

04271-1512

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
11/03/94

CHARTER NUMBER: 220972
ROLL AND FRAME: 4271-1512

CORPORATION:

THE OHMART CORPORATION

DOCUMENT NUMBER

CODE

FEE

94090204701

MER

50.00

041076

RETURN TO: KEATING, MUETHING & KLEKAMP
ATTN P V MUETHING
ONE E FOURTH ST STE 1800
CINCINNATI OH 45202

TOTAL : 50.00

0257

04271-1512



The State of Ohio

Bob Taft

Secretary of State

220972

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: MER

of:

THE OHMART CORPORATION

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 4271 at Frame 1514 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 31ST day of JULY .

A.D. 1994 .



Bob Taft
Bob Taft
Secretary of State

04271-1514

270972
APPROVEDBy Joseph E. Stigler
Date 7/31/94
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CERTIFICATE OF MERGER

9408020420

The undersigned, Joseph E. Stigler, President of Stigler Groh, Inc., an Ohio corporation ("SGI"), and Doug Groh, Secretary of SGI, hereby certify that the Agreement of Merger (the "Agreement") dated as of July 19, 1994 between SGI and The Ohmart Corporation, an Ohio Corporation ("Ohmart"), a copy of which Agreement is attached hereto as Exhibit "A", was approved by the Board of Directors by unanimous written action dated July 19, 1994, and duly adopted by the shareholders of SGI by unanimous written action dated July 19, 1994.

The undersigned, Joseph E. Stigler, President of Ohmart, and Paul V. Muething, Assistant Secretary of Ohmart, hereby certify that the Agreement attached hereto as Exhibit "A" was approved by the Board of Directors of Ohmart by unanimous written action dated July 19, 1994, and duly adopted by the shareholders of Ohmart by unanimous written action dated July 19, 1994.

IN WITNESS WHEREOF, we have hereunto set our hands as of this 19th day of July, 1994.

Joseph E. Stigler
Joseph E. Stigler, President
Stigler Groh, Inc.

Joseph E. Stigler
Joseph E. Stigler, President
The Ohmart Corporation

Doug Groh
Doug Groh, Secretary
Stigler Groh, Inc.

Paul V. Muething
Paul V. Muething, Assistant
Secretary
The Ohmart Corporation

1580581

RECEIVED

SEP 23 1994

SECRETARY OF STATE

04271-1515

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement") entered into as of this 19th day of July, 1994 among STIGLER GROH, INC., an Ohio corporation ("SGI") and THE OHMART CORPORATION, an Ohio corporation ("Ohmart"). Ohmart and SGI are sometimes referred to herein as the "Constituent Corporations." Ohmart is sometimes referred to herein as the "Surviving Corporation."

RECITALS

WHEREAS, Ohmart is a corporation duly organized and validly existing under the laws of the State of Ohio, with its principal offices located in Cincinnati, Hamilton County, Ohio;

WHEREAS, Ohmart's authorized capitalization consists of Two Million (2,000,000) common shares without par value at One and 00/100 Dollars (\$1.00) per share of which Six Hundred (600) shares are issued and outstanding;

WHEREAS, SGI is a corporation duly organized and validly existing under the laws of the State of Ohio, with its principal offices located in Cincinnati, Hamilton County, Ohio;

WHEREAS, SGI's authorized capitalization consists of Seven Hundred Fifty (750) shares of common stock without par value of which Five Hundred (500) shares are issued and outstanding; and

WHEREAS, the Constituent Corporations desire to enter into this Agreement of Merger as a reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code and as a merger pursuant to Section 1701.80 of the Ohio Revised Code;

WHEREAS, the Board of Directors of Ohmart and SGI have each, by resolution, approved this Agreement of Merger, and directed that it be submitted to the shareholders of each corporation for adoption.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and in accordance with the laws of the State of Ohio, the parties hereto agree that SGI shall be merged with and into Ohmart and that Ohmart shall be the Surviving Corporation, and that the terms and conditions of such merger shall be as follows:

04271-1516

- 2 -

ARTICLE 1

Merger Into Ohmart

1.1 At the effective time of the Merger, SGI shall be merged with and into Ohmart and Ohmart shall be the Surviving Corporation and shall continue its corporate existence under the laws of the State of Ohio.

