

G74643

DAVID HULL

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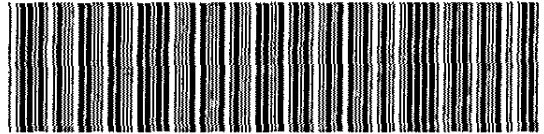
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**STATE OF FLORIDA
ARTICLES OF MERGER OF**

Advantage/Mayer Acquisition Sub, Inc.
(Merged Corporation)
a Florida corporation

INTO

Advantage/Mayer, Inc.
(Surviving Corporation)
a Florida corporation

Pursuant to Florida Statutes §607.1101, the undersigned corporations adopt the following Articles of Merger:

FIRST: Annexed hereto as Exhibit A and made a part hereof is the Plan of Merger for merging (the "Merger") Advantage/Mayer Acquisition Sub, Inc., a Florida corporation (the "Merged Corporation"), with and into Advantage/Mayer, Inc., a Florida corporation (the "Surviving Corporation").

SECOND: The Plan of Merger was adopted by the Board of Directors of Surviving Corporation on June 1, 2004, and approved by the shareholders of Surviving Corporation on June 21, 2004.

THIRD: The Plan of Merger was adopted by the Board of Directors of Merged Corporation and approved by the shareholders of Merged Corporation on May 28, 2004.

FOURTH: The effective time and date of the merger herein provided for in the State of Florida shall be effective when accepted for filing.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 15th day of June, 2004.

SURVIVING CORPORATION:

ADVANTAGE/MAYER, INC.

By: C. Michael Sunderland
C. Michael Sunderland, President

MERGED CORPORATION:

ADVANTAGE/MAYER ACQUISITION SUB, INC.

By: _____
John D. Shulman, President

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 28th day of June, 2004.

SURVIVING CORPORATION:

ADVANTAGE/MAYER, INC.

By: _____
C. Michael Sunderland, President

MERGED CORPORATION:

ADVANTAGE/MAYER ACQUISITION SUB, INC.

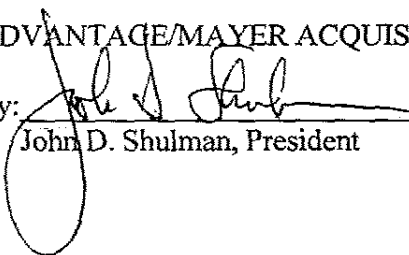
By:  _____
John D. Shulman, President

EXHIBIT A

PLAN OF MERGER

PLAN OF MERGER adopted by the unanimous written consent of the Board of Directors of Advantage/Mayer, Inc. on June 1, 2004, which is a corporation organized under the laws of the State of Florida ("Mayer"), and which is subject to the provisions of the Florida Business Corporation Act, was approved on June 21, 2004, by a majority of all of the votes of the shareholders of Mayer entitled to be cast, and approved on May 28, 2004 by Advantage/Mayer Acquisition Sub, Inc., which is a corporation organized under the laws of the State of Florida ("Sub"), and which is subject to the provisions of the Florida Business Corporation Act, by resolution adopted by its Board of Directors on said date. Mayer and Sub and their respective shareholders have authorized, and Mayer and Sub have executed, that certain Agreement and Plan of Merger dated as of December 9, 2003, as amended and restated as of May 28, 2004 by and among Mayer, Sub, Advantage Sales & Marketing Inc. (the "Buyer") and Allied Capital Corporation (the "Agreement").

ARTICLE I – THE MERGER

1.1 Merger. Upon the terms and subject to the conditions of this Plan of Merger and in accordance with the applicable provisions of the Florida Business Corporation Act, as amended, and any rules and regulations thereunder (the "Governing Law"), at the Effective Time (as defined below), Sub shall be merged with and into Mayer (the "Merger"). As a result of the Merger, the separate existence of Sub shall thereupon cease and Mayer shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

1.2 Effective Time of Merger. The parties shall (i) file articles of merger (the "Articles of Merger") in such form as is required by and executed in accordance with the relevant provisions of the Governing Law and (ii) make such other filings or recordings as required under the Governing Law. The Merger shall become effective at the time specified in the Articles of Merger (the "Effective Time").

1.3 Effects of Merger. The Merger shall have the effects set forth in Section 607.1106 of the Governing Law. Without limiting the generality of the foregoing, at the Effective Time, all the property, rights, privileges, powers, goodwill and franchises of Mayer and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Mayer and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Mayer, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by the Governing Law.

1.5 By-Laws. The by-laws of Sub as in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Corporation, and thereafter may be amended as

required by this Plan of Merger or otherwise in accordance with their terms and as provided by the Governing Law.

1.6 Officers and Directors. The officers of Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation at the Effective Time. The directors of Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation at the Effective Time.

ARTICLE II – CONVERSION OF SHARES IN THE MERGER

2.1 Conversion of Shares.

(a) Mayer Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Mayer, any holders (the “Equity Holders”) of common stock, par value \$0.01 per share, of Mayer (the “Company Stock”), or Sub:

(i) Each share of the Company Stock, except shares with respect to which an Equity Holder has made a proper demand in accordance with Section 607.1321 of the Governing Law, that is outstanding immediately prior to the Effective Time (the “Canceled Company Stock”) shall be converted, subject to the escrow provisions of the Agreement, into:

(A) as to each share of Canceled Company Stock with respect to which the holder has entered into an election agreement with the Buyer and Allied Capital Corporation in accordance with the Agreement (the “Election Agreement”),

(1) the right to receive the number of shares of Buyer Stock (as defined in the Agreement) determined by dividing (W) the product of the aggregate consideration for the Merger as determined pursuant to the Agreement (the “Merger Consideration”) and the percentage of the Merger Consideration the holder of such share elected in its Election Agreement to receive in Buyer Stock by (X) the product of the total number of shares of Canceled Company Stock and the value per share of the Buyer Stock on the Closing Date (the “Buyer Stock Value”). For purposes of this Plan of Merger, “Buyer Stock Value” shall equal \$10.00; and

(2) the right to receive a cash payment (“Cash Payment”) from the Buyer in the amount determined by dividing (x) the product of the Merger Consideration and the percentage of the Merger Consideration the holder of such share elected in its Election Agreement to receive in cash by (y) the total number of shares of Canceled Company Stock;

(B) as to each share of Canceled Company Stock with respect to which the holder has not entered into an Election Agreement, such holder shall be deemed to have made such election to receive from the Buyer 50% of such portion of the Merger Consideration in a Cash Payment and 50% of such portion of the Merger Consideration in Buyer Stock;

(ii) Cash shall be paid in lieu of fractional shares of Buyer Stock.

(iii) All shares of the Company Stock which are held in the treasury of Mayer shall be canceled and retired and shall cease to exist without any conversion thereof and no Merger Consideration or other consideration shall be delivered in exchange therefor.

(b) Sub Shares. Each share of common stock of Sub issued and outstanding immediately prior to the Effective Time shall be converted into one newly and validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation.

(c) At the Effective Time, by virtue of the Merger and without any further action on the part of Mayer or Sub, the Canceled Company Stock shall be canceled and extinguished, and each certificate previously representing such Canceled Company Stock shall represent, for all corporate purposes, the right to receive the Merger Consideration pursuant to this Plan of Merger and the Agreement.