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LAW OFFICES OF
CRAIG F. SNYDER, P.A.
HARBOUR POINT PLAZA
11000 PROSPERITY FARMS ROAD, STE. 203
PALM BEACH GARDENS, FL 33410-3462
www.estatebiz.net

Craig F. Snyder
Attorney at Law

Tel. 561-627-8774
Fax. 561-627-7388

February 4, 2005

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

RE: Articles of Merger and Plan and Agreement of Merger
Of Hewlett Publications Services, Inc., a Florida Corporation and Aegis
Media, LLC, a Florida Limited Liability Company

Dear Sir or Madam:

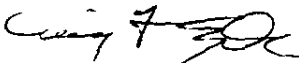
Enclosed are the following:

1. Articles of Merger as described above;
2. Plan and Agreement of Merger as described above (Plan and Agreement of Merger is attached to Articles of Merger and incorporated into the Articles of Merger per paragraph 1. of the Articles of Merger);
3. Fees for filing and certified copy.

The surviving entity per this merger is Aegis Media, LLC, a Florida Limited Liability Company.

Please file and return a certified copy together with your letter of confirmation to the address at the top of this letterhead.

Very truly yours,


Craig F. Snyder
CFS:vs

Enclosures(as specified)

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DIVISION OF STATE
CORPORATIONS
TALLAHASSEE, FLORIDA

Articles of Merger
Of
Hewlett Publications Services, Inc., a Florida Corporation
And
Aegis Media, LLC,
a Florida Limited Liability Company

P00-84395
604-88271

These Articles of Merger entered into this 24th day of January, 2005, by and between Hewlett Publications Services, Inc., a Florida Corporation ("Hewlett") and Aegis Media, LLC, a Florida Limited Liability Company ("Aegis").

WHEREAS Hewlett has an authorized capital stock consisting of 7500 shares of Common Stock, par value \$1 per share, of which 100 shares have been duly issued and are now outstanding; and

WHEREAS Aegis has an authorized capital membership interest consisting of uncertificated and unlimited units of ownership all of identical class and entitlement to participation in distribution and like matters of which 3000 uncertificated units of membership, that if certificated would, by operation of the Operating Agreement, carry a \$.01 per unit par value, were validly issued and outstanding; and

WHEREAS the Board of Directors and Manager respectively deem it advisable and generally to the advantage and welfare of the two parties and their respective shareholder and members that Hewlett merge with Aegis under and pursuant to the provisions of FS 607 and FS 608; and

WHEREAS the respective shareholders and members of the parties have approved the terms and conditions of the merger.

NOW, therefore, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties as follows:

1. Approval. On December 30, 2004, and January 12, 2005, respectively, the directors and shareholders of Hewlett and the manager and members of Aegis, after having waived notice, unanimously adopted and approved these Articles of Merger by Written Consents to Action, each respectively dated as aforescribed. These Articles of Merger effectuate that Agreement and Plan of Merger filed contemporaneous herewith as an attachment hereto and incorporated herein by reference (as the plan of merger for purposes of FS 608.4382(1)(a)), and were unanimously, on the preceding dates, approved in their entirety by the shareholders of Hewlett and by the members of Aegis by Written Consent to Action.

2. Merger. Hewlett shall be and hereby is merged into Aegis.

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3. **Effective Date.** These Articles of Merger shall become effective immediately upon compliance with the laws of Florida, the time of such effectiveness being hereinafter called the Effective Date.

4. **Surviving Entity.** Aegis shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida, but the separate corporate existence of Hewlett shall cease forthwith upon the Effective Date.

5. **Authorized Capital.** The authorized capital membership interest of Aegis following the Effective Date shall be unlimited and uncertificated in representation of units (without stock certificate and without limit as to the number of units of interest, but without limit as to the discretion of Aegis to issue such certification to its members from time to time) of membership that if certificated, would have a par value of \$.01 per unit, unless and until the same shall be changed in accordance with the laws of the State of Florida.

6. **Articles of Organization.** The Articles of Organization of Aegis following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Organization or herein upon any member or manager or officer of Aegis or upon any other person whomsoever are subject to this reserved power, shall continue as the Articles of Organization of Aegis as the surviving limited liability company. Such Articles of Organization shall constitute the Articles of Organization of Aegis separate and apart from these Articles of Merger and may be separately certified as the Articles of Organization of Aegis.

