

1201 HAYS STREET
TALLAHASSEE, FL 32301

800-342-8086

904-22-9171

904-22-9171



99500034222

ACCOUNT NO. : 072100000032

REFERENCE : 589725 80881A

AUTHORIZATION : *Patricia Fyfe*

COST LIMIT : \$ 122.50

ORDER DATE : May 2, 1995

ORDER TIME : 10:14 AM

ORDER NO. : 589725

CUSTOMER NO: 80881A

700001471037

CUSTOMER: Russell W. Divine, Esq
WARLICK FASSETT DIVINE &
ANTHONY, PA
Orange Bank Bldg., Suite 500
14 East Washington Street
Orlando, FL 32801

DOMESTIC FILING

NAME: KEYNOTE ARTS ASSOCIATES, INC.

FILED
95 MAY -2 AM 7:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

XX ARTICLES OF INCORPORATION
CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jodie Krebs

EXAMINER'S INITIALS: T. BROWN MAY - 3 1995

**ARTICLES OF INCORPORATION
OF
KEYNOTE ARTS ASSOCIATES, INC.**

FILED
95 MAY -2 AM 7:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator to this Articles of Incorporation, a natural person competent to contract, hereby forms a corporation for profit under the laws of the State of Florida.

ARTICLE I - NAME OF CORPORATION

The name of this corporation shall be:

Keynote Arts Associates, Inc.

ARTICLE II - DURATION

This corporation shall exist perpetually.

ARTICLE III - INITIAL PRINCIPAL OFFICE

The initial principal office of the Corporation shall be located at 401 E. Robinson Street, Unit 203, Orlando, FL 32801.

ARTICLE IV - PURPOSE

This corporation is organized for the purpose of transacting any or all lawful business purposes.

ARTICLE V - CAPITAL STOCK

A. The maximum number of shares of capital stock that this corporation is authorized to issue and have outstanding at any one time is 7,000 shares of common stock having a par value of \$1.00 per share, which may be fractional shares.

B. All or any portion of the capital stock may be issued in payment for real or personal property, services, or any other right or thing having a value, in the judgment of the Board of Directors, at least equivalent to the full value of the stock so

to be issued as hereinabove set forth, and when so issued shall become and be fully paid and non-assessable, the same as though paid for in cash; and the directors shall be the sole judges of the value of any property, right or thing acquired in exchange for capital stock, and their judgment of such value shall be conclusive.

C. Notwithstanding the foregoing, the corporation shall have the right to increase its capital stock either with or without par value, and to provide in the event of such increase the designations, preferences, voting powers or restrictions, or qualification of voting powers, of such additional stock, in an amendment to its Certificate of Incorporation.

ARTICLE VI - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation shall be 401 E. Robinson Street, #203, Orlando, FL 32801.

The name of the initial registered agent of this corporation at that address shall be James E. Dash.

ARTICLE VII - INITIAL DIRECTORS AND OFFICERS

The names and street address of the initial members of the Board of Directors and Officers, each to hold office for the first year in existence of this corporation or until their successors are elected or appointed and have qualified are:

<u>Name</u>	<u>Street Address</u>	<u>Office</u>
James E. Dash	401 E. Robinson Street Suite 203 Orlando, FL 32801	President, Secretary, Treasurer, Director

ARTICLE VIII - INCORPORATOR

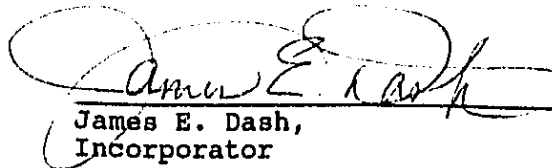
The following is the name and street address of the
Incorporator to these Articles of Incorporation:

James E. Dash
401 E Robinson Street
Suite 203
Orlando, FL 32801

ARTICLE IX - AMENDMENT

These Articles of Incorporation may be amended in the manner
provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 1 day of May, 1995.

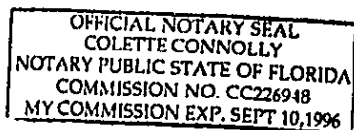
 (SEAL)
James E. Dash,
Incorporator

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized to take acknowledgments in the State and County aforesaid, personally appeared James E. Dash, to me known or provided DRIVERS LICENSE as identification, to be the person described as the incorporator in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of May, 1995.

