

CT CORPORATION SYSTEM

K09027

FILED
01 SEP -4 PM 12:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Diamond Hitts Production, Inc. (FL) Merging into: Diamond Hitts Produc

0

Merger

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

RECEIVED
01 SEP -4 AM 11:15
DIVISION OF CORPORATION

Name 8/30/01

Order#: 4762367

Availability _____

Document

Examiner _____

Updater _____

Verifier _____

W.P. Verifier _____

900004567499--2

-09/04/01--01068--010

Ref#: *****70.00 *****70.00

Amount: \$ _____

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

82

*00789, 00711, 00524, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

DIAMOND HITS PRODUCTION, INC., a Florida corporation K09027
,

INTO

DIAMOND HITS PRODUCTION, INC., a Nevada entity not qualified in Florida.

File date: September 4, 2001

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 4, 2001

CT Corporation System
660 East Jefferson St.
Tallahassee, FL 32301

SUBJECT: DIAMOND HITS PRODUCTION, INC.
Ref. Number: K09027

We have received your document for DIAMOND HITS PRODUCTION, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

If shareholder approval was not required, a statement to that effect must be contained in the merger for each applicable corporation.

Please see the fifth paragraph. The name change amendment was filed on 3-28-01 changing the name to Diamond Hits Production, Inc. Please see the attached printout and correct the date.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 001A00049887

Date changed and statement added in fifth article regarding shareholder approval not being required. Please backdate if possible to 9/4/01

Thanks!

Lauree@CT

RECEIVED
01 SEP -6 AM 11:08
DIVISION OF CORPORATION

ARTICLES OF MERGER
(Profit Corporations)

FILED
01 SEP -4 PM 12:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Diamond Hitts Production, Inc.	Nevada

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Diamond Hitts Production, Inc.	Nevada
Diamond Hitts Production, Inc.	Florida

Third: The Plan of Merger is on file at the place of business of Diamond Hitts Production, Inc., located at 92 Corporate Park, C-802, Irvine, CA 92606, the terms and conditions contained therein.

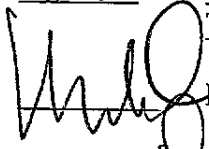
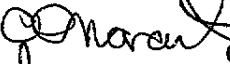
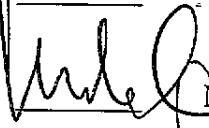

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Plan of Merger was adopted by the board of directors of the surviving corporation on June 22, 2001. Shareholder approval was not required.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 22, 2001.

SIGNATURES ON NEXT PAGE

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name Individual & Title</u>
Diamond Hitts Production, Inc. (Florida)		Mark Crist, President
Diamond Hitts Production, Inc. (Florida)		Charles Maranto, Secretary
Diamond Hitts Production, Inc. (Nevada)		Mark Crist, President
Diamond Hitts Production, Inc. (Nevada)		Charles Maranto, Secretary

**AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
DIAMOND HITS PRODUCTION, INC. (NEVADA)
AND
DIAMOND HITS PRODUCTION, INC. (FLORIDA)**

This Agreement and Plan of Merger ("Agreement") between Diamond Hits Production, Inc. ("DHTT Nevada" or "Surviving Corporation") and Diamond Hits Production, Inc. ("DHTT Florida"), the two corporations acting by their respective boards of directors and sometimes collectively referred to as the "Constituent Corporations," is entered into this 9th day of August, 2001 in Irvine, California, and will have an effective date, if approved as set forth in Article I, Section 1 hereafter, of August 30, 2001 ("Effective Date").

WHEREAS, DHTT Nevada is a corporation organized and existing under the laws of the State of Nevada, having been incorporated on June 20, 2001, with its principal business office to be located at 92 Corporate Park, C-802, Irvine, CA 92606;

WHEREAS, the authorized capital stock of DHTT Nevada is Five Hundred and Fifty Million (550,000,000) shares of common stock, par value of One Tenth of One Cent (\$0.001) per share, none of which have been issued; Five Million (5,000,000) Class A Preferred shares, par value of One Tenth of One Cent (\$0.001) per share, none of which have been issued; and Ten Million (10,000,000) Class B Preferred shares, par value of One Tenth of One Cent (\$0.001) per share, none of which have been issued.

