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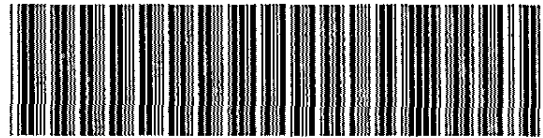
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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04 SEP -8 PM 5:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NR



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 875072 4377580

AUTHORIZATION :

COST LIMIT : \$ 50.00

FILED
04 SEP - 8 PM 5:20
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

ORDER DATE : September 3, 2004

ORDER TIME : 9:58 AM

ORDER NO. : 875072-005

CUSTOMER NO: 4377580

CUSTOMER: Ms. Melissa A. Ledbetter
Summers Compton Wells And
8909 Ladue Road

St. Louis, MO 63124-2014

ARTICLES OF MERGER

MAG CONSULTING, LLC

INTO

GIBSON MARKETING SERVICES, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

FLORIDA DEPARTMENT OF STATE
P.O. BOX 6327
TALLAHASSEE, FL 32314

04 SEP -8 PM 5:20
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The undersigned parties to the merger hereby state as follows:

1. The Agreement and Plan of Merger is attached.
2. The Agreement and Plan of Merger has been authorized and approved by each party to the merger in accordance with the applicable provisions of Chapter 608.
3. The Effective Date of the merger is date of filing.
4. The name of the Surviving Entity is Gibson Marketing Services, LLC, a Missouri limited liability company.
5. The principal place of business of Gibson Marketing Services, LLC in Missouri is 5257 Shaw Avenue, Suite 100, St. Louis, MO 63110.
6. Gibson Marketing Services, LLC is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting members of each limited liability company that is a party to the merger.
7. Gibson Marketing Services, LLC has agreed to promptly pay to the dissenting member of each limited liability company that is a party to the merger the amount, if any, to which such dissenting members are entitled under Section 608.4384.

In affirmation that the facts stated above are true, the undersigned have executed these Articles of Merger on the 2nd day of September, 2004.

MAG Consulting, LLC

By: Mary Ann Gibson
Mary Ann Gibson, Member

Gibson Marketing Services, LLC

By: Mary Ann Gibson
Mary Ann Gibson, Manager

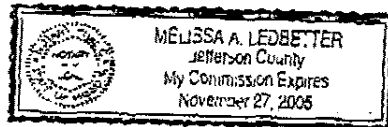
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, Melissa A. Ledbetter, a Notary Public, do hereby certify that on the 2nd day of September, 2004, personally appeared before me Mary Ann Gibson, who, being first duly sworn to me, declared that she is the Member of MAG Consulting, LLC, a Florida limited liability company, and that she signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Melissa A. Ledbetter
Notary Public

My Commission Expires:



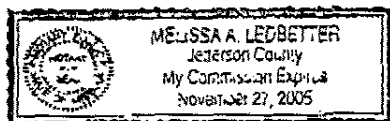
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, Melissa A. Ledbetter, a Notary Public, do hereby certify that on the 2nd day of September, 2004, personally appeared before me Mary Ann Gibson, who, being first duly sworn to me, declared that she is the Manager of Gibson Marketing Services, LLC, a Missouri limited liability company, and that she signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Melissa A. Ledbetter
Notary Public

My Commission Expires:



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 2nd day of September, 2004, by and among MAG CONSULTING, LLC, a Florida limited liability company (referred to as "Florida LLC") and GIBSON MARKETING SERVICES, LLC, a Missouri limited liability company (referred to as "Missouri LLC").

WHEREAS, MAG Consulting, LLC was formed pursuant to the Articles of Organization filed on February 8, 2001 with the Florida Department of State;

WHEREAS, Gibson Marketing Services, LLC was formed pursuant to the Articles of Organization filed on September 1, 2004 with the Missouri Secretary of State;

WHEREAS, Mary Ann Gibson holds one hundred percent (100%) of the Membership Interest of Florida LLC;

WHEREAS, Mary Ann Gibson holds one hundred percent (100%) of the Membership Interest of Missouri LLC; and

WHEREAS, the Member of Florida LLC and the Manager and Member of Missouri LLC, have resolved that the Florida LLC and the Missouri LLC be merged and the Missouri LLC shall be the surviving entity pursuant to the Revised Statutes of Missouri and Florida Statutes.