7. **Operating Agreement.** The Operating Agreement of Aegis shall be the Operating Agreement of Aegis as the surviving limited liability company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

8. **Further Assurance of Title.** If at any time, Aegis shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Aegis any right, title, or interest of Hewlett held immediately prior to the Effective Date, Hewlett and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in Aegis as shall be necessary to carry out the purposes of these Articles of Merger, and Aegis and the proper officers and managers thereof are fully authorized to take any and all such action in the name of Hewlett or otherwise.

9. **Non-Retirement of Membership Units.** Forthwith upon the Effective Date, each of the membership units of Aegis presently issued and outstanding

shall be and remain representative of membership interests in the surviving entity, and no units of membership interest or securities of Aegis shall be retired, but instead shall continue issued and outstanding as to the surviving entity.

10. Conversion of Outstanding Stock. Forthwith upon the Effective Date, each of the issued and outstanding shares of Common Stock of Hewlett and all rights in respect thereof shall be converted into ten(10) full paid and nonassessable membership "A" unit of Aegis, and each certificate nominally representing shares of Common Stock of Hewlett shall for all purposes be deemed to evidence the ownership of a like proportionate number of "A" units of membership interest of Aegis. The holders of certificates shall not be required immediately to surrender the same in exchange for units of membership interest in Aegis but, as certificates nominally representing shares of Common Stock of Hewlett, Aegis will cause to be registered on the records of Aegis as owners thereof, membership interests for a like number of units in Aegis.

11. Book Entries. The merger contemplated hereby shall be treated as a pooling of interest and as of the Effective Date entries shall be made upon the books of Aegis in accordance with the following:

(a) The assets and liability of Hewlett shall be recorded at the amounts at which they are carried on the books of Hewlett immediately prior to the Effective Date with appropriate adjustment to reflect the retirement of the 100 shares of Common Stock of Hewlett presently issued and outstanding.

(b) There shall be credited to Capital Account the aggregate amount of the par value per unit of membership interest of Aegis resulting from the conversion of the outstanding Common Shares of Hewlett.

(c) There shall be credited to Capital Surplus Account an amount equal to that carried on the Capital Surplus account of Hewlett immediately prior to the Effective Date.

(d) There shall be credited to Earned Surplus Account an amount equal to that carried on the Earned Surplus Account of Hewlett immediately prior to the Effective Date.

(e) There shall be credited to such other respective accounts an amount equal to that carried on the respective accounts of Hewlett immediately prior to the Effective Date.

12. Managers. The managers of Aegis following the Effective Date, shall be the managers of Aegis immediately prior to the Effective Date.

13. Officers. The officers, if any, of Aegis following the Effective Date, shall be the officers, if any, of Aegis immediately prior to the Effective Date.

14. Vacancies. If, upon the Effective Date, a vacancy shall exist in the Managers or, if applicable, in any of the offices of Aegis as the same are specified above, such vacancy shall thereafter be filled in the manner provided by law and the Operating Agreement of Aegis.

15. Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by their duly authorized representatives .

Hewlett Publication Services, Inc.

Aegis Media, LLC

Approved by the Board of Directors
And the Stockholders by duly
executed Unanimous Consent to
Action on Dec. 30, 2004.

Approved by the Managers and
Members by duly executed
Unanimous Consent to Action
on Jan. 12, 2005.

By: Carole Levy
President

By: Richard Levy
By and For Manager
(RLC Management, LLC)

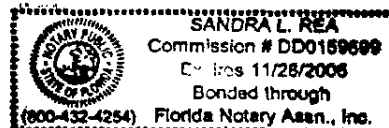
Attest: Carole Levy
Carole Becker
Secretary

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing Articles of Merger was subscribed and acknowledged before me to be same by and between Hewlett, Inc. and Aegis Media, LLC by Carole Becker(aka Carole Levy) and Richard Levy on JANUARY 24, 2005, all of whom personally appeared before me. Carole Becker is personally known to me or has produced _____ as identification and acknowledged executing the foregoing in the capacity of President and Secretary of Hewlett, Inc. Richard Levy is personally known to me or has produced _____ as identification and acknowledged executing the foregoing in the capacity of manager of RLC Management, LLC, manager of Aegis Media, LLC.