WHEREAS, Nevada Revised Statutes 92A.190 confers upon DHTT Nevada the power to merge with a foreign corporation, and Nevada Revised Statutes 92A.250 confers upon DHTT Nevada the right to issue its own shares in exchange for shares of any corporation to be merged into DHTT Nevada;

WHEREAS, DHTT Florida is a corporation organized and existing under the laws of the State of Florida, having been originally incorporated in July 1998 as Hitsgalore.com, a closely held Nevada corporation. On March 19, 1999, Hitsgalore.com merged, in a reverse merger transaction, with Systems Communication, Inc., a Florida corporation, and the name of the surviving corporation was changed to Hitsgalore.com, Inc. On March 28, 2001, an Amended Certificate of Incorporation was filed with the Secretary of State, Florida amending the First Article of the Certificate of Incorporation to change the name of the corporation to Diamond Hits Production, Inc.

WHEREAS, the authorized capital stock of DHTT Florida consists of Five Hundred and Fifty Million (550,000,000) shares of common stock, par value of One Tenth Cent (\$0.001) per share, of which One Hundred and Eighty Four Million, Two Hundred Thousand, One Hundred and Seventy Two (184,200,172) shares are presently issued and outstanding; Five Million (5,000,000) Class A Preferred shares, par value of One Tenth Cent (\$0.001) per share, of which none have been issued; and Ten Million (10,000,000) Class B Preferred shares, par value of One Tenth Cent (\$0.001) per share, of which One Hundred Thousand (100,000) have been issued

Florida Statutes provide that a foreign corporation and a domestic corporation may be merged and the foreign corporation can be the surviving entity.

WHEREAS, the respective boards of directors of DHTT Nevada and DHTT Florida deem it desirable and in the best interests of the corporations and their stockholders that the corporations enter into this Agreement and merge pursuant to the terms and conditions contained herein and for the sole purpose of redomiciling the corporation into the State of Nevada; and

WHEREAS, in order to consummate this merger and in consideration of the mutual benefits to be derived and the mutual agreements contained herein, DHTT Nevada and DHTT Florida approve and adopt this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements, provisions and covenants herein contained, it is agreed by and between the parties that, in accordance with the provisions of the laws of the State of Nevada, DHTT Nevada and DHTT Florida shall be, and they are, as of the merger date (as defined in Article I, Section 2 hereafter) merged into a single surviving corporation, which shall be and is DHTT Nevada, one of the Constituent Corporations, which shall continue its corporate existence and remain a Nevada corporation governed by the laws of that state, all on the terms and conditions set forth as follows:

ARTICLE I MERGER

1. Shareholder Approval.

This Agreement shall be submitted for approval and adoption, pursuant to and in accordance with the applicable provisions of the laws of the State of Nevada and the State of Florida, to the holders of common stock of DHTT Nevada and to the holders of common shares of DHTT Florida at duly held shareholders' meetings or by majority written consent. This Agreement shall be approved and adopted upon receiving the affirmative vote of the holders of a majority of the common stock of DHTT Nevada outstanding on the record date established for determining the holders of DHTT Nevada common stock entitled to vote at such DHTT Nevada shareholders' meeting, and the affirmative vote of a majority of the common shares of DHTT Florida outstanding on the record date established for determining the holders of common shares entitled to vote at such DHTT Florida shareholders' meeting. If this Agreement shall be so approved and adopted, DHTT Nevada and DHTT Florida shall immediately proceed to effectuate the merger of DHTT Florida into DHTT Nevada. If this Agreement shall not be so approved and adopted, it shall, without any further action by the parties, other than certification to the other Constituent Corporation of the results of the vote by the Secretary or Clerk, as the case may be, of the Constituent Corporation the shareholders of which shall not have approved or adopted this Plan, be cancelled without liability from either party to the other.

