

PD2000073170

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

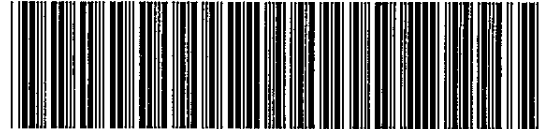
(Business Entity Name)

(Document Number)

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08/11/03--01004--005 **25.00

08/11/03--01004--006 **45.00

FILED
03 AUG 11 PM 2:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

8/11/03
merge
[Signature]

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Metro Asset Management, Inc.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Joshua M. Bialek
(Name of person)

Porter, Wright, Morris & Arthur, LLP
(Name of firm/company)

5801 Pelican Bay Boulevard, Suite 300
(Address)

Naples, FL 34108-2709
(City/state and zip code)

For further information concerning this matter, please call:

L. William Erb at (216) 443-2585
(Name of person) (Area code & daytime telephone number)

certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50, please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

*Called Mr. Erb -
Asked to return
for add fee.*

RECEIVED
SEP 14 5 08:51
DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

July 16, 2003

Joshua M. Bialek
Porter, Wright, Morris & Arthur, LLP
5801 Pelican Bay Blvd., Suite 300
Naples, FL 34108-2709

SUBJECT: METRO ASSET MANAGEMENT, INC.
Ref. Number: P02000073170

We have received your document for METRO ASSET MANAGEMENT, INC. and check(s) totaling \$25.00. However, your check(s) and document are being returned for the following:

The fee to file articles of merger is \$35 per party to the merger. As \$25 was submitted an additional \$45 is required to file the document.

Please return a copy of this letter along with your document to ensure proper handling.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6901.

Susan Payne
Senior Section Administrator

Letter Number: 303A00041753

JUL 16 2003

PORTER WRIGHT MORRIS & ARTHUR LLP

Attorneys & Counselors at Law

Joshua M. Bialek
239-593-2962
jbialek@porterwright.com

5801 Pelican Bay Boulevard
Suite 300
Naples, Florida 34108-2709

Facsimile: 239-593-2990
Toll Free: 800-876-7962

August 6, 2003

Florida Department of State
Susan Payne, Senior Section Administrator
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

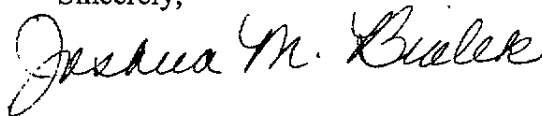
Re: METRO ASSET MANAGEMENT, INC.

Dear Ms. Payne:

Enclosed please find a copy of your letter requesting an additional \$45.00 to file the enclosed Articles of Merger. I have enclosed our original \$25.00 check and an additional check for \$45.00 per your request.

Should you have any other questions or concerns, please do not hesitate to contact me.

Sincerely,



Joshua M. Bialek

JMB:ld
enclosures

ARTICLES OF MERGER

(Profit Corporations)

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>	<u>Document Number</u> (If known/ applicable)
Metro Asset Management, Inc.	Florida	P02000073170

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Metro Asset Management, Inc.	Ohio	CP10161

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 SECRETARY OF STATE
 TALLAHASSEE, 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.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 6-25-93

also
 The Plan of Merger was adopted by the board of directors of the surviving corporation on 6-25-93
~~and shareholder approval was not required.~~

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 6-25-03

also
 The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 6-25-03
~~and shareholder approval was not required.~~

(Attach additional sheets if necessary)

PLAN AND AGREEMENT OF MERGER

**METRO ASSET MANAGEMENT, INC.
(an Ohio corporation)**

into

**METRO ASSET MANAGEMENT, INC.
(a Florida corporation)**

PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated this 30 day of June, 2003, by and between METRO ASSET MANAGEMENT, INC., an Ohio corporation ("Metro Ohio") and METRO ASSET MANAGEMENT, INC., a Florida corporation ("Metro Florida").

Recitals

A. Metro Ohio is a corporation duly organized and validly existing under the laws of the State of Ohio, having been incorporated on March 10, 1998. Metro Florida is a corporation duly organized and validly existing under the laws of the State of Florida, pursuant to a Certificate of Domestication and Articles of Incorporation filed on July 3, 2002, effective March 10, 1998.

B. The Boards of Directors of Metro Ohio and Metro Florida (collectively, the "Constituent Companies") deem it to be in the best interests of the Constituent Companies and their respective shareholder that Metro Ohio be merged into Metro Florida pursuant to Section 1701.79 of the Ohio Revised Code and Section 607.1107, Florida Statutes.

C. The authorized common stock of the Constituent Companies (collectively referred to as the "Shares") consists of the following:

(1) Metro Florida:

(a) 350 Class A Voting Shares, without par value, all of which are now issued and outstanding to Patrick S. Metro.

(b) 500 Class B Non-Voting Shares, without par value, none of which are now issued and outstanding.

(2) Metro Ohio:

(a) 350 Class A Voting Shares, without par value, all of which are now issued and outstanding to Patrick S. Metro.

(b) 500 Class B Non-Voting Shares, without par value, none of which are now issued and outstanding.

D. The shareholder of Metro Florida, following the merger, shall remain the same.

Merger

NOW, THEREFORE, the Constituent Companies, in consideration of the premises and mutual covenants set forth herein, the parties hereby agree as follows:

1. Merger. Metro Ohio shall be merged into Metro Florida, and said Metro Florida shall be the surviving corporation.

2. Effective Date of the Merger. This merger shall be effective as of the date a Certificate of Merger is filed with the Secretary of State of Ohio and the Secretary of State of Florida (the "Effective Date").