Sandra L. Rea
Notary

NOTARY PUBLIC
STATE OF FLORIDA
JAN 11:16



Plan and Agreement of Merger

This is a plan and agreement of merger(Agreement) dated as of the latest date of execution below, between Hewlett Publications Services, Inc., a Florida Corporation("Hewlett") and Aegis Media, LLC, a Florida Limited Liability Company("Aegis") in accordance with F.S. 608.438.

1. Merger of Hewlett into Aegis. Upon the effective date(defined in Section 4) Hewlett shall be merged with and into Aegis and the separate existence of Hewlett cease. Aegis(the Surviving Limited Liability Company) shall continue its existence under, and shall be governed by, the laws of the State of Florida and the manager(s) of Aegis shall continue as the managers of the Surviving Entity. The address of the registered or principal office of the Surviving Limited Liability Company in Florida is 2812 Carambola Circle S, Coconut Creek, FL 33066.

2. Articles of Organization and Operating Agreement. The Articles of Organization of Aegis shall be the Articles of Organization following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Operating Agreement of Aegis as in effect on the effective date, shall be the Operating Agreement of the Surviving Limited Liability Company until altered, amended or repealed, as provided therein.

3. Status and Conversion of Shares. Upon the effective date:

(a) Each issued and outstanding share or membership interest(certificated or uncertificated) of Aegis common, shall be and continue to be an issued and outstanding share or membership interest of the Surviving Limited Liability Company;

(b) Each issued and outstanding share of Hewlett common stock, par value \$1 per share, shall be forthwith converted into ten (10) fully paid and nonassessable "A" share/unit or membership interest(certificated or uncertificated) of the Surviving Limited Liability Company.

After the effective date, each holder of an outstanding certificate(s) of Hewlett may surrender the same to Aegis, or its designated exchange agent, and shall be entitled to receive in exchange therefor as to each surrendered share a share or membership interest(certificated or uncertificated as then represented) of Aegis in accordance with the conversion described above. Until surrendered, each outstanding certificate which prior to the effective date represented Hewlett shares, shall be deemed for all purposes to evidence ownership of the number of shares or uncertificated units of common

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membership interest of Aegis into which the Hewlett shares shall have been converted.

4. Shareholders' Approval; Effective Date. This Agreement shall be submitted for approval to the shareholders of Hewlett and the Members of Aegis, respectively, at meetings thereof held no fewer than 30 days, nor greater than 60 days, unless waived by those entitled to notice thereof, from December 15, 2004, called and held separately in accordance with the laws of Florida, and, if approved by such votes required by law, then the Articles of Merger, reflecting this Agreement in the form required under FS 608.438 shall be delivered to the Florida Department of State, reflecting this Agreement, in the form required under Florida law. The delivery of the Articles of Merger to the Florida Department of State shall not be made until the fulfillment of the condition set forth in Section 10 and 11. The date on which the merger shall become effective is the date of entry and filing of this agreement with the Florida Department of State and that date shall be the effective date of this agreement.

5. Further Assurance. Before the effective date, Hewlett and Aegis shall, subject to the terms and conditions of this Agreement, take all such action as shall be necessary or appropriate in order to effectuate the merger. In case, at any time after the effective date, Aegis shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to Aegis full title to and possession of all the properties, assets, rights, privileges and franchises of Hewlett, then the persons who were officers and directors of Hewlett as of the effective date shall as such officers and directors take all such action and execute and deliver all such instruments as Aegis may determine to be necessary or desirable.

6. Representations and Warranties by Hewlett. Hewlett represents and warrants as follows:

(a) Hewlett is a corporation duly organized, validly existing and in good standing under the laws of Florida and has corporate power to carry on its business as it is now being conducted.