(SEAL)



Colette Connolly
Notary Public
Print Name: Colette Connolly
My commission expires:
Commission No.:

**CERTIFICATE DESIGNATING PLACE OF REGISTERED OFFICE
FOR SERVICE OF PROCESS WITHIN THIS STATE,
NAMING REGISTERED AGENT UPON WHICH
PROCESS MAY BE SERVED**

FILED
95 MAY -2 AM 7:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PURSUANT to Chapter 48.091, Florida Statutes, the following
is submitted in compliance with said Act:

THAT, **Keynote Arts Associates, Inc.**, desiring to organize
under the laws of the State of Florida, with its principal office
as indicated in the Articles of Incorporation in the City of
Orlando, County of Orange, State of Florida, has named as its
Registered Agent, James E. Dash, in the City of Orlando, County
of Orange, State of Florida, to accept service of process within
this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above
stated corporation, at the place designated in this Certificate,
I hereby accept to act in this capacity and agree to comply with
the provisions of said Act relative to keeping open said office.


JAMES E. DASH

P95000034222
FILED

1201 HAYS STREET
TALLAHASSEE, FL 32304
904 222-0000

800 422 0800



96 MAR -1 AM 8:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 0721000000032
REFERENCE : 866256 7101964
AUTHORIZATION : *Patricia Pyjett*
COST LIMIT : \$ 122.50

ORDER DATE : March 1, 1996

ORDER TIME : 11:20 AM

ORDER NO. : 866256

CUSTOMER NO: 7101964

800001729558

CUSTOMER: Russell W. Divine, Esq
Divine & Estes, P.a.
P. O. Box 3629
Orlando, FL 32802-3629

ARTICLES OF MERGER

JDL MUSIC CONSULTANTS, INC.

INTO

KEYNOTE ARTS ASSOCIATES, INC.

PLEASE NOT EFFECTIVE DATE OF MARCH 1, 1996

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

N. HENDRICKS MAR - 4 1996

CONTACT PERSON: CLINT FUHRMAN

EXAMINER'S INITIALS: _____

RECEIVED
96 MAR -1 PM 12:08
DIVISION OF CORPORATION



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

ARTICLES OF MERGER
Merger Sheet

MERGING:

JDL MUSIC CONSULTANTS, INC., A MICHIGAN CORPORATION NOT
QUALIFIED.

INTO

KEYNOTE ARTS ASSOCIATES, INC., a Florida corporation, P95000034222

File date: March 1, 1996

Corporate Specialist: Nancy Hendricks

Account number: 072100000032

Account charged: 122.50

ARTICLES OF MERGER

FILED

96 MAR -1 AM 8:51

THESE ARTICLES OF MERGER are made and executed pursuant to Florida Statutes, Section 607.1105 by **JDL MUSIC CONSULTANTS, INC.**, a Michigan Corporation and **KEYNOTE ARTS ASSOCIATES, INC.**, a Florida corporation (collectively, the "Corporations") and hereby state the following:

1. The Corporations have entered into a plan of merger pursuant to the Agreement and Plan of Merger and Reorganization attached hereto as Exhibit "A" (hereinafter the "Agreement").
2. The effective date of the merger is March 1, 1996.
3. The Agreement and the plan of merger described therein were approved by the sole shareholder and sole director of JDL MUSIC CONSULTANTS, INC. and by the sole shareholder and sole director of KEYNOTE ARTS ASSOCIATES, INC. on February 15, 1996.

DATED this 29 day of February, 1996.

JDL MUSIC CONSULTANTS, INC.,
a Michigan corporation

By: 

JAMES E. DASH, President

KEYNOTE ARTS ASSOCIATES, INC.
a Florida corporation

By: 

JAMES E. DASH, President

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

Agreement and Plan of Merger and Reorganization dated Feb 15, 1996
by and between JDL MUSIC CONSULTANTS, INC., a Michigan corporation ("JDL")
and KEYNOTE ARTS ASSOCIATES, INC., a Florida corporation ("Keynote").

Background

The Boards of Directors of JDL and Keynote have resolved that JDL be merged pursuant to the Michigan Business Corporation Act and the Florida Business Corporations Act into a single corporation existing under the laws of the State of Florida, to wit, Keynote, which shall be the surviving corporation (the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

The authorized capital stock of JDL consists of 5,000 shares of Common Stock \$1.00 par value ("JDL Common Stock"), of which 1,206 shares are issued and outstanding.

The authorized capital stock of Keynote consists of 7,000 shares of Common Stock \$1.00 par value ("Keynote Common Stock"), of which 100 shares are issued and outstanding.

