

P97000108964



ACCOUNT NO. : 072100000032
 REFERENCE : 738314 4806273
 AUTHORIZATION : *Patricia P...*
 COST LIMIT : \$ 70.00

FILED
 98 MAR 12 PM 4:04
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

ORDER DATE : March 12, 1998
 ORDER TIME : 3:0 PM
 ORDER NO. : 738314-005
 CUSTOMER NO: 4806273

CUSTOMER: Ms. Karina Canedy
 Brown & Bain
 2901 North Central Avenue
 Phoenix, AZ 85012

000002455890--0

ARTICLES OF MERGER

WINDFALL VENTURES, INC.
 INTO
 WINDFALL VENTURES, INC.

RECEIVED
 98 MAR 12 PM 3:26
 DIVISION OF CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Cassandra Bryant
 EXAMINER'S INITIALS:

re: date of adoption

O.K. Per Susan

3/18
[Signature]
merger

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

WINDFALL VENTURES, INC., an Arizona corporation, not qualified in Florida

INTO

WINDFALL VENTURES, INC., a Florida corporation, P97000108964.

File date: March 12, 1998

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 70.00



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 13, 1998

CSC
CASSANDRA
TALLAHASSEE, FL

SUBJECT: WINDFALL VENTURES, INC.
Ref. Number: P97000108964

RESUBMIT
Please give original
submission date as file date.

We have received your document for WINDFALL VENTURES, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

The second page of "Appendix A" is not acceptable for imaging, please replace this page with a better copy.

Please include a copy in addition to the original if you wish to receive a file stamped copy.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Joy Moon-French
Corporate Specialist

Letter Number: 098A00013745

RECEIVED
98 MAR 17 PM 3:30
DIVISION OF CORPORATION

**ARTICLES OF MERGER
MERCING
WINDFALL VENTURES, INC., an Arizona corporation
WITH AND INTO
WINDFALL VENTURES, INC., a Florida corporation**

FILED
98 MAR 12 PM 4: 04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1107 of the Florida Business Corporation Act
and Section 10-1107 of the Arizona Business Corporation Act

The undersigned, being the President and Secretary of Windfall Ventures, Inc., a Florida corporation, organized and existing under and by virtue of the Florida Business Corporation Act and Windfall Ventures, Inc., an Arizona corporation, organized and existing under and by virtue of the Arizona Business Corporation Act, DO HEREBY CERTIFY AS FOLLOWS:

FIRST: that the name and state of incorporation of each of the corporations in the merger is as follows:

<i>Name</i>	<i>State of Incorporation</i>
Windfall Ventures, Inc.	Florida
Windfall Ventures, Inc.	Arizona

SECOND: that an Agreement of Merger dated as of January 30, 1998 (the "Merger Agreement"), between Windfall Ventures, Inc., a Florida corporation, and Windfall Ventures, Inc., an Arizona corporation, was approved, adopted, certified, executed, and acknowledged by both corporations in accordance with Sections 607.1101 and 607.1103 of the Florida Business Corporation Act and Sections 10-1101 and 10-1103 of the Arizona Business Corporation Act.

THIRD: that all outstanding shares of Windfall Ventures, Inc., an Arizona corporation, were cast in favor of the Merger Agreement. No shares have been issued for the Florida corporation.

FOURTH: that Windfall Ventures, Inc., a Florida corporation, shall be the surviving corporation (the "Surviving Corporation") and shall be referred to as "Windfall Ventures, Inc."

FIFTH: that the Articles of Incorporation of Windfall Ventures, Inc., a Florida corporation, shall be the Articles of Incorporation of the Surviving Corporation.

SIXTH: that the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

4021 Gulf Shore Boulevard, #1803
Naples, Florida 34103

SEVENTH: that a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request, and without cost, to any stockholder of Windfall Ventures, Inc., an Arizona corporation.