1.2 This Agreement and such supporting documents as are required shall be filed as promptly as possible with the Secretary of State of Ohio and 11:59 P.M., July 31, 1994 shall be the effective time of the Merger and is hereafter referred to as the "Effective Time."

ARTICLE 2

Effect on Outstanding Shares

2.1 The Merger shall have no effect upon the outstanding shares of Ohmart.

2.2 At the Effective Time, each outstanding share of Common Stock of SGI shall, by operation of the merger, be converted into One (1) share of the Common Stock of Ohmart.

ARTICLE 3

Legal and Financial
Aspects of Surviving Corporation

3.1 The Articles of Incorporation of the Surviving Corporation shall continue to be the Articles of Incorporation of Ohmart presently recorded in the office of the Secretary of State of Ohio until further amended as provided by law.

3.2 The Code of Regulations of the Surviving Corporation shall be the Code of Regulations of Ohmart until further amended as provided by law.

3.3 The officers and directors of the Surviving Corporation shall be the officers and directors of Ohmart holding office immediately prior to the Effective Time, until replaced in accordance with the Code of Regulations of Ohmart.

3.4 The name and address of the statutory agent for the Surviving Corporation shall be in Ohio, Paul V. Muething, 1800 Provident Tower, One East Fourth Street, Cincinnati, Ohio 45202. The address of the Surviving Corporation's principal office in the State of Ohio shall be 4241 Allendorf Drive, Cincinnati, Ohio 45209.

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ARTICLE 4

Effects of the Merger

Without limiting the generality of the foregoing, upon the Effective Time (1) the separate existence of the Constituent Corporations shall cease except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Corporation, the officers of the Constituent Corporations shall execute, acknowledge, and deliver such instruments and do such acts, and for such purposes, the existence of the Constituent Corporations and the authority of its officers and directors shall continue notwithstanding the merger; (2) the Surviving Corporation shall possess all assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of the Constituent Corporations, and all obligations belonging to or due to the Constituent Corporations, all of which shall be vested in the Surviving Corporation without further act or deed and title to any real estate or any interest in the real estate vested in the Constituent Corporations shall not ever or in any way be impaired by reason of the merger; (3) the Surviving Corporation shall be liable for all the obligations of the Constituent Corporations, including liability to dissenting shareholders and any claim existing, or action or proceeding pending, by or against the Constituent Corporations, may be prosecuted to judgment, with right of appeal, as if the merger had not taken place, or the Surviving Corporation may be substituted in its place; and (4) all the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time.

ARTICLE 5

Abandonment and Termination

This Agreement may be terminated and the merger abandoned at any time prior to the Effective Time, whether before or after submission to or approval by the shareholders of SGI and Chmart.

ARTICLE 6

Miscellaneous

6.1 Any party to this Agreement may, in whole or in part and to the extent permitted by law, waive, by written instrument, the performance of any of the obligations or acts of the other party,

04271-1518

- 4 -

or waive any inaccuracies in the representations contained herein or in any document delivered pursuant to this Agreement, or extend the time of the performance of any of the obligations or other acts of the other party.

6.2 This Agreement may be amended by mutual agreement of the parties at any time prior to the Effective Time.

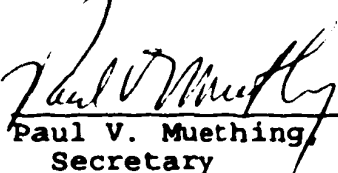
6.3 This Agreement is not assignable by any party in any respect without the prior written consent of the other.

6.4 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

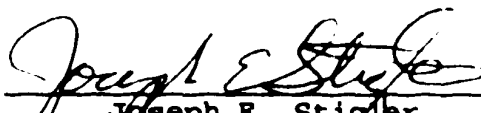
6.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same Agreement.

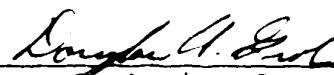
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first stated above by their duly authorized officers.

