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04 JAN 20 PM 10:30
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TALLAHASSEE, FLORIDA

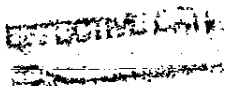
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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 400874 87972A
AUTHORIZATION : *Patricia Pajoto*
COST LIMIT : \$ 70.00

ORDER DATE : January 19, 2004
ORDER TIME : 11:52 AM
ORDER NO. : 400874-005
CUSTOMER NO: 87972A



CUSTOMER: Samuel D. Navon, Esq
Navon & Lavin P.a.
Suite B, 100
2699 Stirling Road
Ft. Lauderdale, FL 33312

ARTICLES OF MERGER

*****FILE 1ST*****

PRINT HEADQUARTERS, INC.

INTO

DONNA LYNN ENTERPRISES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Darlene Ward, Ext. 2935
EXAMINER'S INITIALS: _____

EFFECTIVE DATE
2/1/04

FILED
04 JAN 20 PM 10:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER MERGING
PRINT HEADQUARTERS, INC.,
A FLORIDA CORPORATION
INTO DONNA LYNN ENTERPRISES, INC.,
A FLORIDA CORPORATION**

The undersigned, DONNA LYNN ENTERPRISES, INC., a Florida corporation ("Surviving Corporation") hereby executes these Articles of Merger pursuant to Florida law, including Section 607.1105, Florida Statutes, and states as follows:

1. The Agreement and Plan of Merger ("Plan of Merger") annexed hereto as **Exhibit "A"** merging PRINT HEADQUARTERS, INC., a Florida corporation ("Merging Corporation") into Surviving Corporation was adopted and approved by unanimous written consent of all the members of the Board of Directors and all the shareholders of surviving Corporation as of January 9, 2004, and all the Board of Directors and all the shareholders of Merging Corporation as of January 9, 2004, in accordance with the laws of the State of Florida, including Sections 607.1101 and 607.1103, Florida Statutes.

2. The merger contemplated by the Plan of Merger shall be effective on February 1, 2004.

Dated: January 9, 2004.

DONNA LYNN ENTERPRISES, INC., a
Florida corporation

By: Lloyd Blank, President
Lloyd Blank, President

PRINT HEADQUARTERS, INC., a
Florida corporation

By: Donna Blank, President
Donna Blank, President

EXHIBIT "A"

PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 9th day January, 2004, by and among **DONNA LYNN ENTERPRISES, INC.**, a Florida corporation ("Donna Lynn"), and **PRINT HEADQUARTERS, INC.**, a Florida corporation ("PHP"). Donna Lynn and PHP are sometimes referred to herein as "Constituent Corporations" and **LLOYD BLANK** and **DONNA BLANK** are sometimes referred to herein individually as a "Shareholder" and collectively as "Shareholders".

WITNESSETH:

WHEREAS, the Shareholders own, collectively, one hundred percent (100%) of the issued and outstanding shares of the capital stock of each of the Constituent Corporations as follows:

Shares of Donna Lynn Owned

Lloyd Blank	50
Donna Blank	50

Shares of PHP Owned

Lloyd Blank	50; and
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WHEREAS, the Constituent Corporations desire to merge PHP with and into Donna Lynn upon the terms and conditions hereinafter set forth ("Merger");

NOW, THEREFORE, in consideration of the mutual promises herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. **Merger.** PHP shall be merged with and into Donna Lynn, and Donna Lynn shall be the surviving corporation, effective on February 1, 2004 ("Effective Date").
3. **Name.** The name of Donna Lynn, as the surviving corporation, shall continue to be "Donna Lynn Enterprises, Inc.", but shall operate under the fictitious name of "Print Headquarters".
4. **Assets, Liabilities.** On the Effective Date, the separate corporate existence of PHP shall cease and Donna Lynn shall succeed to the assets and liabilities of PHP in the manner and as more fully set forth in Florida Statutes, Section 607.1106.

5. Conversion of Securities. It is intended that following the Merger, the PHP Shareholders will collectively continue to own fifty-one percent (51%) of the issued and outstanding shares of the capital stock of Donna Lynn in the same respective amounts as they currently own such PHP stock. To accomplish the foregoing, upon the Effective Date, all of the outstanding certificates representing the shares of the capital stock of PHP and Donna Lynn shall be deemed to have been surrendered to Donna Lynn for cancellation, and the capital stock of Donna Lynn shall be issued in exchange therefore, as follows: (i) fifty-one percent (51%) of the shares to the shareholders of PHI; and (ii) forty-nine percent (49%) of the shares to the shares to the shareholders of Donna Lynn (existing immediately prior to the Effective Date).

6. Articles of Incorporation and Bylaws. From and after the Effective Date, the Articles of Incorporation and Bylaws of Donna Lynn as in effect on the Effective Date shall continue to be the Articles of Incorporation and Bylaws of Donna Lynn without change or amendment until further amendment in accordance with the provisions thereof and applicable laws are made.

7. Directors. The directors of Donna Lynn immediately after the Effective Date shall be as follows, to serve until the expiration of their terms and until their successors are elected and qualified:

Name

Lloyd Blank
Donna Blank

8. Officers. The officers of Donna Lynn immediately after the Effective Date shall be as follows, to serve at the pleasure of the Board of Directors of Donna Lynn:

Name

Office

Lloyd Blank	President and Treasurer
Donna Blank	Vice President and Secretary

9. Representation and Warranties of Shareholders. Each Shareholder represents and warrants to each other party hereto that, as of the Effective Date, he/she owns, possesses, controls and has good, valid and marketable title to those shares of capital stock of Donna Lynn and of PHP, respectively and applicable, as set forth above opposite his/her name free and clear of all liens, claims, encumbrances and rights of others. The foregoing representations and warranties will survive the execution of the transactions contemplated hereby.

10. Miscellaneous.

(a) At any time prior to the Effective Date, this Agreement may be amended,

without the approval of the shareholders of the Constituent Corporations, by the respective Boards of Directors of the Constituent Corporations; provided, however, that any amendment made subsequent to the approval of this Agreement and the Merger by the shareholder of either of the Constituent Corporations shall be subject to the limitations set forth in Florida Statutes, Section 607.1103(8).

(b) At any time prior to the Effective Date, this Agreement may be terminated and the Merger abandoned by the Board of Directors of either or both of the Constituent Corporations, notwithstanding the approval of this Agreement and the Merger by the shareholders of either of the Constituent Corporations.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(d) The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

(e) This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida

(f) The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Signed, sealed and delivered
in the presence of:

Janet Humphreys

Janet Humphreys

DONNA LYNN ENTERPRISES, INC., a
Florida corporation

By: Lloyd Blank, Pres
Lloyd Blank, President

PRINT HEADQUARTERS, INC., a
Florida corporation

By: Donna Blank, Pres
Donna Blank, President

Janet Humphreys

Janet Humphreys

Floyd Blank
LLOYD BLANK

Donna Blank
DONNA BLANK