

Document Number Only

V52312

C T CORPORATION SYSTEM / Melanie Strickland

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City State Zip Phone

CORPORATION(S) NAME

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Merger

West Capital - Nevada, Inc.
merged
West Capital, Inc.

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Fict. Filing | <input type="checkbox"/> Change of PA |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Fict. Filing Cancel | <input type="checkbox"/> UCC-1 |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem |
| <input type="checkbox"/> Certified Copy | <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> After 4:30 | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

99 DEC - 8 PM 4:44
FILED
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Name	11/8/99
Availability	
Document Examiner	ADR
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Verifier	
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Thanks, Melanie

DEC - 8

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99 DEC - 8 AM 11:31
STATE OF FLORIDA
SECRETARY OF STATE

ARTICLES OF MERGER
Merger Sheet

MERGING:

WEST CAPITAL, INC., a Florida corporation V52312

,

INTO

WEST CAPITAL-NEVADA, INC., a Nevada corporation not qualified in Florida.

File date: December 8, 1999

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER
(Profit Corporations)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation :

<u>Name</u>	<u>Jurisdiction</u>
West Capital-Nevada, Inc.	Nevada

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
West Capital, Inc.	Florida



Third: The Plan of Merger is attached

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Plan of Merger was adopted by the board of directors of the surviving corporation on October 15, 1999, and shareholder approval was not required.

Sixth: The Plan of Merger was adopted by the board of directors of the merging corporation(s) on July 28, 1999, and shareholder approval was not required.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
West Capital, Inc.		William J. West, President
West Capital-Nevada, Inc.		William J. West, President

PLAN OF MERGER
(Non Subsidiaries)

The following Plan of Merger is submitted in compliance with section 607.1101.F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>West Capital-Nevada, Inc.</u>	<u>Nevada</u>

Second: The name and jurisdiction of each **merging** corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>West Capital, Inc.</u>	<u>Florida</u>

Third: The terms and conditions of the merger are set forth in the Agreement and Plan of Merger attached as Exhibit "A".

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are set forth in Paragraph 4 of the Agreement and Plan of Merger attaced at Exhibit "A".

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made this 29th day of July, 1999, by and between West Capital, Inc., a Florida corporation ("West Capital"), and West Capital-Nevada, Inc., a Nevada corporation ("WCN").

RECITALS

- A. West Capital has issued and outstanding 500 shares of common stock, no par value.
- B. WCN has issued and outstanding 500 shares of common stock, no par value.
- C. The Boards of Directors of West Capital and WCN, respectively, deem it desirable and in the best interests of the corporations and their shareholders for West Capital to merge into WCN, and the corporations desire to effectuate an merger under Florida and Nevada law in accordance with the "F" reorganization requirements of Internal Revenue Code §368(a)(1)(f).

NOW THEREFORE, in consideration of the forgoing premises and the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. Merger. Each of West Capital and WCN is a "Constituent Corporation." West Capital and WCN will effect a merger of the Constituent Corporations upon the terms and conditions contained in this Agreement.
- 2. Date of the Merger. Prior to January 1, 2000, West Capital will merge with and into WCN. On the same day, the parties will file Articles of Merger with the Secretary of State of Florida and Nevada. The merger will be effective upon the filing of the Articles of Merger with the Secretary of State of Florida or Nevada, whichever is later (the "Effective Date").
- 3. Effect of the Merger. On the Effective Date:
 - (a) West Capital will cease to exist as a separate corporation and it will be merged into WCN, except as continued by operation of law;
 - (b) WCN will continue to exist as the "Surviving Corporation" under the name "West Capital-Nevada, Inc.";
 - (c) Without further transfer or assignment, the Surviving Corporation will succeed to and possess all the rights, privileges, immunities, powers and purposes of each of the Constituent Corporations;
 - (d) All of the property of the Constituent Corporations, real and personal (including, without limitation, leasehold interests), will vest in the Surviving Corporation without further act or deed;