2. Filings After Shareholder Approval.

Under Florida Statutes, DHTT Florida will cease to exist and DHTT Nevada will possess all the powers and property formerly possessed by DHTT Florida upon approval of this Agreement by its shareholders, and the filing with the Florida Secretary of State the following (A) an agreement that DHTT may be served with process in Florida, in any proceeding for enforcement of any obligation of any constituent corporation of Florida, as well as for enforcement of any obligation of the surviving or resulting corporation arising from the merger or consolidation, including any suit or other proceedings pursuant to Florida Statutes, and shall irrevocably appoint the Secretary of State as its agent to accept service of process in any such suit or other proceedings and shall specify the address to which a copy of such process shall be mailed by the Secretary of State.

As soon as practicable after the approval of the merger by the shareholders of DHTT Nevada has been obtained and all other conditions to the obligations of the parties to this agreement to the effect the merger shall have been satisfied or waived, DHTT Nevada shall file with the Nevada Secretary of State a duly executed Articles of Merger, as required by Nevada Revised Statutes 92A.200, and take such other and future actions as may be required by Nevada law to make the merger effective. The merger of DHTT Florida into DHTT Nevada shall become effective upon the filing of the Articles of Merger with the Nevada Secretary of State ("Merger Date").

3. Effect of Merger.

DHTT Nevada shall succeed to, without other transfer, and shall possess and enjoy all rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all restrictions, disabilities and duties of each of two Constituent Corporations, and all and singular, the rights, privileges, powers and franchises of each of corporations, and all property, real, personal and mixed, and all debts to either of Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be as effectually property of the Surviving Corporation as they were of Constituent Corporations, provided, that all rights of creditors and all liens on any property of each of Constituent Corporations shall be preserved unimpaired, limited to property affected by the liens at time of merger, and all debts, liabilities and duties of Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if debts, liabilities and duties had been incurred or contracted by it. If at any time the Surviving Corporation shall deem or be advised that any further assignments or assurances in law or things are necessary or desirable to vest, or to perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property acquired or to be acquired by reason of or as a result of merger provided for by this agreement, proper officers and directors of each of Constituent Corporations shall execute and deliver all proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to property in the Surviving Corporation and otherwise to carry out the purpose of this Agreement.

ARTICLE II
NAME AND CONTINUED CORPORATE EXISTENCE
OF SURVIVING CORPORATION

The corporate name of DHTT Nevada, the Constituent Corporation whose corporate existence is to survive this merger and continue thereafter as the Surviving Corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of DHTT Florida shall be wholly merged into DHTT Nevada. Accordingly, on the Merger Date the separate existence of DHTT Florida, except insofar as continued by statute, shall cease.

ARTICLE III
GOVERNING LAW
CERTIFICATE OF INCORPORATION

As stated, the laws of State of Nevada shall govern the Surviving Corporation. From and after the Merger Date, the Articles of Incorporation of DHTT Nevada shall be and become the certificate of incorporation of the Surviving Corporation.

ARTICLE IV
BYLAWS OF SURVIVING CORPORATION

From and after the Merger Date the present bylaws of DHTT Nevada shall be and become the bylaws of the Surviving Corporation until they shall be altered, amended or repealed, or until new bylaws shall be adopted, in accordance with the provisions of law, the bylaws and the certificate of incorporation of the Surviving Corporation.

ARTICLE V
DIRECTORS AND OFFICERS

1. Directors.

The number of directors of the Surviving Corporation, who shall hold office until their successors have been duly elected and shall have qualified, or as otherwise provided in the certificate of incorporation of DHTT Nevada or its bylaws, shall be five (5) until changed by action of the Board of Directors of the Surviving Corporation pursuant to its bylaws; and the respective names of the first directors of the Surviving Corporation are as follows:

Mark Crist
Ted C. Connolly
John J. Anton
Charles Maranto
David L. Shade

If, on or after the Merger Date, a vacancy shall for any reason exist in the Board of Directors of the Surviving Corporation, or in any of the offices, the vacancy shall be filled in the manner provided in the certificate of incorporation of DHTT Nevada or in its bylaws.

2. Annual Meeting.

The first annual meeting of the shareholders of the Surviving Corporation after the Merger Date shall be the annual meeting provided by the bylaws of DHTT Nevada for the year 2001.