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

I. PARTIES TO MERGER

A. Constituent Entities. The name and state of organization of each constituent entity (the "Constituent Entities") to this Agreement are as follows:

<u>Name</u>	<u>State of Organization</u>
MAG Consulting, LLC	Florida
Gibson Marketing Services, LLC	Missouri

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B. Surviving Entity. The name of the surviving entity into which each other Constituent Entity proposes to merge is Gibson Marketing Services, LLC (the "Surviving Entity"). The Manager of such Surviving Entity is Mary Ann Gibson, 195 Bayfront Drive, Bonita Springs, Florida 34134.

II. BASIC TRANSACTION

A. Merger. On the Effective Date (defined below), and subject to satisfaction of the Conditions (defined below), Florida LLC shall merge with and into Missouri LLC, with Missouri LLC as the Surviving Entity pursuant to the provisions of the Revised Statutes of Missouri and Florida Statutes.

B. Conditions. This Agreement is subject to satisfaction of the following conditions (the "Conditions"):

(i) This Agreement shall be authorized and approved by the Member of the Florida LLC pursuant to Revised Statutes of Missouri and Florida Statutes, and the authorization and approval certified on this Agreement by the Member.

(ii) This Agreement shall be authorized and approved by the Manager and Member of Missouri LLC pursuant to the Revised Statutes of Missouri and the Florida Statutes, and the authorization and approval shall be certified on this Agreement by its Manager and Member.

C. Effective Date. The merger shall become effective on the date of filing of the Articles of Merger with the Missouri Secretary of State (the "Effective Date").

D. Articles of Merger. Promptly following the authorization, approval and certification of this Agreement by Florida LLC and Missouri LLC, Missouri LLC shall file Articles of Merger with the Missouri Secretary of State and Florida Department of State.

E. Effect of Merger. On the Effective Date, the separate existence of Florida LLC shall cease and shall be merged into Missouri LLC which, as the Surviving Entity, shall have the effects provided in Section 347.730 R.S.Mo.

III. CONVERSIONS

As of the Effective Date, the Constituent Entities shall be pooled as follows:

(i) The Membership percentage in the Surviving Entity received by the Member of Florida LLC shall be fifty percent (50%).

(ii) The Membership percentage in the Surviving Entity received by the Member of Missouri LLC shall be fifty percent (50%).

IV. ORGANIZATION DOCUMENTS

A. Articles of Organization. The Articles of Organization of Missouri LLC shall be and continue to be the Articles of Organization of the Surviving Entity until changed or amended as provided by law.

B. Operating Agreement. The Operating Agreement of Missouri LLC shall be the Operating Agreement of the Surviving Entity until amended as provided therein.

V. MISCELLANEOUS

A. Amendment. This Agreement may be amended, modified or abandoned at any time prior to the Effective Date by the unanimous written consent of the parties.

B. Counterpart Execution. For the convenience of the parties hereto and to facilitate the execution of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

C. Situs. This Agreement shall be construed and the powers and provisions herein contained shall be administered, exercised and carried into effect according to the laws of the State of Missouri and the State of Florida.

D. Binding Effect. This Agreement shall be binding upon the parties, their heirs, legal representatives, successors, trustees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day and year first above written.

Florida LLC:

MAG Consulting, LLC


By:


Mary Ann Gibson, Member

Missouri LLC:

Gibson Marketing Services, LLC

By:


Mary Ann Gibson, Manager and Member

CERTIFICATION

The undersigned hereby certify that this Agreement and Plan of Merger has been authorized and approved in accordance with the Revised Statutes of Missouri and Florida Statutes.

Florida LLC:

MAG Consulting, LLC

By: Mary Ann Gibson
Mary Ann Gibson, Member

Missouri LLC:

Gibson Marketing Services, LLC

By: Mary Ann Gibson
Mary Ann Gibson, Manager and Member

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