ATTEST:

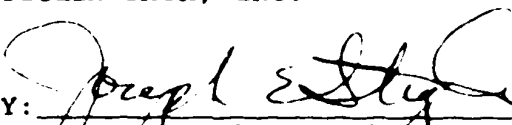

Paul V. Muething, its Assistant
Secretary

THE OHMART CORPORATION

BY: 
Joseph E. Stigler
ITS: President


Doug Groh, its Secretary

STIGLER GROH, INC.

BY: 
Joseph E. Stigler
ITS: President

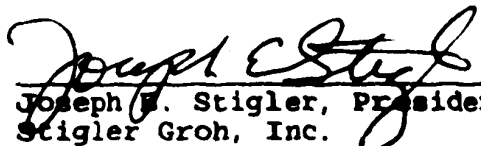
04271-1519

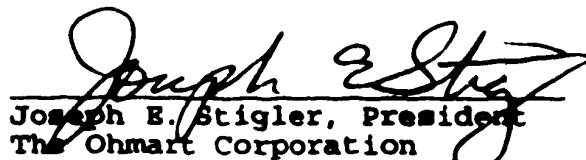
CERTIFICATE OF MERGER

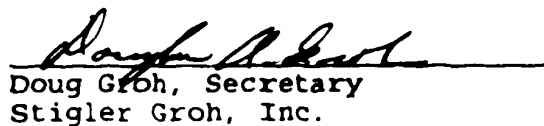
The undersigned, Joseph E. Stigler, President of Stigler Groh, Inc., an Ohio corporation ("SGI"), and Doug Groh, Secretary of SGI, hereby certify that the Agreement of Merger (the "Agreement") dated as of July 19, 1994 between SGI and The Ohmart Corporation, an Ohio corporation ("Ohmart"), a copy of which Agreement is attached hereto as Exhibit "A", was approved by the Board of Directors by unanimous written action dated July 19, 1994, and duly adopted by the shareholders of SGI by unanimous written action dated July 19, 1994.

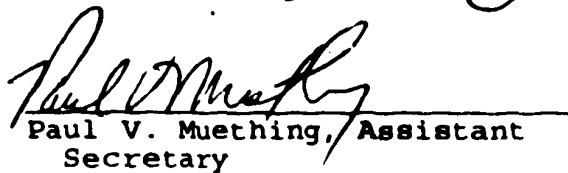
The undersigned, Joseph E. Stigler, President of Ohmart, and Paul V. Muething, Assistant Secretary of Ohmart, hereby certify that the Agreement attached hereto as Exhibit "A" was approved by the Board of Directors of Ohmart by unanimous written action dated July 19, 1994, and duly adopted by the shareholders of Ohmart by unanimous written action dated July 19, 1994.

IN WITNESS WHEREOF, we have hereunto set our hands as of this 19th day of July, 1994.


Joseph E. Stigler, President
Stigler Groh, Inc.


Joseph E. Stigler, President
The Ohmart Corporation


Doug Groh, Secretary
Stigler Groh, Inc.


Paul V. Muething, Assistant
Secretary
The Ohmart Corporation

04271-1520

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement") entered into as of this 19th day of July, 1994 among STIGLER GROH, INC., an Ohio corporation ("SGI") and THE OHMART CORPORATION, an Ohio corporation ("Ohmart"). Ohmart and SGI are sometimes referred to herein as the "Constituent Corporations." Ohmart is sometimes referred to herein as the "Surviving Corporation."

RECITALS

WHEREAS, Ohmart is a corporation duly organized and validly existing under the laws of the State of Ohio, with its principal offices located in Cincinnati, Hamilton County, Ohio;

WHEREAS, Ohmart's authorized capitalization consists of Two Million (2,000,000) common shares without par value at One and 00/100 Dollars (\$1.00) per share of which Six Hundred (600) shares are issued and outstanding;

WHEREAS, SGI is a corporation duly organized and validly existing under the laws of the State of Ohio, with its principal offices located in Cincinnati, Hamilton County, Ohio;

WHEREAS, SGI's authorized capitalization consists of Seven Hundred Fifty (750) shares of common stock without par value of which Five Hundred (500) shares are issued and outstanding; and

WHEREAS, the Constituent Corporations desire to enter into this Agreement of Merger as a reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code and as a merger pursuant to Section 1701.80 of the Ohio Revised Code;

WHEREAS, the Board of Directors of Ohmart and SGI have each, by resolution, approved this Agreement of Merger, and directed that it be submitted to the shareholders of each corporation for adoption.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and in accordance with the laws of the State of Ohio, the parties hereto agree that SGI shall be merged with and into Ohmart and that Ohmart shall be the Surviving Corporation, and that the terms and conditions of such merger shall be as follows:

04271-1521

- 2 -

ARTICLE 1

Merger Into Ohmart

1.1 At the effective time of the Merger, SGI shall be merged with and into Ohmart and Ohmart shall be the Surviving Corporation and shall continue its corporate existence under the laws of the State of Ohio.