EXHIBIT

A

- (e) The Surviving Corporation will assume and be liable for all the liabilities, obligations, and penalties of each of the Constituent Corporations;
- (f) The merger will not impair any liability or obligation due or to become due, or any claim or demand, against either Constituent Corporation;
- (g) No action or proceeding, civil or criminal, pending by or against either Constituent Corporation or any shareholder, officer or director of either Constituent Corporation, will abate or be discontinued by reason of the merger, but may be enforced, prosecuted, settled or compromised as if the merger had not occurred, except that the Surviving Corporation may be substituted in any action in place of either Constituent Corporation;
- (h) The merger will have the effect provided for in the Nevada Revised Statutes and Florida Statutes..

4. Conversion of Securities.

- (a) On the Effective Date, each issued and outstanding share of West Capital, and all rights with respect thereto, will be converted into, and be exchanged for, one fully paid and non-assessable share of WCN. After presentation for surrender to WCN (or its agent) of the West Capital certificate(s), each holder of common shares of West Capital will be entitled to the certificate(s) of WCN shares to which the holder is entitled based on the exchange ratio provided above.
- (b) Immediately before the Effective Date, any and all of the treasury shares of each Constituent Corporation will be canceled, with no payment being made for those treasury shares.

5. Corporate Matters of Surviving Corporation.

- (a) The Articles of Incorporation of WCN, as they exist on the Effective Date, will be the Articles of Incorporation of the Surviving Corporation, until amended in accordance with the Articles and with Nevada law.
- (b) The Code of Regulations of WCN, as they exist on the Effective Date, will be the Code of Regulations of the Surviving Corporation, until amended in accordance with the Articles and with Nevada law.
- (c) The first annual meeting of the shareholders of the Surviving Corporation held after the Effective Date will be the next annual meeting provided for in the Code of Regulations of the Surviving Corporation.

- (d) The initial Board of Directors of the Surviving Corporation will be the following persons, who will serve until their successors are duly elected and qualified:

Kenneth W. West
William J. West

- (e) The first meeting of the Board of Directors of the Surviving Corporation will be held as soon as practicable after the Effective Date and will be called as provided for in the Code of Regulations of the Surviving Corporation.
- (f) All persons who are officers of WCN will continue in their respective positions with the Surviving Corporation after the Effective Date, until the Board of Directors of the Surviving Corporation elects their successors.
- (g) All persons who are officers of West Capital will cease to be officers as of the Effective Date, except as necessary to execute instruments necessary to effectuate the merger. This section does not prohibit the Board of Directors of the Surviving Corporation from appointing the former officers of West Capital to positions within the Surviving Corporation.

6. Approval of Agreement. This Agreement is not required to be submitted to the shareholders of each Constituent Corporation for their approval under either Florida or Nevada law, and as such will not be submitted to the shareholders for approval.

7. Further Assurances. After the Closing Date and upon the reasonable request of the Surviving Corporation, the officers and directors of West Capital must execute and deliver all instruments, deeds, assignments, and other documents necessary to vest, perfect, or confirm in the Surviving Corporation its rights, title or interest in, to, or under any of the rights, properties, or assets of West Capital acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the merger, or otherwise carry out the purposes of this Agreement and the merger. If the officers or directors of West Capital unreasonably fail to comply with the previous sentence, then they will be deemed to have granted an irrevocable power of attorney to the officers and directors of the Surviving Corporation for purposes of complying with this section.

8. Termination. This Agreement may be terminated at any time on or before the filing of the Certificate of Merger by action of the Board of Directors of either Constituent Corporation.

9. Amendments. This Agreement may be amended only by a writing signed by each Constituent Corporation after approval of the amendment by the Board of Directors of each Constituent Corporation. Notwithstanding the above, after approval of the Agreement by the shareholders of either Constituent Corporation, this Agreement may not be amended in a manner such that the amendment would violate Florida or Nevada law.

10. Governing Law. This Agreement will be governed by Nevada law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WEST CAPITAL, INC.

WEST CAPITAL-NEVADA, INC.

By: _____
William J. West, President

By: _____
William J. West, President

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