

A97000002309

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OF COUNSEL
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A97-2309

2/22

January 25, 2002

fees 107.60

00855-00524-00676-02963

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

MLJ

700004865707--9
-02/05/02--01015--004
*****89.25 *****89.25

Re: Marketing Worldwide, LLC and Marketing Worldwide, Ltd.

Dear Sir/Madam:

Attached are the Articles of Merger to be filed on behalf of the above-referenced entities. Also enclosed is our check in the amount of \$89.25 for the filing fees. Please file the Merger on our behalf. Once filed, please return a **certified copy** to our office.

If you should need additional information or if you have any questions in this regard, do not hesitate to contact our office.

Very truly yours,

700004865707--9
-02/26/02--01013--016
*****18.25 *****18.25

FINKEL, WHITEFIELD, SELIK, RAYMOND,
FERRARA & FELDMAN, P.C.

Darlene M. Watson

Darlene M. Watson
Legal Assistant

/dmw

Enclosures

cc: James Marvin

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FILED
02 FEB 22 PM 12:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FF \$ 77.50
cc 30.00



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

February 11, 2002

DARLENE M. WATSON
FINKEL, WHITEFIELD, SELIK, RAYMOND, FERR
32300 NORTHWESTERN HIGHWAY, SUITE 200
FARMINGTON HILLS, MI 48334-1567

SUBJECT: MARKETING WORLDWIDE, LTD.
Ref. Number: A97000002309

We have received your document for MARKETING WORLDWIDE, LTD. and your check(s) totaling \$89.25. However, the document has not been filed and is being retained in this office for the following:

The fees to file this merger are \$52.50 for the LP and \$25.00 for the LLC plus \$30.00 for the Certified Copy requested, totaling \$107.50.

There is a balance due of \$18.25.

Please return a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Michelle Hodges
Document Specialist

Letter Number: 902A00007657

ARTICLES OF MERGER
Merger Sheet

MERGING:

MARKETING WORLDWIDE, LTD., A97000002309, A Florida Limited
Partnership

,

INTO

MARKETING WORLDWIDE, LLC. entity not qualified in Florida

File date: February 22, 2002

Corporate Specialist: Michelle Hodges

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Marketing Worldwide, Ltd. 3020 Leprechaun Lane Palm Harbor, FL 34683	Florida	Limited Partnership

Florida Document/Registration Number: A97000002309 FEI Number: 59-3472899

2. Marketing Worldwide, LLC 11224 Lemen Road, Suite B Whitmore Lake, MI 48189	Michigan	Limited Liability Co
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Florida Document/Registration Number: n/a FEI Number: 30-0003942

3.		
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Florida Document/Registration Number: FEI Number:

4.		
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Florida Document/Registration Number: FEI Number:

(Attach additional sheet(s) if necessary)

FILED
02 FEB 22 PM 12:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Marketing Worldwide, LLC 11224 Lemen Road, Suite B Whitmore Lake, MI 48189	Michigan	Limited Liability Co 30-0003942
Florida Document/Registration Number: <u>n/a</u>		FEI Number: _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

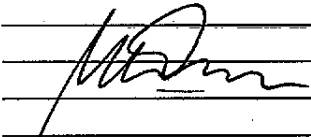
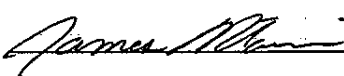
OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
<u>Marketing Worldwide, Ltd.</u>		<u>Marketing Worldwide, Inc.</u> <u>General Partner</u> <u>By: Michael Winzkowski, President</u>
<u>Marketing Worldwide, LLC</u>		<u>James Marvin, authorized member</u>

(Attach additional sheet(s) if necessary)

REQUIRED SIGNATURES FOR EACH ENTITY TYPE:

All Corporations: Signature of Chairman, Vice Chairman, President or any officer.

All General Partnerships: Signatures of two partners.

All Domestic Limited Partnerships: Signatures of all general partners.

All Non-Florida Limited Partnerships: Signature of one general partner.

All Limited Liability Companies: Signature of a member or authorized representative of a member.

All Other Business Entities: In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

Mailing address:

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

FILING FEES:

For each Limited Partnership:	\$52.50 (If merger filed pursuant to s. 608.4382, \$25.00)
For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each General Partnership	\$25.00
All Others:	No Charge

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Marketing Worldwide, Ltd.	Florida
Marketing Worldwide, LLC	Michigan

SECOND: The exact name and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Marketing Worldwide, LLC	Michigan

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

See attached Plan of Merger

(Attach additional sheet(s) if necessary)

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

each one percent (1%) partnership interest (whether general or limited) of the partners of Marketing Worldwide, Ltd. shall be exchanged for a one percent (1%) membership interest in and to Marketing Worldwide, LLC.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

NONE

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

N/A

If General Partner is a Non-Individual,

Name(s) and Address(es) of General Partner(s)

Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

NONE

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

The attached Plan of Merger was approved by all of the business entities that are parties to the merger in accordance with the respective laws of all applicable jurisdictions.

The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

EIGHTH: Other provisions, if any, relating to the merger:

NONE

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is effective as of the 27th day of DECEMBER, 2001, and is being executed in accordance with and pursuant to Section 450.4705a of the Michigan Compiled Laws Annotated between MARKETING WORLDWIDE, LTD., a Florida limited partnership (hereinafter referred to as the "Partnership"), and MARKETING WORLDWIDE, LLC, a Michigan limited liability company (hereinafter referred to as the "Company") (the Partnership and the Company are sometimes referred to collectively as the "entities" or the "parties").

INTRODUCTORY STATEMENTS

1. For various business and tax reasons, the parties desire to have the Partnership merge into the Company, as specified in this Agreement and Plan of Merger.
2. The partners of the Partnership and the members of the Company each deem it advisable and in the best interest of each of their respective entities that they be merged in the manner set forth in this Agreement, and have approved this Agreement on the terms and conditions hereinafter set forth in accordance with applicable state law.
3. The parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions contained in this Agreement and Plan of Merger, prescribe to the terms and conditions of such merger and mode of carrying the merger into effect as follows:

AGREEMENT

1. The Partnership shall be and hereby is merged into the Company. The Company shall be the surviving entity. The dissolution of the Partnership shall be evidenced by the filing of the Articles of Merger with the Florida Department of State.

2. The merger shall be evidenced by the filing of a Certificate of Merger with the Michigan Department of Consumer and Industry Services.

3. The partners of the Partnership will relinquish all of their partnership interests in the Partnership to the Company in exchange for membership interests in the Company. Each one percent (1%) partner interest in the Partnership (general or limited) shall be exchanged into and for a one percent (1%) membership interest in the Company.

4. The terms and conditions of the merger are as follows:

A. The articles of organization and the operating agreement of the Company shall remain the same after the merger.

B. The Company reserves the right and power, after the effective date of this merger, to alter, amend, change or repeal any of the provisions contained in its articles of organization or operating agreement in the manner now or hereafter prescribed by statute and its operating agreement, and all rights conferred on the parties are subject to this reservation.

C. Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, goodwill, and other assets of every kind and description of the Partnership shall be transferred to, vested in and devolved upon the Company without further act or deed and all property, rights, and every other interest of the parties shall be the property of the Company. The Partnership hereby agrees, from time to time, as and when requested by the Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Company may deem necessary or desirable in order to vest in and confirm to the Company title to and possession of any property of the Partnership acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the general partner of the Partnership and the members of the Company are fully authorized in the name of the Partnership or otherwise to take any and all such action.

D. The Company shall be responsible and liable for all the liabilities and obligations of each of the entities, and any claim existing or action or proceeding pending by or against any of the entities may be prosecuted as if the merger had not taken place, or the Company may be substituted in its place. Neither the rights

of creditors nor any liens on the property of any of the entities shall be impaired by the merger, and all debts, liabilities, and duties of each of the entities shall attach to the Company, and may be enforced against it to the same extent as if the debts, liabilities, and duties had been incurred or contracted by it.

5. This Agreement and Plan of Merger may be cancelled by action of any of the parties at any time prior to the effective date, notwithstanding that the entities have approved the merger. In the event of such cancellation, this Agreement and Plan of Merger shall be deemed void and of no effect, without liability on the part of any of the entities or their partners.

6. This Agreement and Plan of Merger sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties with respect to such subject matter. This Agreement and Plan of Merger may be amended only by the written consent of the parties.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by each of the parties, have caused these presents to be executed by an authorized partner/member of each of the parties, as the respective act, deed and agreement of each of said parties, effective as of the date and year first above written.

Signature page to follow

WITNESSED BY:

MARKETING WORLDWIDE, LTD.

By: MARKETING WORLDWIDE, INC., General Partner

Carl Carter

By:

[Signature]

Its:

PRESIDENT

MARKETING WORLDWIDE, LLC

[Signature]

By:

[Signature]

Its:

MEMBER

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