

589070

(Requestor's Name)

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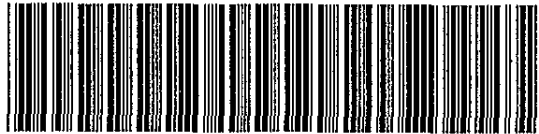
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Margaret
MD 1/5

MARCHENA &

GRAHAM, P.A.

ATTORNEYS AT LAW

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**KEITH A. GRAHAM
MARCOS R. MARCHENA
YOVANNIE RODRIGUEZ-SMITH
RAUL SOCARRAS**

RSOCARRAS@MGFIRM.COM

December 23, 2004

VIA OVERNIGHT MAIL

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

RE: Merger of World Entertainment Services, Inc., World Sports and Marketing, Inc., and
World Publications Management, Inc. into World Publications, Inc.

Dear Sir or Madam:

Please find enclosed the original Articles of Merger (with the attached Plan of Merger) for the above referenced merger, along with a check for the appropriate fee of \$140.00. Please note that the effective date of the merger is January 1, 2005.

Thank you for your anticipated cooperation in this matter and please contact me if you have any further questions.

Sincerely,


Raul Socarras

cc. Terry Snow (without enclosures)

ARTICLES OF MERGER

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

ARTICLE I – SURVIVING CORPORATION

The name and jurisdiction of the surviving corporation shall be:

WORLD PUBLICATIONS, INC., a Florida corporation, Document No. 589070

ARTICLE II – MERGING CORPORATIONS

The name and jurisdiction of the merging corporations shall be:

1. WORLD ENTERTAINMENT SERVICES, INC., a Florida corporation, Document No. P95000013366.
2. WORLD PUBLICATIONS MANAGEMENT, INC., a Florida corporation, Document No. L04741.
3. WORLD SPORTS AND MARKETING, INC., a Florida corporation, Document No. K45699.

ARTICLE III – PLAN OF MERGER

The Plan of Merger adopted by the board and approved by the shareholders of each of the entities listed in Articles I and II above is attached hereto as Exhibit "A".

ARTICLE IV – EFFECTIVE DATE OF MERGER

The Effective Date of this merger shall be January 1, 2005.

ARTICLE V – ADOPTION AND APPROVAL OF MERGER BY SURVIVING CORPORATION

The Plan of Merger was adopted by the board of directors of the Surviving Corporation on December 22nd, 2004 and shareholder approval was not required pursuant to Florida Statute 607.1103(7).

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TALLAHASSEE, FLORIDA

**ARTICLE VI - ADOPTION AND APPROVAL OF MERGER BY MERGING
CORPORATIONS**


The Plan of Merger was adopted by the shareholders of the Merging Corporations on December 22, 2004.

ARTICLE VII – SIGNATURES


CORPORATIONS

SIGNATURES

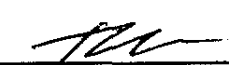
WORLD PUBLICATIONS, INC.

By: 
Print Name: Terry Snow
Title: President and Sole Director
Date: 12/22/04


WORLD ENTERTAINMENT SERVICES, INC.

By: 
Print Name: Terry Snow
Title: President and Sole Director
Date: 12/22/04

WORLD PUBLICATIONS MANAGEMENT, INC.

By: 
Print Name: Terry Snow
Title: President and Sole Director
Date: 12/22/04

WORLD SPORTS AND MARKETING, INC.

By: 
Print Name: Terry Snow
Title: President and Sole Director
Date: 12/22/04

**PLAN OF MERGER AND STOCK EXCHANGE BY MERGER OF WORLD
PUBLICATIONS MANAGEMENT, INC., WORLD ENTERTAINMENT SERVICES,
INC., AND WORLD SPORTS AND MARKETING, INC. WITH AND INTO WORLD
PUBLICATIONS, INC. UNDER THE NAME OF WORLD PUBLICATIONS, INC.**

This is a Plan and Agreement of Merger (the "Agreement") between World Publications Management, Inc., World Entertainment Services, Inc., and World Sports and Marketing, Inc., each of which are Florida corporations (the "Merging Corporations"), and World Publications, Inc., a Florida corporation (the "Surviving Corporation").