EIGHTH: that the name and address of the statutory agent of the Surviving Corporation is:

Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

NINTH: that as part of the merger, each of the issued and outstanding shares of Common Stock of Windfall Ventures, Inc., an Arizona corporation, shall be retired and no shares or rights to acquire shares of Windfall Ventures, Inc., an Arizona corporation, shall be converted into shares, obligations, or other securities of the Surviving Corporation.


IN WITNESS WHEREOF, Windfall Ventures, Inc., a Florida corporation, and Windfall Ventures, Inc., an Arizona corporation, has caused these Articles of Merger to be signed by Catherine LaFay, President, and Gary LaFromboise, Secretary, and attested by Joseph M. LaFromboise, Vice President, this 30th day of January, 1998.


WINDFALL VENTURES, INC., an Arizona corporation

By: Catherine A. LaFay
Catherine LaFay, President

By: Gary M. LaFromboise
Gary LaFromboise, Secretary

WINDFALL VENTURES, INC., a Florida corporation

By: 
Catherine LaFay, President

By: 
Gary LaFromboise, Secretary

Attest:

By: 
Joseph M. LaFromboise, Vice President

**PLAN AND AGREEMENT OF MERGER OF
WINDFALL VENTURES, INC., an Arizona corporation
INTO
WINDFALL VENTURES, INC., a Florida corporation**

AGREEMENT OF MERGER made this 30th day of January, 1998 between Windfall Ventures, Inc., an Arizona corporation, (the "First Company"), and Windfall Ventures, Inc., a Florida corporation, (the "Second Company").

WHEREAS, the First Company has authorized capital stock consisting of 10,000 shares of common stock with no par value, of which 1,000 shares have been duly issued and are now outstanding, and

WHEREAS, the Second Company has an authorized capital stock consisting of 10,000 shares of common stock with no par value, of which no shares have been issued, and

WHEREAS, the Board of Directors of the First Company and the Second Company, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that the First Company merge with the Second Company under and pursuant to the provisions of the Arizona Business Corporation Act and of the Florida Business Corporation Act.

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

1. **MERGER.** The First Company shall be and it hereby is merged into the Second Company.

1. **EFFECTIVE DATE.** This Agreement of Merger shall become effective immediately upon compliance with the laws of the states of Arizona and Florida, the time of such effectiveness being hereinafter called the Effective Date.

2. **SURVIVING CORPORATION.** The Second Company shall survive the merger herein contemplated and shall continue to be governed by the laws of Florida. The separate corporate existence of the First Company shall cease forthwith upon the Effective Date.

3. **AUTHORIZED CAPITAL.** The Authorized capital stock of the Second Company following the Effective Date shall remain 10,000 shares of Common Stock with no par value, unless and until the same shall be changed in accordance with the laws of the State of Florida.

4. **CERTIFICATE OF INCORPORATION.** The Articles of Incorporation set forth as Appendix A hereto shall be the Articles of Incorporation of the Second Company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved,

and all rights or powers of whatsoever nature conferred in such Articles of Incorporation or herein upon any shareholder or director or officer of the Second Company. Such Articles of Incorporation shall constitute the Articles of Incorporation of the Second Company separate and apart from this Agreement of Merger and may be separately certified as the Articles of Incorporation of the Second Company.

5. **BYLAWS.** The Bylaws of the Second Company as they exist on the Effective Date shall be the Bylaws of the Second Company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of the Second Company immediately after the effective time of the merger shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Second Company immediately prior to the effective time of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

7. **FURTHER ASSURANCE OF TITLE.** If at any time the First Company shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Second Company any right, title, or interest of the First Company held immediately prior to the Effective Date, the First Company and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Second Company as shall be necessary to carry out the purposes of this Agreement of Merger, and the Second Company and the proper officers and directors thereof are fully authorized to take any and all such action in the name of the First Company or otherwise.

8. **CONVERSION OF OUTSTANDING STOCK.** Forthwith upon the Effective Date, each of the issued and outstanding shares of Common Stock of the First Company and all rights in respect thereof shall be retired and no shares of Common Stock of the First Company shall be converted into shares of the Second Company. The holders of certificates for shares of the First Company shall be required to immediately surrender them upon the date of this Agreement.