(b) Hewlett's authorized capital stock consists of 7500 shares of common stock, par value of \$1 per share. The numbers of shares issued and outstanding at January 1, 2005, were 100 shares of common stock, all such shares being validly issued and outstanding and fully paid and non-assessable. The numbers of shares outstanding on the effective date may change by virtue of the issuance of additional shares limited to the class of existing holders of record of issued and outstanding shares, or disregarded entity or entities as that term is defined under the Internal Revenue Code and Regulations, through which existing holders of record of issued and outstanding shares are deemed to be the owners thereof as to such shares. At the meeting of Hewlett's shareholders called to vote upon this Agreement, the shareholders entitled to vote thereon will

be the holders of all shares of every class outstanding on the record date for such meeting. Holders of stock of each class outstanding on the record date will be entitled to vote as a class. There are no existing options, calls or commitments of any character relating to Hewlett's authorized and unissued stock.

(c) The copies of Hewlett's Articles of Incorporation and Bylaws which have been delivered to Aegis are complete and correct. The consummation of the transactions contemplated by this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, agreement, indenture or other instrument applicable to Hewlett.

(d) The execution, delivery and performance of this Agreement by Hewlett have been duly approved by Hewlett's board of directors, subject to approval by holders of all of the stock issued and outstanding.

(e) Hewlett has delivered to Aegis copies of the following financial statements, all of which are true and correct in all material respects, have been prepared in accordance with generally accepted accounting principles consistently followed (except as stated in the explanatory notes attached to such statements and, in the case of interim statements, except for year-end adjustments) throughout the periods covered by such statements, and present fairly the consolidated financial position of Hewlett at the dates, or for the periods, covered by the statements:

- (1) U.S. Income Tax Return (Form 1120S) for years 2002 and 2003;
- (2) Balance Sheet as of 12/31/2002 and 12/31/2003; and
- (3) Statement of Operations as of 12/31/2002 and 12/31/2003.
- (4) Items (1)-(3) as of 12/31/2004 upon availability; for this purpose Hewlett confirms no relative material adverse positions.

(f) Except as and to the extent reflected or reserved against in Hewlett's statements above, Hewlett does not have any material liabilities or obligations (whether accrued, absolute, contingent or otherwise), including, without limitation thereto, any uninsured liabilities resulting from failure to comply with any law applicable to Hewlett or to the conduct of its business, and any tax liabilities due or to become due and whether (i) incurred in respect of Hewlett's income for any period prior to the close of business on the effective date of this agreement, or (ii) arising out of transactions entered into, or any state of facts existing, prior thereto.

(g) Hewlett has good, valid and defensible title to all of its properties and assets, real and personal (including those reflected in Hewlett's statements, as applicable, above), free and clear of all liens and encumbrances, except, if applicable, the lien of current taxes not yet due and payable and except such defects of title, easements and encumbrances as are not of a character, amount or extent as to materially detract from the value, or interfere with the

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prospective use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. If applicable, all leases pursuant to which Hewlett leases real or personal property are in good standing, valid and effective in accordance with their respective terms, and there is not under any of such leases any existing default, or any event which with notice or lapse of time or both would constitute a default in respect of which Hewlett has not taken adequate steps to prevent a default from occurring. Hewlett has not received notice of violation of any applicable zoning regulation, ordinance or other law, order, regulation or requirement relating to its operations or its owned or leased properties except such as have been or are being complied with or are being contested in good faith.

(h) Hewlett has delivered to Aegis accurate lists as of December 31, 2004, of the following:

- (1) All real property owned or leased by Hewlett with maps identifying the principal facility, building and structures located on any lands or premises owned or leased by Hewlett;
- (2) All patents, patent applications, trademarks, trademark registrations and applications, trade names, copyrights and copyright registrations and applications, presently owned, in whole or in part, by Hewlett;
- (3) Summary groupings, or property records, as to all automobiles, trucks, and other vehicles owned or leased by Hewlett;
- (4) All policies of insurance(including fidelity bonds covering officers and employees) in force with respect to Hewlett, and without restricting the generality of the preceding, those covering the respective properties, buildings, premises, machinery, equipment, furniture, fixtures and operations;
- (5) All agreements which involve in any case future payment by or to Hewlett of more than \$1,000; and all employment contracts and consultant agreements, incentive compensation, profit sharing, retirement pension or other employee benefit plans or arrangements, with respect to all of which Hewlett represents and warrants that Hewlett is not in default or knows of any reasons why any default in respect thereof will occur at any time hereafter(complete and correct copies of the agreements, plans and arrangements referred in this subparagraph (5) have been delivered or made available to Aegis);
- (6) The names and current annual salary rates of all Hewlett's present officers and employees together with a summary of

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copies of the plans establishing any bonuses paid or payable to such persons;

- (7) The names and ages of all Hewlett's pensioned employees whose pensions are unfunded and their current annual or monthly unfunded pension rates;
- (8) The name of each bank, brokerage firm, or other financial institution in which Hewlett has an account(s) or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto; and
- (9) The names of all persons to whom Hewlett has granted any letters of credit or powers of attorney.