3. Officers.

The first officers of the Surviving Corporation, who shall hold office until their successors have been elected or appointed and shall have qualified, or as otherwise provided in its bylaws, are as follows:

Mark Crist, President
Charles Maranto, Secretary
Ted Conolly, Treasurer

**ARTICLE VI
CAPITAL STOCK OF SURVIVING CORPORATION**

The capitalization of the Surviving Corporation upon the Merger Date shall be as set forth in the certificate of incorporation of DHTT Nevada.

**ARTICLE VII
CONVERSION OF SHARES ON MERGER**

Each of the shares of common stock, par value of One Tenth Cent (\$0.001) per share, of DHTT Florida outstanding on the Merger Date ("DHTT Florida Stock"), and all rights shall upon the Merger Date be converted into one share of common stock, par value One Tenth of One Cent (\$0.001) per share of DHTT Nevada ("DHTT Nevada Stock"). At any time and from time to time after the Merger Date, each holder of an outstanding certificate or certificates representing shares of DHTT Florida Stock shall be entitled, upon the surrender of the certificate or certificates at the office of an transfer agent of DHTT Nevada to be designated by the Board of Directors of DHTT Nevada to receive in exchange a certificate or certificates representing the number of shares of DHTT Nevada Stock into which the shares of DHTT Florida Stock represented by the certificate or certificates surrendered shall have been converted. No dividend shall be paid by DHTT Nevada to the holders of outstanding certificates expressed to represent shares of DHTT Florida Stock, but, upon surrender and exchange as provided, there shall be paid to the record holder of the certificate or certificates for DHTT Nevada Stock issued in exchange therefor an amount with respect to each such share of DHTT Nevada Stock equal to all dividends

which shall have been paid or become payable to holders of record of DHTT Nevada Stock between the Merger Date and the date of exchange.

ARTICLE VIII ASSETS AND LIABILITIES

On the Merger Date, all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other choses in action, and all and every other interest of or belonging to either of Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property and every other interest shall be as effectually the property of the Surviving Corporation as it was of the respective Constituent Corporations, and the title to any real estate or any interest, whether vested by deed or otherwise, in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be submitted in place of either of the Constituent Corporations. The parties respectively agree that from time to time, when requested by the Surviving Corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this Agreement.

ARTICLE IX CONDUCT OF BUSINESS BY CONSTITUENT CORPORATIONS

Prior to the Merger Date DHTT Florida shall conduct its business in its usual and ordinary manner, and shall not enter into any transaction other than in the usual and ordinary course of such business except as provided. Without limiting the generality of the above, DHTT Florida shall not, except as otherwise consented to in writing by DHTT Nevada or as otherwise provided in this agreement:

1. Issue or sell any shares of its capital stock in addition to those outstanding on this date, except shares issued pursuant to rights or options outstanding at that date;
2. Issue rights to subscribe to or options to purchase any shares of its stock in addition to those outstanding on this date;
3. Amend its certificate of incorporation or its bylaws;

4. Issue or contract to issue funded debt;
5. Declare or pay any dividend or make any other distribution upon or with respect to its capital stock.
6. Repurchase any of its outstanding stock or by any other means transfer any of its funds to its shareholders either selectively or rateably, in return for value or otherwise, except as salary or other compensation in the ordinary or normal course of business;
7. Undertake or incur any obligations or liabilities except current obligations or liabilities in the ordinary course of business and except for liabilities for fees and expenses in connection with the negotiation and consummation of the merger in amounts to be determined after the Merger Date;
8. Mortgage, pledge, subject to lien or otherwise encumber any realty or any tangible or intangible personal property;
9. Sell, assign or otherwise transfer any tangible assets of whatever kind, or cancel any claims, except in the ordinary course of business;
10. Sell, assign, or otherwise transfer any trademark, trade name, patent or other intangible asset;
11. Default in performance of any material provision of any material contract or other obligation;
12. Waive any right of any substantial value; or
13. Purchase or otherwise acquire any equity or debt security of another corporation except to realize on an otherwise worthless debt.

