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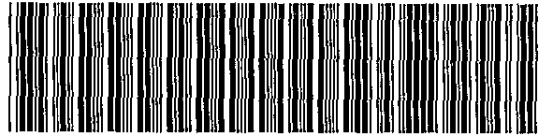
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merge
sf

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Don't Be Left In the Dark, Inc. (a Georgia corporation)
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Cheryl V. Shaw, Esq.
(Name of person)

Perrie & Cole, LLC
(Name of firm/company)

400 Northridge Road, Suite 700
(Address)

Atlanta, Georgia 30350
(City/state and zip code)

For further information concerning this matter, please call:

Cheryl V. Shaw, Esq. at (404) 214-6514
(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

ARTICLES OF MERGER
(Profit Corporations)

FILED

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, 38
pursuant to section 607.1105, F.S.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Stewart & Glass, Inc.</u>	<u>Georgia</u>	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Don't Be Left In The Dark, Inc.</u>	<u>Florida</u>	<u>P02000073373</u>
	<u>Georgia</u>	

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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 October 22, 2004

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 October 22, 2004

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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:

<u>Name</u>	<u>Jurisdiction</u>
Stewart & Glass, Inc.	Georgia

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Don't Be Left In The Dark, Inc.	Florida
	Georgia

Third: The terms and conditions of the merger are as follows:

SEE ATTACHED "AGREEMENT AND PLAN OF MERGER".

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 as follows:

SEE ATTACHED "AGREEMENT AND PLAN OF MERGER" at page 2, section 2.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

Stewart & Glass, Inc. hereby amends its Articles of Incorporation. Effective with the date hereof, Article I of the Articles of Incorporation of Stewart & Glass, Inc. is amended to read as follows:

The name of the Corporation is Don't Be Left In The Dark, Inc. (the "Corporation").

All other provisions of the Articles of Incorporation of Stewart & Glass, Inc. shall remain in full force and effect.

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

Don't Be Left In The Dark, Inc., a Florida corporation, shall merge with and into Stewart & Glass, Inc., a Georgia corporation. Don't Be Left in The Dark, Inc., a Florida corporation shall cease to exist. Stewart and Glass, Inc. shall be the surviving corporation. However, effective with the filing of these Articles of Merger, Stewart and Glass, Inc. shall change its name to "Don't Be Left In The Dark, Inc.", and its corporate existence shall be continued under the name "Don't Be Left In The Dark, Inc.," a Georgia corporation.

**AGREEMENT AND PLAN OF MERGER OF
DON'T BE LEFT IN THE DARK, INC.
WITH AND INTO
STEWART & GLASS, INC.**

CERTIFIED TRUE

2004 This Agreement and Plan of Merger (the "Agreement") is made and entered into this day of October, 2004 by and between DON'T BE LEFT IN THE DARK, INC., a Florida corporation ("DBLD"), and STEWART & GLASS, INC., a Georgia corporation ("S&G") (DBLD and S&G being sometimes collectively referred to in this Plan as the "Constituent Corporations").

WITNESSETH

WHEREAS, DBLD is a corporation organized under the laws of the State of Florida with its principal office located at 5345 Hwy. 90, Pace Florida 32571;

WHEREAS, DBLD authorized capital stock consisting of One Thousand (1,000) shares of common stock, having no par value, ("DBLD Common Stock"), of which One Thousand (1,000) shares are issued and outstanding;

WHEREAS, S&G is a corporation organized under the laws of the State of Georgia with its principal office located at 3330 Cumberland Boulevard, Suite 500, Atlanta, Georgia 30339;

WHEREAS, S&G has authorized capital stock consisting of one hundred thousand (100,000) shares of common stock, having no par value ("S&G Common Stock"), of which one thousand (1,000) shares are issued and outstanding;

WHEREAS, the laws of the State of Georgia and the laws of the State of Florida permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that DBLD be merged with and into S&G on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted to the shareholders of S&G and DBLD and recommended to such shareholders approval of the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Business Corporation Code and the Florida Business Corporation Act, that DBLD shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into S&G (with S&G subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), the name of the

Surviving Corporation shall be changed to "Don't Be Left In The Dark, Inc." and with the corporate existence of the Surviving Corporation to be continued under the name "Don't Be Left In The Dark, Inc.", and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting shares and the changes in the Articles of Incorporation of the Surviving Corporation are and shall be as follows:

SECTION 1 MERGER

1.1. On the Effective Date, DBLD shall be merged with and into S&G, and S&G shall continue in existence and the merger shall in all respects have the effect provided for in Section 14-2-1106 of the Georgia Business Corporation Code.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of DBLD shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of DBLD, the last acting officers of DBLD, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

SECTION 2 TERMS OF TRANSACTION

2.1. Upon the Effective Date:

(a) Each share of DBLD Common Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into one (1) share of S&G Common Stock, subject to the provisions of Section 2.2 below, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(b) Each share of DBLD Common Stock outstanding and owned of record by its shareholders immediately before the Effective Date shall be identical to an outstanding or reacquired share of Common Stock, respectively, of the Surviving Corporation immediately after the merger.

(c) From and after the Effective Date, each holder of any of the shares to be converted as above provided shall be entitled, upon presentation and surrender to the Surviving Corporation of the certificates representing such shares, to receive in exchange therefore certificates representing the number of shares of the stock of the Surviving Corporation into which such shares shall have been converted. The surrendered shares shall be cancelled. Until so surrendered, each outstanding certificate which prior to the Effective Date of the merger represented capital stock of DBLD shall be deemed for all corporate purposes (except the payment of dividends) to evidence ownership of the number of shares of the Surviving Corporation into which the same shall have been converted. Until any outstanding certificate shall be so surrendered, no dividends payable as of any date subsequent to the Effective Date on the capital stock of the Surviving Corporation into which the shares represented by such outstanding certificates shall have been converted shall be paid to the record holders of the outstanding certificates, but upon surrender of any outstanding certificate, there shall be paid to the record holder thereof the amount of dividends which thereto had become payable with respect to the share of the capital stock of the Surviving Corporation into which such certificate shall have been converted.

2.2. After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of DBLD Common Stock will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the aggregate number of shares of DBLD Common Stock, as appropriate, previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

SECTION 3 **DIRECTORS AND OFFICERS**

The persons who are directors and officers of DBLD immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

SECTION 4 **ARTICLES OF INCORPORATION AND BYLAWS**

4.1. From and after the Effective Date, the Articles of Incorporation of S&G, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law. Notwithstanding the foregoing, the Articles of Incorporation shall be amended to change the

name of S&G to "Don't Be Left In The Dark, Inc." pursuant to the consummation of this proposed corporate merger.

4.2. From and after the Effective Date, the Bylaws of S&G, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

SECTION 5 **SHAREHOLDER APPROVAL, EFFECTIVENESS OF MERGER**

This Agreement shall be submitted for approval to the shareholders of S&G and DBLD as provided by the Georgia Business Corporation Code and Florida Business Corporation Act. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall be executed, and this Agreement, and Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Georgia and the laws of the State of Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Articles of Merger incorporating this Agreement is filed by the Secretary of State of Georgia (said date is being referred to in this Plan as the "Effective Date").

SECTION 6 **TERMINATION**

At any time prior to the filing of the Articles of Merger by the Secretary of State of Georgia, the Board of Directors of S&G or DBLD may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by the Boards of Directors of such corporations.

SECTION 7 **MISCELLANEOUS**

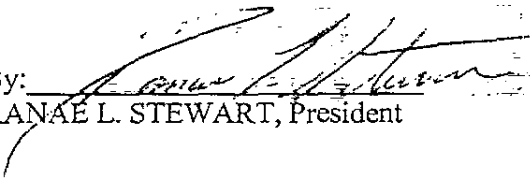
7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

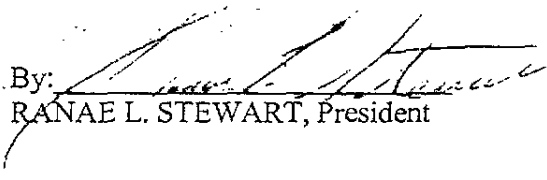
7.2. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed on their respective behalves and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

DON'T BE LEFT IN THE DARK, INC.


STEWART & GLASS, INC.

By: 
RANAEL STEWART, President

By: 
RANAEL STEWART, President

Attest:

Attest:

By: 
MICHAEL A. GLASS, Secretary

By: 
MICHAEL A. GLASS, Secretary