1.2 This Agreement and such supporting documents as are required shall be filed as promptly as possible with the Secretary of State of Ohio and 11:59 P.M., July 31, 1994 shall be the effective time of the Merger and is hereafter referred to as the "Effective Time."

ARTICLE 2

Effect on Outstanding Shares

2.1 The Merger shall have no effect upon the outstanding shares of Ohmart.

2.2 At the Effective Time, each outstanding share of Common Stock of SGI shall, by operation of the merger, be converted into One (1) share of the Common Stock of Ohmart.

ARTICLE 3

Legal and Financial
Aspects of Surviving Corporation

3.1 The Articles of Incorporation of the Surviving Corporation shall continue to be the Articles of Incorporation of Ohmart presently recorded in the office of the Secretary of State of Ohio until further amended as provided by law.

3.2 The Code of Regulations of the Surviving Corporation shall be the Code of Regulations of Ohmart until further amended as provided by law.

3.3 The officers and directors of the Surviving Corporation shall be the officers and directors of Ohmart holding office immediately prior to the Effective Time, until replaced in accordance with the Code of Regulations of Ohmart.

3.4 The name and address of the statutory agent for the Surviving Corporation shall be in Ohio, Paul V. Muething, 1800 Provident Tower, One East Fourth Street, Cincinnati, Ohio 45202. The address of the Surviving Corporation's principal office in the State of Ohio shall be 4241 Allendorf Drive, Cincinnati, Ohio 45209.

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- 3 -

ARTICLE 4

Effects of the Merger

Without limiting the generality of the foregoing, upon the Effective Time (1) the separate existence of the Constituent Corporations shall cease except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Corporation, the officers of the Constituent Corporations shall execute, acknowledge, and deliver such instruments and do such acts, and for such purposes, the existence of the Constituent Corporations and the authority of its officers and directors shall continue notwithstanding the merger; (2) the Surviving Corporation shall possess all assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of the Constituent Corporations, and all obligations belonging to or due to the Constituent Corporations, all of which shall be vested in the Surviving Corporation without further act or deed and title to any real estate or any interest in the real estate vested in the Constituent Corporations shall not ever or in any way be impaired by reason of the merger; (3) the Surviving Corporation shall be liable for all the obligations of the Constituent Corporations, including liability to dissenting shareholders and any claim existing, or action or proceeding pending, by or against the Constituent Corporations, may be prosecuted to judgment, with right of appeal, as if the merger had not taken place, or the Surviving Corporation may be substituted in its place; and (4) all the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time.

ARTICLE 5

Abandonment and Termination

This Agreement may be terminated and the merger abandoned at any time prior to the Effective Time, whether before or after submission to or approval by the shareholders of SGI and Ohmart.

ARTICLE 6

Miscellaneous

6.1 Any party to this Agreement may, in whole or in part and to the extent permitted by law, waive, by written instrument, the performance of any of the obligations or acts of the other party,

04271-1523

- 4 -

or waive any inaccuracies in the representations contained herein or in any document delivered pursuant to this Agreement, or extend the time of the performance of any of the obligations or other acts of the other party.

6.2 This Agreement may be amended by mutual agreement of the parties at any time prior to the Effective Time.

6.3 This Agreement is not assignable by any party in any respect without the prior written consent of the other.

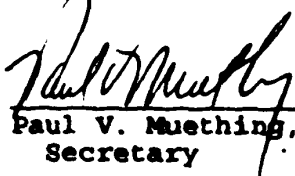
6.4 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

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

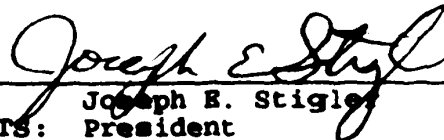
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first stated above by their duly authorized officers.