ARTICLE X WARRANTIES OF THE CONSTITUENT CORPORATIONS

1. Representations and Warranties of DHTT Florida.

DHTT Florida covenants, represents and warrants to DHTT Nevada that:

- a. It is on the date of this Agreement, and will be on the Merger Date, (a) a corporation duly organized and existing and in good standing under the laws of the jurisdiction of the State of Florida (b) duly authorized under its articles, and under applicable laws, to engage in the business carried on by it, and (c) it is fully qualified to do business in the State of Florida;
- b. All federal, state and local tax returns required to be filed by it on or before the Merger Date will have been filed, and all taxes shown to be required to be paid on or before the Merger Date will have been paid;

c. It will use its best efforts to collect the accounts receivable owned by it on or prior to the Merger Date and will follow its past practices in connection with the extension of any credit prior to the Merger Date;

d. All fixed assets owned by it and employed in its business are of the type, kind and condition appropriate for its business and will be operated in the ordinary course of business until the Merger Date;

e. All leases now held by it are now and will be on the Merger Date in good standing and not voidable or void by reason of any default whatsoever;

f. During the period between June 22, 2001, and the date of this Agreement, except as disclosed in writing to DHTT Nevada, it has not taken any action, or suffered any conditions to exist, to any material or substantial extent in the aggregate, which it has agreed in Article IX or this Article X of this Agreement not to take or to permit to exist during the period between the date of this agreement and the Merger Date;

g. It has not been represented by any broker in connection with the transaction contemplated, except as it has advised DHTT Nevada in writing; and

h. Its Board of Directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

i. DHTT Florida, in addition to other action which it has covenanted, represented, and warranted to DHTT Nevada that it shall take, shall also:

(1) Use its best efforts to preserve its business organization intact, to keep available to DHTT Nevada the present officers and employees of DHTT Florida, and to preserve for DHTT Nevada the relationships of DHTT Florida with suppliers and customers and others having business relations with DHTT Florida; and

(2) Not increase the compensation, wages, or other benefits payable to its officers or employees, other than increases which DHTT Nevada has approved in writing.

2. Representations and Warranties of DHTT Nevada.

DHTT Nevada covenants, represents and warrants to DHTT Florida that:

a. DHTT Nevada is a corporation duly organized and existing and in good standing under the laws of the State of Nevada and has the corporate power to own its properties and to carry on its business as now being conducted; and

b. Its Board of Directors has, subject to the authorization and approval of its stockholders,

authorized and approved the execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

ARTICLE XI CONSUMMATION OF MERGER

If the merger contemplated is completed, all expenses incurred in consummating the plan of merger shall, except as otherwise agreed in writing between the Constituent Corporations, be borne by DHTT Nevada. If the merger is not completed, each of the Constituent Corporations shall be liable for, and shall pay, the expenses incurred by it.

Notwithstanding shareholder authorization and at any time prior to the filing, the filing and recording of this agreement may be deferred from time to time by mutual consent of the respective boards of directors of each of the Constituent Corporations, and, to the extent provided in (a), (b), (c) and (d) below, the merger may be abandoned:

1. By the mutual consent of the respective Boards of Directors of each of the Constituent Corporations;
2. At the election of the Board of Directors of DHTT Nevada, if (a) demands by shareholders for appraisal of their shares of DHTT Florida Stock have been received from the holders of twenty-five percent (25%) or more of the outstanding shares, or (b) in the judgment of the Board any judgment is rendered relating to any legal proceeding not commenced and the existence of the judgment will or may materially affect the rights of either Constituent Corporation to sell, convey, transfer or assign any of its assets or materially interfere with the operation of its business, renders the merger impracticable, undesirable or not in the best interests of its shareholders;
3. By the Board of Directors of DHTT Nevada if there shall not have been submitted to DHTT Nevada the opinion of counsel for DHTT Florida, in form and substance satisfactory to DHTT Nevada, to the effect that (1) DHTT Florida is a validly organized and duly existing corporation, (2) this Agreement has been duly authorized by, and is binding upon, DHTT Florida in accordance with its terms, and (3) all the properties, estate, rights, privileges, powers and franchises of DHTT Florida and all debts due to DHTT Florida shall be transferred to and vested in DHTT Nevada, as the Surviving Corporation, without further act or deed, subject only to any legal requirements for recording or filing any instruments of conveyance, assignment or transfer, the giving of notice of any such conveyance, assignment or transfer, consents of third parties and governmental authorities to assignment of any contract or lease, and other specified exceptions acceptable to DHTT Nevada;
4. At the election of the Board of Directors of DHTT Florida if there shall not have been submitted to DHTT Florida the opinion of counsel for DHTT Nevada, in form and substance satisfactory to DHTT Florida, to the effect that (1) DHTT Nevada is a validly organized and duly existing corporation, (2) this Agreement has been duly authorized by, and is binding upon, DHTT Nevada in accordance with its terms, (3) when Articles of Merger shall have been filed as