(i) There is no litigation, proceeding or other government investigation pending, or so far as known to the executive officers of Hewlett, in prospect or threatened, against or relating to Hewlett or its properties or businesses, or the transactions contemplated by this Agreement.

7. Representations and Warranties by Aegis. Aegis hereby represents and warrants as follows:

(a) Aegis is a limited liability company duly organized, validly existing and in good standing under the laws of Florida. The consummation of the transactions contemplated in this Agreement will not result in any breach or violation of or default under any judgment, decree, mortgage, agreement, indenture or other instrument applicable to Aegis.

(b) Aegis' authorized capital membership interest consists of uncertificated and unlimited units of ownership all of identical class and entitlement to participation in distribution and like matters. On December 31, 2004 3,000 uncertificated units of membership, that if certificated would, by operation of the Operating Agreement, carry a \$.01 per unit par value, were validly issued and outstanding, fully paid and nonassessable. At the meeting of members entitled to vote on this Agreement, the members entitled to vote thereon will be the holders of membership interests reflected by uncertificated units as aforescribed and outstanding on the record date for such meeting.

(c) The execution, delivery and performance of this Agreement by Aegis have been duly and effectively authorized and consented to by the manager(s), subject to approval by Aegis' members as required by law.

(d) The units of membership interest(whether certificated or not in accordance with the operating agreement of Aegis) will, when so issued, be validly issued and outstanding, fully paid and nonassessable.

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8. Access and Information Concerning Properties and Records, etc. Hewlett will give to Aegis and to Aegis' accountants, engineers, counsel, consultants and other representatives full access during normal business hours throughout the period prior to the effective date to all of Hewlett's properties, books, contracts, commitments and records. Hewlett will furnish to Aegis during this period with such information concerning Hewlett's affairs as Aegis reasonably may request. Hewlett and Aegis will cooperate in furnishing each other with all information necessary or appropriate for inclusion in the proxy statements to be used in connection with meetings of shareholders and members referred to in Section 4. Unless and until the effective date has occurred Aegis and its representatives will hold in strict confidence all data and information obtained in confidence from Hewlett (to the extent not in the public domain or in Aegis' possession at the time of its receipt or subsequent thereto without Aegis' violation of this confidence), and if the transactions herein provided for are not consummated as contemplated herein, Aegis will continue to hold such confidential information in confidence and will return to Hewlett all of Hewlett's documents containing such data as Hewlett may request. Pending the effective date, the officers of Hewlett shall keep the officers or other authorized representatives of Aegis informed as to the affairs of Hewlett and shall consult with the officers or other authorized representatives of Aegis on important matters pertaining to the business of Hewlett.

9. Conduct of Business Pending the Effective Date. Hewlett agrees that, from the date of this Agreement pending the effective date and except as otherwise permitted by this Agreement or as consented to by Aegis in writing:

(a) Hewlett's business shall be conducted only in ordinary course, which (without limitation) shall include the maintenance in force of the insurance policies and fidelity bonds, if any, referred to in Section 6 or policies or bonds providing substantially the same coverage.

(b) Unless agreed to by Aegis, no change shall be made in the Articles of Incorporation or Bylaws of Hewlett except for change of the date of the annual meeting of Hewlett's shareholders.

(c) Hewlett will use its best effort, consistent with conducting its business in accordance with its own business judgment, to preserve its business organization, to keep available to Aegis the services of Hewlett's present officers, and employees, and to preserve for Aegis the good will of Hewlett's suppliers, customers and others, as applicable, having business relations with Hewlett.