ATTEST:

THE OHMART CORPORATION



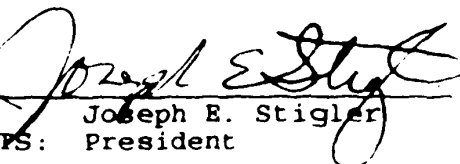
Paul V. Muething, its Assistant
Secretary

BY: 
Joseph E. Stigler
ITS: President

STIGLER GROH, INC.



Doug Groh, its Secretary

BY: 
Joseph E. Stigler
ITS: President

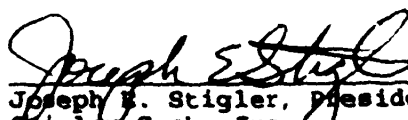
04271-1524

CERTIFICATE OF MERGER

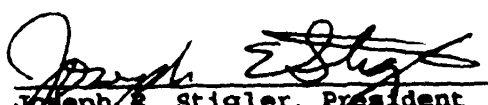
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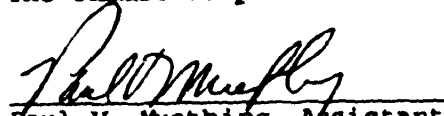
The undersigned, Joseph E. Stigler, President of Ohmart, and Paul V. Muething, Assistant Secretary of Ohmart, hereby certify that the Agreement attached hereto as Exhibit "A" was approved by the Board of Directors of Ohmart by unanimous written action dated July 19, 1994, and duly adopted by the shareholders of Ohmart by unanimous written action dated July 19, 1994.

IN WITNESS WHEREOF, we have hereunto set our hands as of this 19th day of July, 1994.


Joseph E. Stigler, President
Stigler Groh, Inc.


Doug Groh, Secretary
Stigler Groh, Inc.


Joseph E. Stigler, President
The Ohmart Corporation


Paul V. Muething, Assistant
Secretary
The Ohmart Corporation

04271-1525

AGREEMENT OF MERGER

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04271-1526

- 2 -

ARTICLE 1

Merger Into Ohmart

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ARTICLE 2

Effect on Outstanding Shares

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Aspects of Surviving Corporation

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04271-1527

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ARTICLE 4

Effects of the Merger

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ARTICLE 5

Abandonment and Termination

This Agreement may be terminated and the merger abandoned at any time prior to the Effective Time, whether before or after submission to or approval by the shareholders of SGI and Ohmart.

ARTICLE 6

Miscellaneous

6.1 Any party to this Agreement may, in whole or in part and to the extent permitted by law, waive, by written instrument, the performance of any of the obligations or acts of the other party,

04271-1528

- 4 -

or waive any inaccuracies in the representations contained herein or in any document delivered pursuant to this Agreement, or extend the time of the performance of any of the obligations or other acts of the other party.

6.2 This Agreement may be amended by mutual agreement of the parties at any time prior to the Effective Time.

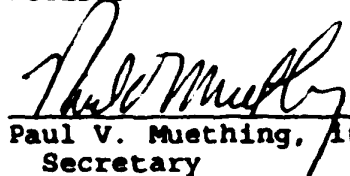
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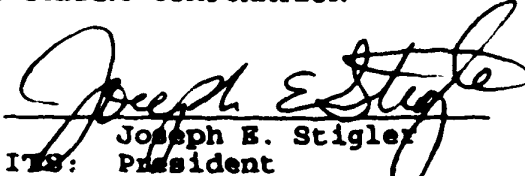
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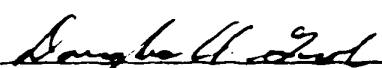
ATTEST:

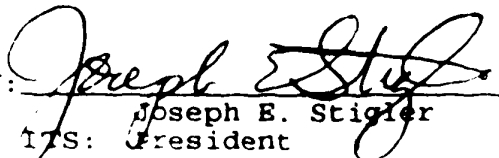

Paul V. Muething, its Assistant
Secretary

THE OHMART CORPORATION

BY: 
Joseph E. Stigler
ITS: President

STIGLER GROH, INC.