9. **RIGHTS AND LIABILITIES OF SECOND COMPANY.** At and after the effective time of the merger, the Second Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to the First Company of whatever account shall be vested in the Second Company; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of the Second Company as they were of the respective parties hereto; the title to any real estate vested by deed or

otherwise in the First Company shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Second Company; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Second Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and the Second Company shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

10. BOOK ENTRIES. The merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date entries shall be made upon the books of the Second Company in accordance with the following:

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

(b) There shall be credited to the Capital Surplus Account an amount equal to that carried on the Capital Surplus Account of the First Company immediately prior to the Effective Date.

(c) There shall be credited to the Earned Surplus Account an amount equal to that carried on the Earned Surplus Account of the First Company immediately prior to the Effective Date.

11. SERVICE OF PROCESS ON SECOND COMPANY. The Second Company agrees that it may be served with process in Arizona in any proceeding for enforcement of any obligation of the First Company as well as for the enforcement of any obligation of the Second Company arising from the merger.

12. TERMINATION. This Agreement of Merger may be terminated and abandoned by action of the Board of Directors of either company at any time prior to the Effective Date, whether before or after approval by the shareholders of the First Company.

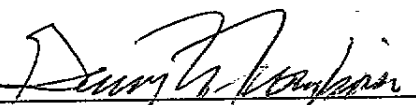
13. PLAN OF REORGANIZATION. This Agreement of Merger constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

14. EXPENSES AND RIGHTS OF DISSENTING SHAREHOLDERS. The Second Company shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger.

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by its President and attested by its Secretary.

ATTEST:

WINDFALL VENTURES, INC., an
Arizona corporation

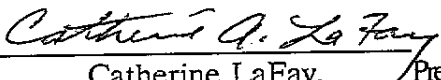
By 
Gary LaFromboise, Secretary

By 
Catherine LaFay, President

ATTEST:

WINDFALL VENTURES, INC., a
Florida corporation

By 
Gary LaFromboise, Secretary

By 
Catherine LaFay, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 DEC 30 PM 4:52

ARTICLES OF INCORPORATION
OF
WINDFALL VENTURES, INC.

The undersigned, acting as the incorporator of a corporation (the "Corporation") under the Florida Business Corporation Act, Fla. Stat. ch. 607.0101 *et seq.*, hereby adopts the following Articles of Incorporation for the Corporation:

ARTICLE I. NAME

The name of the Corporation shall be Windfall Ventures, Inc.

ARTICLE II. PRINCIPAL OFFICE/MAILING ADDRESS

The street address of the initial principal office is:

4021 Gulf Shore Boulevard, #1803
Naples, Florida 34103

ARTICLE III. NUMBER OF SHARES/CUMULATIVE VOTING

The total number of shares of capital stock which the Corporation shall have authority to issue is 10,000, having no par value, all of which shall be Common stock. All shareholders are entitled to cumulate their votes for directors.

ARTICLE IV. REGISTERED OFFICE AND REGISTERED AGENT

The name of the initial registered agent and the street address of the initial registered office of the Corporation are:

Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

ARTICLE V. INCORPORATION

The name and street address of the Incorporator of the Corporation is:

Catherine LaFay
4021 Gulf Shore Boulevard, #1803
Naples, Florida 34103

ARTICLE VI. DIRECTORS

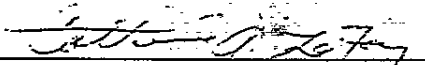
The name and street address of the person now constituting the Board of Directors, who shall serve until her successor is duly elected, is:

Catherine LaFay
4021 Gulf Shore Boulevard, #1803
Naples, Florida 34103

ARTICLE VII. EXEMPTION OF PRIVATE PROPERTY

The private property of the incorporators, shareholders, directors, and officers of the Corporation shall be exempt from all corporate debts and liabilities.

Executed this 29th day of December, 1997.


Catherine LaFay, Incorporator