

L12808

(Requestor's Name)

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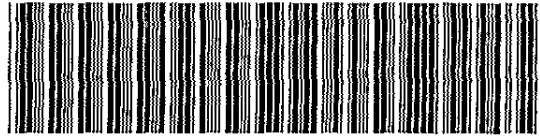
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DIVISION OF CORPORATION
2003 DEC -1 PM 12:16

merger
L12

12-9-03

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November 26, 2003

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VIA FEDERAL EXPRESS

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

RE: 582 Nixon, Inc. into K & I Creative Plastics, Inc.

Dear Sir or Madam:

Enclosed please find an original and one (1) copies of the following:

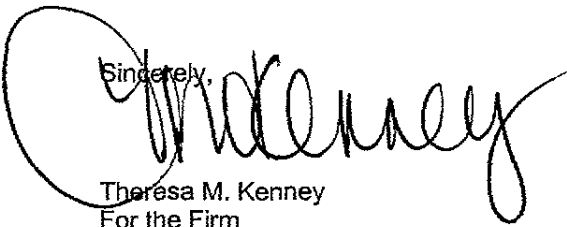
1. Articles of Merger of Domestic Corporation into K & I Creative Plastics, Inc.; and
2. Plan and Agreement of Merger.

Also enclosed is our firm check in the amount of \$78.75 representing the filing fee of \$70.00 and certified copy fee of \$8.75.

Please file the original and return one certified copy to me, along with the Certificate of Merger issued by your office, in the enclosed self-addressed envelope, which has been provided for your convenience.

Thank you for your assistance. In the interim, should you have any questions or concerns regarding this or any other matter, please do not hesitate to contact me.

Sincerely,


Theresa M. Kenney
For the Firm

TMK:tsm
Enclosures

cc: K & I Creative Plastics, Inc.

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ARTICLES OF MERGER OF DOMESTIC CORPORATION
INTO K & I CREATIVE PLASTICS, INC.

Pursuant to the provisions of the Florida Business Corporation Act the undersigned domestic Corporation adopt the following Articles of Merger for the purpose of merging them into one of such Corporations:

First: The names of the undersigned Corporations and the States under the laws of which they are respectively organized are:

Name of Corporation	State	Document Number
K & I Creative Plastics, Inc.	Florida	L12808
582 Nixon Street, Inc.	Florida	P99000086236

Second: The laws of the state of Florida permit such a merger.

Third: The name of the surviving Corporation is K & I Creative Plastics, Inc. and it is to be governed by the laws of the State of Florida.

Fourth: The following Plan of Merger was approved by the Stockholders of both corporations in the manner prescribed by the Florida Business Corporation Act: See Attachment A.

Fifth: As to each of the undersigned Corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

Corporation	Authorized Shares	Mrs. Osterman Ownership
582 Nixon Street	1000	500 (100%)
K & I Creative Plastics, Inc.	5000	2,500 (100%)

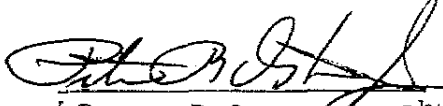
Sixth: The merger and the plan of merger were unanimously approved by all shareholders of both corporations. There are no dissenting shareholders of either corporation.

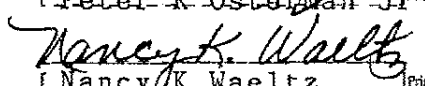
Effective Date: January 1, 2003.

Signed, sealed and delivered
in the presence of:



[Peter R. Osterman] Print Name


[Nancy K. Waeltz] Print Name

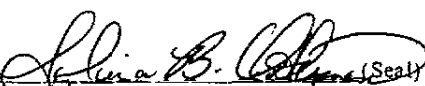

[Peter R. Osterman] Print Name


[Nancy K. Waeltz] Print Name

K & I CREATIVE PLASTICS, INC., a Florida
corporation

By:  (Seal)
Sylvia B. Osterman
Its: President

582 NIXON STREET, INC., a Florida Corporation

By:  (Seal)
Sylvia B. Osterman
Its: President

PLAN AND AGREEMENT OF MERGER

This **Plan and Agreement of Merger** ("Agreement"), effective as of January 1 2003, by and between **K & I CREATIVE PLASTICS, INC.**, a Florida corporation ("KICP") and **582 NIXON STREET, INC.**, a Florida Corporation ("582 Nixon") and Sylvia B. Osterman ("Mrs. Osterman") having an address of 582 Nixon Street, Jacksonville, Florida 32204 (Mrs. Osterman referred to herein as "Shareholder").

This Plan and Agreement of Merger is intended to merge 582 Nixon into KICP as of the soonest allowed by law of January 1, 2003 or the date and at the time specified in Section 2.1 of this Agreement. Capitalized terms used herein shall have the meanings set forth herein.

WITNESSETH

Whereas, Mrs. Osterman is the sole shareholder of 582 Nixon and KICP; and

Whereas, Mrs. Osterman desires to merge KICP and 582 Nixon, with KICP becoming the surviving corporation;

Whereas, This Agreement provides for the issuance of shares in KICP ("KICP Shares") upon the merger becoming effective.

NOW, THEREFORE, for and in consideration of the payment of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1: RECITALS-CAPITALIZED TERMS

Section 1.1. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2. Capitalized terms used herein shall have the meanings set forth herein.

Article 2: MERGER OF 582 NIXON INTO KICP

Section 2.1. The target date for completion of the transaction contemplated by this Agreement is January 1, 2003, provided that in the event this transaction shall not be filed on or prior to said date, the parties shall work to complete the same at their earliest opportunity. Articles of Merger reflecting this agreement in the form required under the Florida Business Corporation Act shall be delivered to the Florida Secretary of State. The merger of 582 Nixon into KICP shall become effective as of the entry by the Florida Secretary of State of an order issuing a Certificate of Merger, although the parties hereby elect to commence consolidated operations as of January 1, 2003.

Section 2.2. Subject to the other material terms of this Agreement, the date set forth in Section 2.1 or at such other time as KICP and 582 Nixon shall designate, KICP and 582 Nixon shall execute and KICP shall file with the Secretary of State of the State of Florida this Plan and Agreement of Merger.

Section 2.3. The Certificate of Incorporation of KICP shall be the Certificate of Incorporation of the Surviving Corporation following the date set forth in Section 2.1, 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 By-laws of KICP as

in effect on the date set forth in Section 2.1, shall be the By-laws of the Surviving Corporation until altered, amended or repealed, as provided therein.

Section 2.4. With a record date of January 1, 2003, KICP shall issue and deliver to the Shareholder 500 shares of KICP stock in exchange for her stock in 582 Nixon Street.

Section 2.5. The name of the surviving corporation shall be **K & I CREATIVE PLASTICS, INC.** and it shall be governed by the laws of the state of Florida. KICP as the surviving corporation hereby agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of 582 Nixon.

Section 2.6. The transaction contemplated by this Agreement was approved by a unanimous written consent of the sole Shareholder of both KICP and of 582 Nixon in the manner prescribed by the laws of the state of Florida.

Article 3: STATUS AND CONVERSION OF SHARES

Section 3.1. With a record date of January 1, 2003, each issued and outstanding share of common stock of KICP, no par value, shall be and continues to be an issued and outstanding share of common stock, \$1.00 par value, of KICP.

Section 3.2. With a record date of January 1, 2003, each issued and outstanding share of 582 Nixon common stock, no par value, shall be forthwith converted into one and nonassessable shares of authorized but previously unissued common stock, \$1.00 par value, of KICP.

Section 3.3. With a record date of January 1, 2003, each holder of an outstanding certificate or certificates theretofore representing common stock of 582 Nixon may surrender the same to KICP and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of common stock of KICP into which the 582 Nixon shares theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. Until so surrendered, each outstanding certificate which prior to the date set forth in Section 2.1 represented 582 Nixon shares, shall be deemed for all corporate purposes to evidence ownership of the number of shares of common stock of KICP into which the 582 Nixon shares shall have been converted.