3. Term of Merger. On the Effective Date, the separate existence of Metro Ohio shall cease, and Metro Florida shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real personal and mixed of Metro Ohio, without the necessity for

any separate transfer. Metro Florida shall thereafter be responsible and liable for all existing and known liabilities and obligations of Metro Ohio, and neither the right of the creditors nor any liens of the property of Metro Ohio shall be impaired by the merger.

In consideration for Metro Florida becoming responsible and liable for all existing and known liabilities and obligations of Metro Ohio, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each share of Metro Ohio issued and outstanding immediately prior to the Effective Date shall be converted, by virtue of this merger and without any action on the part of the holders thereof, into the right to receive a share a share of Metro Florida.

4. Name of Surviving Corporation. The name of the surviving corporation following the merger shall be Metro Asset Management, Inc.

5. Articles of Incorporation. The Articles of Incorporation of Metro Florida as in effect on the Effective Date of this Agreement shall continue in full force and effect and remain the Articles of Incorporation of the surviving corporation following the Effective Date.

6. By-laws. The By-laws of Metro Florida as in effect on the Effective Date of this Agreement shall be and remain the By-laws of the surviving corporation following the Effective Date, until the same shall be altered, amended or repealed as therein provided.

7. Principal Office. The principal office of the surviving corporation shall be 720 Turkey Oak Lane, Naples, Florida 34108.

8. Director and Officers. The Director of the surviving corporation as of the Effective Date shall be Patrick S. Metro.

The officers of the surviving corporation as of the Effective Date shall be as follows:

Chairman of the Board:	Patrick S. Metro
Chief Executive Officer/ President:	Patrick S. Metro
Secretary/Treasurer:	Patrick S. Metro

9. Further Actions. Each of the Constituent Companies intends that this Agreement satisfy the law of the State of Florida and the law of the State of Ohio. Accordingly, each of the Constituent Companies agrees that it will execute and deliver, or cause to be executed and delivered, at any time and from time to time, all such other instruments or documents and will take all reasonable actions which either of the Constituent Companies may reasonably request to effectuate the provisions and purposes of this Agreement.

10. Qualification of Surviving Corporation to Transact Business in Ohio. The surviving corporation desires to transact business in Ohio as a foreign corporation and hereby appoints L. William Erb, 925 Euclid Avenue, Suite 1700, Cleveland, Ohio 44115-1483 as its statutory agent upon whom process, notice or demand against the surviving entity may be served in the State of Ohio. The surviving corporation irrevocably consents to service of process on the statutory agent listed herein as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation fails to designate another agent when required to do so, or if the corporation's license or registration to do business in Ohio expires or is canceled.

11. Consent. The statutory agent for the surviving corporation, upon whom any process, notice or demand against either of the surviving corporation or the disappearing corporation may be served, shall be Joshua M. Bialek, 5801 Pelican Bay Boulevard, Suite 300, Naples, Florida 34108-2709. Metro Florida agrees that it may be served with process in the State of Ohio in any proceeding for enforcement of any obligation of Metro Ohio, arising from the

merger, or pursuant to this merger under Section 1701.79 of the Ohio General Corporation Law, and Metro Ohio hereby irrevocably appoints the Secretary of State of Ohio as its agent to accept service of process in any such suit or other proceedings and the address to which a copy of such process shall be mailed by the Secretary of State of Ohio is 180 East Broad Street, 15th Floor, Columbus, Ohio 43215.

12. Warranties and Representations. Each of the Constituent Companies represents, warrants and covenants to the other that the following representations and warranties are true and correct as of the Effective Date:

(a) Metro Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) Metro Ohio is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

(c) It has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as is now being conducted.

(d) It at all times has had all required governmental and other licenses, permits, approvals and authorizations necessary to operate its properties and to carry on its business as is now being conducted.

(e) It has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by its Board of Directors and Shareholders of the Constituent

Corporations and no other corporate proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

13. Limitations on Business Activities. The Constituent Companies agree that from the date hereof to the Effective Date, they will each carry on their businesses diligently and will not take any actions or engage in any transaction which shall be outside of the ordinary course of business as conducted on the date hereof.

14. Notices. Any notice, request, instruction or other document to be given hereunder by any party to another shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid.

15. Amendment. This Agreement may not be amended or modified in whole or in part except by an agreement in writing signed in the same manner as this Agreement after authorization to do so by the Boards of Directors of the parties hereto.

In no event shall any such amendment to this Agreement do any of the following:

(a) Alter or change the amount or kind of Shares, evidences of indebtedness, other securities, cash, rights, or any other property to be received by shareholders of the Constituent Companies in conversions of or in substitution for their Shares;

(b) Alter or change any term of the Articles of Incorporation of the surviving corporation, except for alterations or changes that could otherwise be adopted by the Board of Directors of the surviving corporation;

(c) Alter or change any other terms and conditions of this Agreement if any of the alterations or changes, alone or in the aggregate, would materially adversely affect the holders of any class or series of Shares.

16. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by their respective Boards of Directors, have caused this instrument to be executed by the President of each party hereto as the respective act, deed and agreement of each said corporation as of the date first written above.

METRO ASSET MANAGEMENT, INC., a
Florida corporation

By: 
Patrick S. Metro, its President

METRO ASSET MANAGEMENT, INC.,
an Ohio corporation

By: 
Patrick S. Metro, its President