The respective Boards of Directors of JDL and Keynote have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Michigan Business Corporation Act and the Florida Business Corporations Act, that JDL shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, Keynote, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

Terms and Conditions

1. Stockholders' Meetings; Filings; Effects of Merger.

1.1 JDL Stockholders' Meeting. JDL shall call a meeting of its stockholders to be held in accordance with the Michigan Business Corporation Act upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Keynote Stockholders' Meeting. Keynote shall call a meeting of its stockholders to be held in accordance with the Florida Corporations Act, upon due notice thereof to its stockholders to consider and vote upon, among other matters, the adoption of this Agreement.

"EXHIBIT A"

1.3 Filing of Certificate of Merger: Effective Date. If (a) this Agreement is adopted by the stockholders of JDL in accordance with the Michigan Business Corporation Act, (b) this Agreement is adopted by the stockholders of Keynote, in accordance with the Florida Business Corporations Act, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned, then a Certificate of Merger shall be filed and recorded in accordance with the Business Corporation Act of the State of Michigan and a Certificate of Merger shall be filed in accordance with the Florida Business Corporations Act. Such filings shall be made on the same day to the extent possible, but not later than February 29, 1996. The Merger shall become effective at 9:00 a.m. on March 1, 1996 following the filing in Michigan and Florida, which date and time are the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of JDL shall cease, and JDL shall be merged into Keynote which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of JDL; and all and singular, the rights, privileges, powers, and franchises of JDL, and all property, real, personal, and mixed, and all debts due to JDL on whatever account, as well for stock subscriptions and all other things in action or belonging to JDL, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of JDL, and the title to any real estate vested by deed or otherwise, under the laws of Michigan or Florida or any other jurisdiction, in JDL, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of JDL shall be preserved unimpaired, and all debts, liabilities, and duties of JDL shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of JDL or the corresponding officers of the Surviving Corporation, may, in the name of JDL, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all JDL's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Surviving Corporation.

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be KEYNOTE ARTS ASSOCIATES, INC.

2.2 Articles of Incorporation. The Articles of Incorporation of Keynote as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of Keynote, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

2.4 Directors. The Directors of the Surviving Corporation shall be the Directors of Keynote.

2.5 Officers. The Officers of the Surviving Corporation shall be the Officers of Keynote.

3. Status and Conversion of Securities.

The manner and basis of converting the shares of the capital stock of JDL and the nature and amount of securities of Keynote which the holders of shares of JDL Common Stock are to receive in exchange for such shares are as follows:

3.1 JDL Common Stock. Each one share of JDL Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one (1) fully paid share of Keynote Common Stock, and outstanding certificates representing shares of JDL Common Stock shall thereafter represent shares of Keynote Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 Outstanding Shares of Each Corporation. The designation and number of outstanding shares of each class and series and the voting rights thereof for Keynote and JDL are as follows:

Name	Designation and Number of Shares in Each Class or Series Outstanding	Indicate Class or Series of Shares Entitled to Vote	Indicate Class or Series Entitled to Vote as a Class
Keynote Arts Associates, Inc.	100 Shares of Common Stock, \$1.00 par value	Voting	No Class Voting
JDL Music Consultants, Inc.	1,206 Shares of Common Stock, \$1.00 par value	Voting	No Class Voting

The number of shares set forth above is not subject to change prior to the Effective Date.

4. Miscellaneous.

4.1 Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

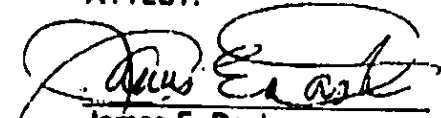
4.2 Counterparts. For the convenience of the parties and to facilitate filing, this Agreement and Plan of Merger and Reorganization may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

4.3 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the merger and the related transactions and supersedes all prior arrangements or understandings with respect thereto.

4.4 Amendment. This Agreement may not be amended except by a writing signed by all the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

ATTEST:

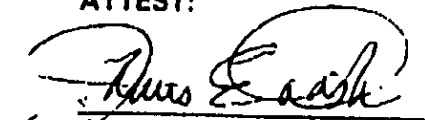

James E. Dash,
Secretary

JDL MUSIC CONSULTANTS, INC.

By:


James E. Dash
Its: President

ATTEST:


James E. Dash,
Secretary

KEYNOTE ARTS ASSOCIATES, INC.

By:


James E. Dash
Its: President

KZF81\150355.1-100000-00001