Doug Groh, its Secretary

BY: 
Joseph E. Stigler
ITS: President

HMSI

04271-1529

Ohio Secretary of State Return Slip

MERGER/CONSOLIDATION

Paul V. Muehling
Kesting, Muehling & Klekamp
One East Fourth St., Ste. 1800
Cincinnati, OH 45202

September 12, 1994

Re: THE OMART CORPORATION
Document Number: 94080204701

IMPORTANT INFORMATION REGARDING YOUR FILING DATE

IN ORDER TO RETAIN YOUR INITIAL FILING DATE OF 7/31/94, CORRECTED MERGER/CONSOLIDATION DOCUMENTS MUST BE RECEIVED BY THIS OFFICE NO LATER THAN 5:00 P.M. 10/3/94. IF CORRECTED DOCUMENTS ARE NOT RECEIVED BY THE SPECIFIED DATE, OR IF THE DOCUMENTS STILL REQUIRE CORRECTIONS, THE INITIAL FILING DATE WILL NOT BE PRESERVED. FILERS WILL HAVE ONLY ONE OPPORTUNITY TO CURE THE DEFECTS IN THE DOCUMENTATION WITHIN THE SPECIFIED TIME PERIOD. THEREFORE PLEASE MAKE SURE ALL CORRECTIONS REFERENCED IN THIS RETURN SLIP ARE COMPLETED PRIOR TO RESUBMITTING YOUR DOCUMENTS.

Dear Sir or Madam:

The enclosed merger/consolidation documents are being returned unfiled for the following reason(s):

PLEASE BE ADVISED THAT EFFECTIVE 7/1/94, THE FILING PROVISIONS OF OHIO REVISED CODE SECTION 1701.81 CHANGED. YOUR CORPORATION'S MERGER/CONSOLIDATION DOCUMENTS WILL CONTINUE TO BE ACCEPTED IN THE FORMER FORM UNTIL OCTOBER 3, 1994. UNDER THE NEW PROVISIONS, ONLY A MERGER/CONSOLIDATION CERTIFICATE CONTAINING ONLY THE INFORMATION SET FORTH IN THE FORM PRESCRIBED BY THE SECRETARY OF STATE IS TO BE FILED. A FORM HAS BEEN ENCLOSED FOR YOUR CONVENIENCE. YOU MAY EITHER RESUBMIT YOUR CORRECTED MERGER DOCUMENTS, OR SUBMIT A COMPLETED PRESCRIBED MERGER/CONSOLIDATION CERTIFICATE.

X The second paragraph of the "Recitals" section of the Agreement of Merger incorrectly states the number and par value of the shares of The Omart Corporation. Our office records indicate that the correct number and designation of shares of The Omart Corporation to be 2,000,000 common shares WITHOUT PAR VALUE. Please correct your merger agreement to properly reflect the number and designation of the authorized shares of The Omart Corporation.

X The Agreement of Merger must set forth the manner and basis of converting the shares of the constituent corporations into or substituting the shares of the constituent corporations for shares, evidences of indebtedness, other securities, cash, rights, or any other property, or any combination of shares, evidences of indebtedness, securities, cash, rights or any other property of the surviving corporation, or of any other corporation or person pursuant to Ohio Revised Code Section 1701.78(B)(6).

THIS RETURN SLIP EVIDENCES A FILING FEE CREDIT OF \$ 50. THIS RETURN SLIP MUST BE RETURNED WITH CORRECTED DOCUMENTS TO ASSURE PROPER CREDIT. A REFUND WILL BE ISSUED IF A CORRECTED FILING IS NOT SUBMITTED WITH 30 DAYS. NOTE: THE TIME FRAME OF 30 DAYS RELATES SOLELY TO FILING FEE REFUNDS. IT DOES NOT INCREASE THE TIME FOR RETAINING AN ORIGINAL FILING DATE. THIS LETTER MUST BE RETURNED WITH YOUR CORRECTED DOCUMENTS IN ORDER TO RETAIN YOUR INITIAL FILING DATE. If you have any questions regarding this matter, please call (614) 466-1396 the legal section.

*What is happening to the shares of Disappearing Corp.
What are they getting for the shares.*