Article 4: GENERAL

Section 4.1. Additional Documents. The parties to this Agreement shall cause to be delivered on the effective date, or at such other times and places as shall be agreed upon, such additional documents as a party may reasonably require for the purpose of carrying out this Agreement. KICP and 582 Nixon shall exert best efforts in cooperating with such requests, and shall direct officers, directors, agents, and employees to furnish information, evidence, testimony, and other assistance in connection with resolution of any disputes arising from this Agreement.

Section 4.2. Assignment. This Agreement and the rights accorded Shareholder pursuant to it may not be assigned, except by operation of law.

Section 4.3. Entire Agreement. This Agreement, including its schedules and annexes, is the entire agreement of the parties. All prior agreements and understandings are superseded by it and are not to be considered in interpreting it. Ambiguity in the terms of this Agreement is to be resolved exclusively with reference to the circumstances surrounding its formation, and meaning determined in accordance with the

reasonably identifiable expectations of the parties at the time the agreement was entered into. This Agreement may be amended only by a writing executed by all parties. Oral modification is expressly disallowed. Course of performance and trade usage shall not be considered in resolving ambiguity of terms.

Section 4.4. Further Assurance. KICP, 582 Nixon, and Mrs. Osterman, subject to the terms and conditions of this Agreement, shall take all such action as may be necessary or appropriate in order to effectuate the merger contemplated by this Agreement. In case, at any time KICP shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to KICP full title to and possession of all the properties, assets, rights, privileges and franchises of 582 Nixon, then the persons who were officers and directors of 582 Nixon as of January 1, 2003 shall, as such officers and directors, take all such action and execute and deliver all such instruments as KICP may so determine to be necessary or desirable.

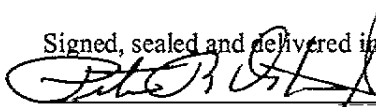
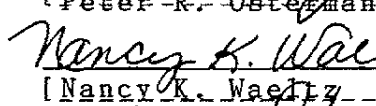
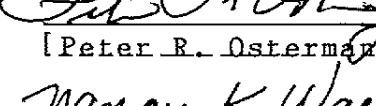
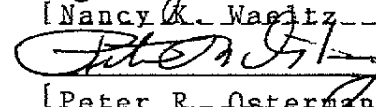
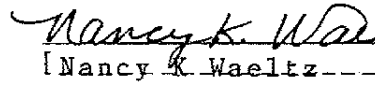
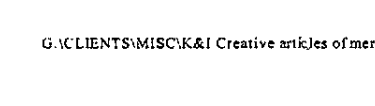
Section 4.5. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, and each constituting part of the same agreement. It shall not be necessary for each counterpart to be executed separately by all parties, so long as at least one counterpart is executed by each party.

Section 4.6. Notices. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be given to the party at its address set forth above. Each notice shall be deemed to have been duly given and received: (a) as of the date and time the same is personally delivered with a receipted copy, (b) if delivered by U. S. Mail, within three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested, or (c) if given by a nationally recognized or reputable overnight delivery service within one (1) day after deposit with such delivery service.

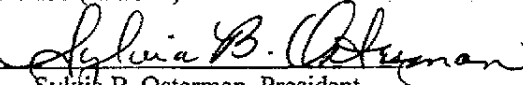
Section 4.7. Law. This Agreement shall be subject to the law of the state of Florida without regard to concepts of choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of January 1, 2003.


Signed, sealed and delivered in the presence of:

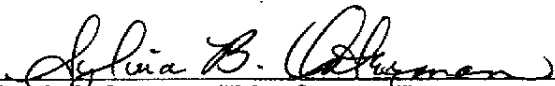

[Peter R. Osterman, Jr.] Print Name

[Nancy K. Waeltz] Print Name

[Peter R. Osterman, Jr.] Print Name

[Nancy K. Waeltz] Print Name

[Peter R. Osterman, Jr.] Print Name

[Nancy K. Waeltz] Print Name

K & I CREATIVE PLASTICS, INC., a Florida corporation ("KICP")

By: 
Sylvia B. Osterman, President

582 NIXON STREET, INC., a Florida Corporation ("582 Nixon")

By: 
Sylvia B. Osterman, President


Sylvia B. Osterman ("Mrs. Osterman")