10. Conditions Precedent to Obligations of Aegis. All obligations of Aegis under this Agreement are subject to the fulfillment (or waiver by Aegis), prior to or at the effective date, of each of the following conditions:

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(a) Aegis shall not have discovered any error, misstatement or omission in the representations and warranties made in Section 6 by Hewlett (i) which alone is, or in the aggregate are, materially adverse to Aegis, (ii) which has not been adequately remedied to the reasonable satisfaction of Aegis so that Aegis incurs no detriment therefrom.

(b) Hewlett's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the effective date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; Hewlett shall have performed and complied with all agreements and conditions by this Agreement to be performed or complied with by it prior to or at the effective date; and Aegis shall have been furnished with a certificate of appropriate officers of Hewlett dated prior to the effective date certifying to the fulfillment of the foregoing conditions.

(c) The merger of Hewlett with and into Aegis, in accordance with the provisions of this Agreement, shall have been authorized and approved by the holders of Hewlett's outstanding stock and Aegis' outstanding membership interests in the manner required by applicable law.

(d) Hewlett shall have obtained all necessary consents, in writing in form satisfactory to Aegis, to Aegis' accession to any contracts or commitments of Hewlett.

(e) Hewlett shall have delivered to Aegis appropriate certificates of good standing with respect to all jurisdictions in which Hewlett is qualified to do business.

(f) No court of competent jurisdiction has issued in an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board, bureau, agency or similar instrumentality, which will be binding on Hewlett pending final disposition of such action or proceeding.

(g) Aegis shall have received from each shareholder of Hewlett an agreement, satisfactory in form and substance to Aegis, in which such shareholder:

(1) represents and warrants to Aegis that the membership interest in Aegis which such shareholder is acquiring in exchange for his Hewlett stock is not being acquired by him with a view to distribution, except that each such shareholder/member may distribute such interest to the extent permitted by Rule 145(d) of the General Rules and Regulations of the Securities and Exchange Commission under the Securities Act of 1933; and

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(2) agrees with Aegis not to dispose of any such membership interest of Aegis without complying with the Securities Act of 1933, as amended, and all applicable rules and regulations thereunder.

11. Conditions Precedent to the Obligations of Hewlett. All obligations of Hewlett under this Agreement are subject to the fulfillment (or waiver by Hewlett), prior to or at the effective date, of each of the following conditions:

(a) Hewlett shall not have discovered any error, misstatement or omission in the representations and warranties made in Section 7 by Aegis (i) which alone is, or in the aggregate are, materially adverse to Hewlett, (ii) of which Hewlett promptly gave notice to Aegis upon discovery of the same and (iii) which has not been adequately remedied to the reasonable satisfaction of Hewlett so that Hewlett incurs no detriment therefrom.

(b) Aegis' representations and warranties contained in this Agreement shall be deemed to have been made at and as of the time of the effective date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; Aegis shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the effective date, and Hewlett shall have been furnished with a certificate by the manager of Aegis, dated prior to the effective date, certifying to the fulfillment of the foregoing conditions.

(c) The merger of Hewlett with and into Aegis as contemplated by this Agreement shall have been authorized and approved by the holders of all of the membership interests of Aegis.

(d) No court of competent jurisdiction has issued an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board, bureau, agency or similar instrumentality, which will be binding on Aegis pending final disposition of such action or proceeding.

(e) As of the effective date Aegis will have assumed all of the obligations of Hewlett in a form and substance satisfactory to Hewlett.

12. Termination of Representations and Warranties. The respective representations and warranties of Hewlett and Aegis contained in Sections 6 and 7 (other than those of Aegis set forth in Section 7(d) and those provided for in the first clauses of 10(b) and 11(b)) shall expire with, and be terminated and extinguished by, the merger of Hewlett with and into Aegis, and neither Hewlett nor Aegis shall be under any liability whatsoever with respect to any such representation or warranty, it being intended that the sole remedy of either party for a breach of such representation or warranty shall be to elect not to proceed with the merger if such breach has resulted in a condition of such party's

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obligations hereunder not being satisfied. This Section shall have no effect upon any other obligation of Hewlett or Aegis in this Agreement, whether to be performed before or after the effective date.