WHEREAS, the sole director and shareholder of the Merging Corporations is Terry L. Snow, and the sole director and shareholder of the Surviving Corporation is also Terry L. Snow; and

WHEREAS, the director and shareholder of the Merging Corporations desires to be merged with the Surviving Corporation, and the director and shareholder of the Surviving Corporation desires the Merging Corporations to be merged with the Surviving Corporation.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) in hand paid, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

ARTICLE 1 - PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of the Merging Corporations and the Surviving Corporation, pursuant to Section 607.1101 of the Florida Statutes and Section 368 (a)(1)(A) of the Internal Revenue Code, is hereby adopted as follows:

(a) World Publications Management, Inc., World Entertainment Services, Inc., and World Sports and Marketing, Inc. shall be merged with and into World Publications, Inc., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be World Publications, Inc.

(c) When this agreement shall become effective, the separate corporate existence of the Merging Corporations shall cease, and the Surviving Corporation shall succeed, without any other transfer, to all the rights and property of the Merging Corporations and shall be subject to all the debts and liabilities of the Merging Corporations 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 with its business with the assets of the Merging Corporations, as well as with its own assets.

(e) The shareholders of the Merging Corporations will surrender all of their shares in the manner hereinafter set forth.

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

(g) The Articles of Incorporation of the Surviving 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.

1.02 The effective date of the merger shall be January 1, 2005 (the "Effective Date").

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Merging Corporations

2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, the Merging Corporations hereby represent and warrant to the Surviving Corporation as follows:

(a) The Merging Corporations are corporations duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate powers and authority to own property and carry on its business as it is now being conducted.

(b) All required federal, state and local tax returns of the Merging Corporations 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 such returns have been paid. The Merging Corporations have not been delinquent in the payment of any taxes or assessments.

Surviving Corporation

2.02 As a material inducement to the Merging Corporations' execution of this Agreement and to perform its obligations under this Agreement, World Publications, Inc. represents and warrants to the Merging Corporations that World Publications, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with the corporate power and authority to own property and carry on its business as it is now being conducted. World Publications, Inc. is qualified to transact business as a foreign

corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

Securities Law

2.03 The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and state securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all restrictions in this area.

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

Interim Conduct of Business; Limitations

3.01 Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contracts. Except with the prior consent in writing of World Publications, Inc., pending consummation of the merger, the Merging Corporations shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on with its ordinary course of business.

Submission to Shareholders

3.02 This Agreement has been agreed to by the sole shareholder of the Merging Corporations, Terry Snow.

Conditions Precedent to Obligations of World Publications, Inc.

3.03 Except as may be expressly waived in writing by World Publications, Inc., all of the obligations of World Publications, Inc. under this Agreement is subject to the satisfaction, prior to or on the Effective Date, of each of the following obligations by the Merging Corporations:

- (a) The representations and warranties made by the Merging Corporations to World Publications, Inc. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then

be true and correct in all material respects. If World Publications, Inc. shall have discovered any material error, misstatements, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the Merging Corporations and the Merging Corporations shall either correct the error, misstatement or omission, or obtain a written waiver from World Publications, Inc.

(b) The Merging Corporations shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for World Publications, Inc.

Conditions Precedents to Obligations of the Merging Corporations

3.04 Except as may be expressly waived in writing by the Merging Corporations, all of the obligations of the Merging Corporations under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by World Publications, Inc.:

(a) The representations and warranties made by World Publications, Inc. to the Merging Corporations in Article 2 of this Agreement and in any documents delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct as of the Effective Date. If the Merging Corporations shall have discovered any material errors, misstatements, or omissions in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to World Publications, Inc. and shall either correct the error, misstatement or omission, or obtain a written waiver from the Merging Corporations.

(b) World Publications, Inc. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with the same by or prior to the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4 - MANNER OF CONVERTING SHARES

Manner

4.01 The holders of shares of the Merging Corporations shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, and, as a result of the Merging Corporations and the Surviving Corporation having the same shareholder, no further shares shall be issued by the Surviving Corporation to the Merging Corporations' shareholder.

Basis

4.02 The shareholders of the Merging Corporations shall not be entitled to receive any shares of common stock of the Surviving Corporation for the reasons described in Paragraph 4.01 above.

Shares of Survivor

4.03 The current outstanding shares of common stock of World Publications, Inc., each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE 5 - DIRECTORS AND OFFICERS

5.01 (a) The present board of directors of World Publications, Inc. shall continue to serve as the board of directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(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 as provided in the Bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of World Publications, Inc. shall remain as officers of the Surviving Corporation until the board of directors of the Surviving Corporation shall determine otherwise. The board of directors of the Surviving Corporation may elect or appoint officers as it deems necessary.

ARTICLE 6 - BYLAWS

6.01 The bylaws of World Publications, Inc. 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 - NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NON-SURVIVOR

Nature and Survival of Representations and Warranties

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Merging Corporations, the Surviving

Corporation, or the shareholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of one (1) years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the shareholders shall act as a waiver of any representation or warranty made under this Agreement.

7.02 At the election of the Surviving Corporation, which shall be made in writing, the Merging Corporations agrees that on or prior to the Effective Date, it shall obtain from the shareholders an agreement under which the shareholders shall:

- (a) Make those representations and warranties to World Publications, Inc. as are described in Article 2 of this Agreement, as of the Effective Date;
- (b) Agree that the representations and warranties made by him or her shall survive for a period of one year after the Effective Date; and
- (c) Agree to indemnify World Publications, Inc. for any misrepresentation or breach of any warranty made to World Publications, Inc.

Expenses

7.03 The Surviving Corporation shall pay all costs associated with the merger represented by this Agreement, provided the Agreement has not been terminated.

ARTICLE 8 - TERMINATION

Circumstances

8.01 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, notwithstanding the approval of the shareholders of any 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 either constituent corporation if:
 - (1) The number of shareholders of any constituent corporation dissenting from the merger shall be so large as to make the merger, in the opinion of any board of directors, inadvisable or undesirable.
 - (2) Any material litigation or proceeding shall be instituted or threatened against any constituent corporation, or any of its assets, that, in the opinion of any board of directors, renders the merger invalid or undesirable.

(3) Any legislation shall be enacted that, in the opinion of any board of directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of any board of directors, any material adverse change in the business or condition, financial or otherwise, of the constituent corporations.

(c) At the election of the board of directors of the Merging Corporations, if the Commissioner of Internal Revenue Service shall have ruled, 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 no gain or loss will be recognized by the shareholders of the Merging Corporations on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the board of directors of World Publications, Inc., if without the prior written consent of World Publications, Inc., the Merging Corporations shall have:

- (1) Declared or paid a cash dividend on its common stock.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

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

(a) The President or any Vice President of the constituent corporations whose board of directors has made the election shall give immediate written notice of the elections to the other constituent corporation.

(b) On the giving of notice as provided in subparagraph (a) of this section 8.02, 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 9 - INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01 The Merging Corporations 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 instrument. The Merging Corporations 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 records or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purpose of this Agreement.

Time Frames and Notices

9.02 All time frames provided for in this Agreement shall be regular calendar days, including weekends and holidays. All time frames shall end at 5:00pm on the last day provided for herein; provided, however, that if any time frames in this Agreement end on any day that is a federal holiday or a Saturday or Sunday, then such time frame shall end at 5:00pm on the following business day. Any notice or election required or permitted to be given or served by any party hereto upon any other party shall be in writing and shall be deemed to have been given or served when (i) personally delivered, or (ii) one (1) day after being deposited with Federal Express or another nationally recognized overnight delivery service for next day delivery, or (iii) three (3) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, properly addressed to the appropriate address, or (iv) when sent by telecopier transmission before 5:00 p.m. of the time zone where the recipient is located and evidenced by a telecopier generated confirmation that the transmission was received, provided that such notice is followed by notice delivered in the manner described in (i), (ii) or (iii) above.

Notice shall be given to the following addresses:

(a) In the case of the Merging Corporations at:

Terry Snow, President
460 North Orange Av., Suite 200
Winter Park, FL 32789

and

Keith A. Graham, Esquire
Marchena and Graham, P.A.
233 S. Semoran Blvd.
Orlando, FL 32807

(b) In the case of the Surviving Corporations at:

Terry Snow, President
460 North Orange Av., Suite 200
Winter Park, FL 32789

and

Keith A. Graham, Esquire
Marchena and Graham, P.A.
233 S. Semoran Blvd.
Orlando, FL 32807

Entire Agreement; Counterparts

9.03 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

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


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement was executed on this 22nd day of December, 2004.

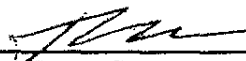
CORPORATIONS

SIGNATURES

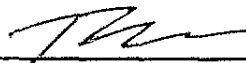
WORLD PUBLICATIONS, INC.

By: 
Print Name: Terry Snow
Title: President, Sole Director and Sole Shareholder

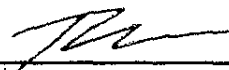
WORLD ENTERTAINMENT SERVICES, INC.

By: 
Print Name: Terry Snow
Title: President, Sole Director and Sole Shareholder

WORLD PUBLICATIONS MANAGEMENT, INC.

By: 
Print Name: Terry Snow
Title: President, Sole Director and Sole Shareholder

WORLD SPORTS AND MARKETING, INC.

By: 
Print Name: Terry Snow
Title: President, Sole Director and Sole Shareholder