:

(1) In the case of Merged Corporation to: LAI FL, INC., Attention: Michael Nachman, 3101 Smith Street, Houston, TX 77006, or to such other person or address as Surviving Corporation may from time to time furnish to Surviving Corporation.

(2) In the case of Surviving Corporation to: Leasing Associates, Inc.-H1, c/o The Corporate Trust Company of Nevada, One East First Street, Reno, NV 89501, or to such other person or address as Surviving Corporation may from time to time furnish to Surviving Corporation.

11.03. Entire Agreement: Counterparts. This Agreement and the Exhibits hereto contain the entire Agreement between the parties with respect to the transaction contemplated hereby. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only

one in the same instrument.

Executed on the 26 day of Sept, 1997.

**LEASING ASSOCIATES, INC.-H1**

Michael Nachman

**Michael Nachman, President**

**LAI FL, INC.**

Michael Nachman

**Michael Nachman, President**