13. **Certain Effects of Merger.** On the effective date, all the rights, privileges, powers and franchises, as well of a public and of a private nature, of Hewlett shall be possessed by Aegis, subject to the restrictions, disabilities and duties of Hewlett, and all and singular the rights, privileges, powers and franchises of Hewlett and all property, real, personal and mixed and all debts due to Hewlett on whatever account, as well for stock subscriptions as all other things in action or belonging to Hewlett, shall be vested in Aegis, and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be as effectually the property of Aegis as they were of Hewlett, and the title to any real estate vested by deed or otherwise under the laws of any jurisdiction applicable thereto in Hewlett shall not revert or be in any way impaired by reason of the merger herein provided for; but all rights of creditors and all liens upon any property of Hewlett shall be preserved unimpaired, and all debts, liabilities and duties of Hewlett shall upon the effective date attach to Aegis, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

14. **Employee Benefit Plans.** To the extent applicable, appropriate steps will be taken so that after the effective date and until amendment as hereinafter provided, any Retirement Plan, Stock Purchase Plan, Restricted Stock or similar plan, insurance programs for employees and salary continuation program(s) of Hewlett will continue to apply to those persons who were employees of Hewlett to the extent covered thereby prior to the effective date and who continue as employees of Aegis subsequent to effective date, to the end that such employees of Hewlett will be eligible for the rights and benefits which they would have had if the merger herein contemplated had not been effected and such employees had continued as employees of Hewlett. If the manager(s) of Aegis should determine subsequent to the effective date that it is advisable or necessary to amend or terminate the aforesaid plans, it may do so without prejudice to the rights of employees accrued to the amendment or termination date under the amended or terminated plans. No person who was an employee of Hewlett prior to the effective date shall, however, be deemed to have any greater rights incident to his employment or under said plans after the effective date than he or she possessed theretofore.

15. **Expenses.** If the merger contemplated herein is not consummated, the expenses of printing this Agreement and related documents will be shared equally by Hewlett and Aegis and all other expenses will be paid by the party incurring them (including, but not limited to, legal fees and all expenses in connection with the preparation and mailing of proxy materials for the respective corporation and limited liability company). If the merger contemplated herein is

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consummated, all expenses incident thereto not theretofore paid by the parties will be paid by Aegis.

16. **Compliance With Certain Tax Requirements.** Aegis agrees, for the benefit of Hewlett, Aegis, and the officers, directors and stockholders and members respectively of each, that if Aegis shall in connection with the merger contemplated herein, whether on or subsequent to the effective date, transfer part or all of the assets which are acquired by it in the merger to another corporation, such other corporation shall be controlled by it as that term is defined in Section 368(c) of the Internal Revenue Code. Aegis further agrees that it shall take no action which would result in its not being "a party to a reorganization" as that term is defined in Section 368(b) under the Internal Revenue Code or which would otherwise nullify the merger to qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code as amended.

17. **Entire Agreement; Waiver; Abandonment.** This agreement embodies the entire Agreement between the parties and there have been and are no agreements, representations or warranties between the parties other than those set forth herein or herein provided. Either party may waive any inaccuracies in the representations and warranties by the other and compliance by the other with any of the covenants or conditions herein; any such waiver by either party shall be sufficiently authorized for the purposes of this Agreement if authorized or ratified by the board of directors, executive committee, managers, or other authorized representatives of such party. At any time prior to the delivery of Articles of Merger to the Florida Department of State, the merger herein contemplated may be abandoned by action by the board of directors and managers respectively of both Hewlett and Aegis and upon such notice to the Florida Department of State as may be required by law.

18. **Notices.** All notices, requests, demands and other communications herein shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid:

(a) If to Hewlett, to Carole Becker, Chairman, Hewlett Publications Services, Inc., 2812 Carambola Circle S., Coconut Creek, FL 33306, or;

(b) If to Aegis, to Manager by and for RLC Management, LLC, Manager, Aegis Media, LLC, 2812 Carambola Circle S., Coconut Creek, FL 33066.

19. **General.** The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning and interpretation of this Agreement. This Agreement shall not be assignable by either party without the prior consent of the other. This Agreement may be

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executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

In Witness Whereof, the undersigned parties hereto have duly executed this Agreement.

Hewlett Publications Services, Inc.

By: Carol Lirny
President and Chairman of the Board

1/24/05
Date

Witness

Judith Rea

Aegis Media, LLC

By: Richard Lay
By and For its Manager

1/24/05
Date

Witness

Judith Rea

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA