

P96000067295

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

MERCHANDISING RESOURCES, INC., a Massachusetts corp. not qualified in
FL

INTO

MERCHANDISING RESOURCES, INC., a Florida corporation, P9600067295

File date: December 27, 1996 , effective January 1, 1997

Corporate Specialist: Susan Payne

Account number: 07210000032

Account charged: 70.00

P96000067295

1201 HALF STREET
ATLANTA, GEORGIA 30309
904-222-9171
904-222-0393 FAX



ACCOUNT NO. : 072100000032
REFERENCE : 203598 10831A
AUTHORIZATION : *Patricia Project*
COST LIMIT : \$ 70.00

ORDER DATE : December 27, 1996

ORDER TIME : 1:35 PM

ORDER NO. : 203598-005

CUSTOMER NO: 10831A 2000U2040582--3

CUSTOMER: Greg Blodig, Esq
Greenspoon Marder Hirschfeld
Suite 700
100 W. Cypress Creek Road
Ft. Lauderdale, FL 33309

ARTICLES OF MERGER

MERCHANDISING RESOURCES, INC.

INTO

MERCHANDISING RESOURCES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

EFFECTIVE DATE
1/1/97

CONTACT PERSON: Michael E. Klunk

EXAMINER'S INITIALS:

merger Sp

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 DEC 27 PM 4:30

ARTICLES OF MERGER
of
MERCHANDISING RESOURCES, INC., 96 DEC 27 PM 4: 30
a Massachusetts corporation,
into
MERCHANDISING RESOURCES, INC.,
a Florida corporation

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

EFFECTIVE DATE
1/1/97

Pursuant to Section 607.1105 of the Florida Statutes and Chapter 156 B, Section 79 of Massachusetts General Laws, the undersigned corporations, MERCHANDISING RESOURCES, INC., a Florida corporation ("Surviving Corporation"), and MERCHANDISING RESOURCES, INC., a Massachusetts corporation ("Nonsurviving Corporation") adopt the following Articles of Merger for the purpose of merging Nonsurviving Corporation into Surviving Corporation.

PLAN OF MERGER

1. The Plan of Merger setting forth the terms and conditions of the merger of Nonsurviving Corporation into Surviving Corporation is attached to these Articles as an exhibit and incorporated herein by reference.

ADOPTION OF PLAN

2. There are eighteen thousand (18,000) shares of common stock, par value 1¢ per share, issued and outstanding of the Nonsurviving Corporation that were entitled to vote on the Plan of Merger. Eighteen thousand (18,000) shares were voted in favor of the Plan of Merger and no shares were voted against the Plan of Merger at a special meeting of the shareholders of MERCHANDISING RESOURCES, INC., a Massachusetts corporation, held on December 23, 1996.

3. There are four hundred (400) shares of common stock, each of \$1.00 par value of Surviving Corporation issued and outstanding that were entitled to vote on the Plan of Merger. Four hundred (400) shares were voted in favor of the Plan of Merger and no shares were voted against the Plan of Merger at a special meeting of the shareholders of MERCHANDISING RESOURCES, INC., a Florida corporation, held on December 23, 1996.

EFFECTIVE DATE

4. The Plan of Merger shall be effective on January 1, 1997.

FOREIGN LAW

5. The laws of the Commonwealth of Massachusetts, the jurisdiction of organization of Nonsurviving Corporation, permit the merger contemplated by the Plan

of Merger. Upon fulfillment of all filing and recording requirements, the applicable laws of the Commonwealth of Massachusetts will have been complied with.

PURPOSES OF SURVIVING CORPORATION

6. The Surviving Corporation shall have the purpose of engaging in any and all lawful activities that shall be determined by its Board of Directors.

CAPITAL

7. The Surviving Corporation shall continue to be organized with one thousand (1,000) shares of common stock, each share having a par value of \$1.00 per share.

AGREEMENT

8. The Surviving Corporation hereby agrees to furnish a copy of these Articles and Agreement of Merger attached hereto to any of its stockholders or to any person who was a stockholder of Nonsurviving Corporation upon written request and without charge.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 26, 1996.

MERCHANDISING RESOURCES, INC.,
a Massachusetts corporation

By: Edward A. Tombs
EDWARD TOMBS, President

By: Larry Schwarz
LARRY SCHWARZ, Clerk/Secretary

MERCHANDISING RESOURCES, INC.,
a Florida corporation

By: Edward A. Tombs
EDWARD TOMBS, President

By: Larry Schwarz
LARRY SCHWARZ, Secretary

EXHIBIT

PLAN AND AGREEMENT OF REORGANIZATION
by Merger of
MERCHANDISING RESOURCES, INC.,
a Massachusetts corporation,
with and into
MERCHANDISING RESOURCES, INC.,
a Florida corporation

This Plan and Agreement of Merger (Agreement) is entered into on December 2, 1996, between MERCHANDISING RESOURCES, INC., a Massachusetts corporation (sometimes referred to as the "Merging Corporation"), and MERCHANDISING RESOURCES, INC., a Florida corporation (sometimes referred to as the "Surviving Corporation").

ARTICLE 1.
PLAN OF MERGER

Plan Adopted

1.01 A plan of merger of MERCHANDISING RESOURCES, INC., a Massachusetts corporation, into MERCHANDISING RESOURCES, INC., a Florida corporation, pursuant to Section 607.1101 of the Florida Statutes, Chapter 156 B, Section 79 of Massachusetts General Laws and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) MERCHANDISING RESOURCES, INC., a Massachusetts corporation, shall be merged with and into MERCHANDISING RESOURCES, INC., a Florida corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be MERCHANDISING RESOURCES, INC., a Florida corporation.

(c) When this agreement shall become effective, the separate corporate existence of MERCHANDISING RESOURCES, INC., a Massachusetts corporation, shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of MERCHANDISING RESOURCES, INC., a Massachusetts corporation, and shall be subject to all the debts and liabilities of MERCHANDISING RESOURCES, INC., a Massachusetts corporation, in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of MERCHANDISING RESOURCES, INC., a Massachusetts corporation, as well as with the assets of MERCHANDISING RESOURCES, INC., a Florida corporation.

(e) The shareholders of MERCHANDISING RESOURCES, INC., a Massachusetts corporation, will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Merging Corporation, surrendered by its shareholders, the Surviving Corporation will issue and transfer to the shareholders of Merging Corporation, on the basis set forth in Article 4 below, shares of its common stock.

(g) The Articles of Incorporation of MERCHANDISING RESOURCES, INC., a Florida corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

(h) The purpose of the Surviving Corporation shall be to conduct any and all lawful activities permitted under law.

Effective Date

1.02 The effective date of the merger (Effective Date) shall be January 1, 1997.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Merging Corporation, represents and warrants to the Surviving Corporation as follows:

(a) Merging Corporation, is a corporation duly organized, validly existing, and in good standing under the laws of the State of Massachusetts with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Merging Corporation is authorized by its Articles of Organization, as amended, to issue two hundred thousand (200,000) shares of common stock, par value 1¢

per share, eighteen thousand (18,000) of which are duly and validly issued and outstanding.

(c) All required federal, state, and local tax returns of Merging Corporation, have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Merging Corporation, has not been delinquent in the payment of any tax or assessment.

Survivor

2.02 As a material inducement to Merging Corporation, to execute this Agreement and perform its obligations under this Agreement, Surviving Corporation, represents and warrants to Merging Corporation, as follows:

(a) Surviving Corporation, is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Surviving Corporation is authorized by its Articles of Incorporation to issue one thousand (1,000) shares of common stock, par value \$1.00 per share, four hundred (400) of which are duly and validly issued and outstanding.

(c) Surviving Corporation agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of either Surviving Corporation or Merging Corporation and any obligation of the parties incurred by Surviving Corporation, including the obligation created by Chapter 156 B, Section 85 of Massachusetts General Law, so long as any liability remains outstanding against either of the parties hereto and the Commonwealth of Massachusetts, and it agrees to irrevocably appoint the State Secretary of the Commonwealth of Massachusetts as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided for in Chapter 181 of Massachusetts General Laws.

ARTICLE 3. COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Submission to Shareholders

3.01 This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the law for approval.

**ARTICLE 4.
MANNER OF CONVERTING SHARES**

Manner

4.01 The holders of shares of Merging Corporation, shall surrender their shares to the Secretary of the Surviving Corporation, promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02 (a) The shareholders of Merging Corporation, shall be entitled to receive 5.55 shares of common stock of the Surviving Corporation, for each 100 share block of common stock of Merging Corporation.

**ARTICLE 5.
DIRECTORS AND OFFICERS**

Directors and Officers of Survivor

5.01 (a) The Board of Directors of the Surviving Corporation shall consist of LARRY SCHWARZ, ADELE SCHWARZ, JAMES SCHWARZ and JOANN COHEN. These individuals shall serve as Directors until the next annual meeting or until said Directors' earlier resignation, removal from office, or death.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders or remaining directors, as provided in the bylaws of the Surviving Corporation.

(c) Until the Board of Directors of the Surviving Corporation shall determine otherwise, each of the following persons shall serve as officers of the Surviving Corporation in the office opposite his name:

LARRY SCHWARZ	C.E.O.
EDWARD TOMBS	President
GARY BAILIN	Vice President
MITCHELL COHEN	Vice President
LARRY SCHWARZ	Secretary
LARRY SCHWARZ	Treasurer

The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

**ARTICLE 6.
BYLAWS**

Bylaws of Survivor

6.01 The bylaws of Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

**ARTICLE 7.
TERMINATION**

Circumstances

7.01 This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of Florida or the State Secretary of Massachusetts, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of any constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of any Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there has been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(5) Either Board receives an opinion letter from its attorney, in substance, that for federal income tax purposes the merger will not qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that gain or loss will be recognized to either corporation or to the shareholders of either constituent corporation on the exchange of common stock of the Merging Corporation for stock of the Surviving Corporation.

Notice of and Liability on Termination

7.02 If an election is made to terminate this Agreement and abandon the merger:

(a) The President or Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 8. INTERPRETATION AND ENFORCEMENT

Further Assurances

8.01 Merging Corporation, agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments as may be reasonably requested. Merging Corporation, further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all of its property, rights, privileges, powers, and franchises to carry out the intent and purposes of this Agreement.

Entire Agreement; Counterparts

8.02 This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

8.03 The validity, interpretation and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on the 2nd day of December, 1996.

MERCHANDISING RESOURCES, INC.,
a Massachusetts corporation

By: Edward A. Tombs
EDWARD TOMBS, President

Sally DeLuca
Secretary/Clerk & Treasurer

MERCHANDISING RESOURCES, INC.,
a Florida corporation

By: Edward A. Tombs
EDWARD TOMBS, President

ATTEST:
Sally DeLuca
Secretary/Treasurer