provided in this Agreement, the merger will become effective and all liabilities and obligations of DHTT Florida will become the liabilities and obligations of DHTT Nevada, as the surviving corporation, fully and without any further action by either Constituent Corporation, (4) the DHTT Florida Stock will be converted into DHTT Nevada Stock, (5) the DHTT Nevada Stock into which the DHTT Florida Stock will be converted as provided herein will be legally and validly authorized, exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, ("Act"), provided by Section 3(a)(10) thereof, exempt from the registration requirements of Nevada Revised Statutes 90.460, as amended, provided by Nevada Revised Statutes 90.530(11), and may be issued without a restrictive legend pursuant to Rule 145(a)(2) under the Act if the shares of DHTT Florida are otherwise unrestricted, and (6) when issued will be validly issued, fully paid and nonassessable stock of the surviving corporation;

5. At the election of the Board of Directors of either Constituent Corporation if:

a. The warranties and representations of the other Constituent Corporation contained in this Agreement shall not be substantially accurate in all material respects on and as of the date of election; or the covenants contained of the other Constituent Corporation shall not have been performed or satisfied in all material respects;

b. Prior to the merger (1) there shall have been filed in any court or agency having jurisdiction a complaint or other proceeding seeking to restrain or enjoin the merger contemplated hereby, or (2) there shall have been presented to DHTT Florida or DHTT Nevada or any director or officer of either of them any process, demand or request which, in the opinion of counsel for either Constituent Corporation, offers reasonable ground to believe that a complaint or bill in equity may be forthcoming which, if successful, would restrain, enjoin or dissolve the merger, and if, in either case, such Board of Directors determines that abandonment and cancellation of this Agreement is advisable in the best interests of the Constituent Corporations, their shareholders, employees and customers;

c. If the Merger Date shall not have occurred by September 15, 2001, then, at the option of the Board of Directors of either Constituent Corporation, it may be deferred to a date on or after September 15, 2001. If the Merger Date shall not have occurred by October 15, 2001, then, at the option of the Board of Directors of either Constituent Corporation the merger may be abandoned. In the event of the abandonment of the merger pursuant to the foregoing provisions, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations or its shareholders or directors or officers in respect of this merger except the obligation of each Constituent Corporation to pay its own expenses as provided in this Article XI.

ARTICLE XII RESIDENT AGENT

The respective names of the county and the city within the county in which the principal office of the surviving corporation is to be located in the State of Nevada, the street and number of this office, the name of the registered agent will, as of the Merger Date, be as set forth in Article Second of the Articles of Incorporation of the Surviving Corporation.

ARTICLE XIII RIGHT TO AMEND ARTICLES OF INCORPORATION

The Surviving Corporation reserves the right to amend, alter, change or repeal its Articles of Incorporation in the manner now or later prescribed by statute or otherwise authorized by law; and all rights and powers conferred in the certificate of incorporation on shareholders, directors or officers of DHTT Nevada, or any other person, are subject to this reserved power.

ARTICLE XIV MISCELLANEOUS

1. Access to Books and Records.

To enable DHTT Nevada to coordinate the activities of DHTT Florida into those of DHTT Nevada on and after the Merger Date, DHTT Florida shall, before the Merger Date, afford to the officers and authorized representatives of DHTT Nevada free and full access to the plants, properties, books and records of DHTT Florida, and the officers of DHTT Florida will furnish DHTT Nevada with financial and operating data and other information as to the business and properties of DHTT Florida as DHTT Nevada shall from time to time reasonably request. DHTT Nevada shall, before the Merger Date, afford to the officers and authorized representatives of DHTT Florida such access, and DHTT Nevada's officers will furnish such data and information to DHTT Florida, as may be reasonably required by DHTT Florida for the preparation of its proxy statement in connection with the meeting of shareholders to be called pursuant to section 1 of Article I of this Agreement. DHTT Nevada and DHTT Florida agree that, unless and until the merger contemplated by this Agreement has been consummated, DHTT Nevada and DHTT Florida and their officers and representatives will hold in strict confidence all data and information obtained from one another as long as it is not in the public domain, and if the merger provided for is not consummated as contemplated, DHTT Nevada and DHTT Florida will each return to the other party all data as the other party may reasonably request.

2. Rights Cumulative; Waivers.

The rights of each of the parties under this Agreement are cumulative. The rights of each of the parties hereunder shall not be capable of being waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

3. Benefit; Successors Bound.

This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their heirs, executors, administrators, representatives, successors, and permitted assigns.

4. Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no promises, agreements, conditions, undertakings, understandings, warranties, covenants or representations, oral or written, express or implied, between them with respect to this Agreement or the matters described in this Agreement, except as set forth in this Agreement. Any such negotiations, promises, or understandings shall not be used to interpret or constitute this Agreement.

5. Assignment.

Neither this Agreement nor any other benefit to accrue hereunder shall be assigned or transferred by either party, either in whole or in part, without the written consent of the other party, and any purported assignment in violation hereof shall be void.

6. Amendment.

This Agreement may be amended only by an instrument in writing executed by all the parties hereto.

7. Severability.

Each part of this Agreement is intended to be severable. In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render it enforceable and as so severed or modified, this Agreement shall continue in full force and effect.

8. Section Headings.

The Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Construction.

Unless the context otherwise requires, when used herein, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

10. Further Assurances.

In addition to the instruments and documents to be made, executed and delivered pursuant to this Agreement, the parties hereto agree to make, execute and deliver or cause to be made, executed and delivered, to the requesting party such other instruments and to take such other actions as the requesting party may reasonably require to carry out the terms of this Agreement and the transactions contemplated hereby.

11. Notices.

Any notice which is required or desired under this Agreement shall be given in writing and may be sent by personal delivery or by mail (either a. United States mail, postage prepaid, or b. Federal Express or similar generally recognized overnight carrier), addressed as follows (subject to the right to designate a different address by notice similarly given):

To DHTT Nevada:
92 Corporate Park, Suite C-802
Irvine, CA 92606

To DHTT Florida:
92 Corporate Park, Suite C-802
Irvine, CA 92606

12. Governing Law.

This Agreement shall be construed and enforced under, in accordance with, and governed by, the laws of the State of Nevada.

13. Consents.

The person signing this Agreement on behalf of each party hereby represents and warrants that he has the necessary power, consent and authority to execute and deliver this Agreement on behalf of such party.

14. Termination of Agreement.

This Agreement shall terminate on the Effective Date unless all actions required under this Agreement have not been fully performed.

15. Survival of Provisions.


The representations and warranties contained in Article X of this agreement and any liability of one Constituent Corporation to the other for any default under the provisions of Articles IX or X of this agreement, shall expire with, and be terminated and extinguished by, the merger under this agreement on the Merger Date.

16. Execution in Counterparts.

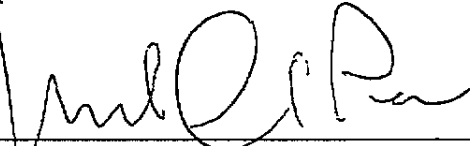
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

DHTT NEVADA:

By: 
Mark Crist, President

DHTT FLORIDA:

By: 
Mark Crist, President