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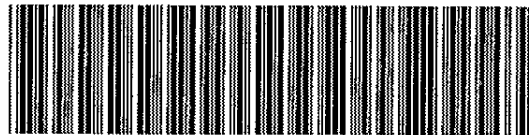
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06 AUG 29 PM 2:09  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

AUG 30 2008

Merger

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Advertising Associates Corp.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Frederick A. Burke, Attorney  
(Contact Person)

(Firm/Company)

3622 Lyckan Parkway, #5008  
(Address)

Durham, NC 27707  
(City/State and Zip Code)

For further information concerning this matter, please call:

Fred Burke

(Name of Contact Person)

At ( 919 ) 489-7788

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
(Profit Corporations)

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

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TALLAHASSEE FLORIDA

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Advertising Associates Corp</u>	<u>North Carolina</u>	<u>0849545</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Global Management Solutions, Inc</u>	<u>Florida</u>	<u>P01000092134</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Third:** The Plan of Merger is attached.

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

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on July 1, 2006

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on July 1, 2006

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Advertising Associates Corp.

David J. Caruana, President

Global Management  
Solutions, Inc.

David J. Caruana, President

## **AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into on July 1, 2006 by and between Global Management Solutions, Inc., a Florida corporation (the "Merging Corporation"), and Advertising Associates Corp., a North Carolina corporation (the "Surviving Corporation"), which two corporations are sometimes called in this Agreement the "Constituent Corporations".

### **WITNESSETH:**

#### **WHEREAS:**

A. The Merging Corporation is validly organized, existing and in good standing under the Florida Statutes. The Surviving Corporation is validly organized, existing and in good standing under the North Carolina Business Corporation Act;

B. The Merging Corporation has 7,500 shares of capital stock authorized having a par value of \$1.00 each, all of which are issued and outstanding. The number of those outstanding shares is not subject to change before the effective date of the statutory merger provided for in this Agreement. Each share of the capital stock has one vote;

C. The Surviving Corporation has 1,000,000 shares of capital stock authorized without par value, of which 750,000 shares are issued and outstanding. The number of those outstanding shares is not subject to change before the effective date of the statutory merger provided for in this Agreement. The shares have one vote each;

D. The boards of directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that the Merging Corporation merge with and into the Surviving Corporation in accordance with the provisions of the applicable statutes of both the State of North Carolina and the State of Florida.

**NOW, THEREFORE**, the Constituent Corporations agree, each with the other, to merge into a single corporation, which shall be Advertising Associates Corp., one of the Constituent Corporations, pursuant to the laws of both the State of North Carolina and the State of Florida, and agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation, as follows:

**Section 1:** Prior to the Effective Date (as defined below) of the statutory merger (the "Merger"), no change shall be made in the number of outstanding shares of either of the Constituent Corporations.

**Section 2:** On the Effective Date of the Merger, Global Management Solutions, Inc. shall be merged with and into Advertising Associates Corp. and the separate existence of Global Management Solutions, Inc. shall cease; the Constituent Corporations shall become a single corporation which shall be the Surviving Corporation.

**Section 3:** The Certificate of Incorporation of Advertising Associates Corp. shall continue to be the Certificate of Incorporation of the Surviving Corporation until amended in accordance with the North Carolina Business Corporation Act. The Certificate of Incorporation of Advertising Associates Corp. may be certified separately from this Agreement And Plan Of Merger as the Articles of Incorporation of the Surviving Corporation.

**Section 4:** The Bylaws of Advertising Associates Corp. in effect immediately prior to the Effective Date of the Merger shall continue to be the Bylaws of the Surviving Corporation until amended or repealed in the manner provided by those Bylaws, the Certificate of Incorporation, and the North Carolina Business Corporation Act.

**Section 5:** The manner and basis for converting the shares of stock of the Merging Corporation into shares of stock of the Surviving Corporation and the exchange of certificates therefor shall be as follows:

5.1 Each share of stock of Global Management Solutions, Inc. that is outstanding on the Effective Date of the Merger, and all rights in respect of those shares shall, by virtue of the Merger and without any action of any holder of those shares, be converted into 100 shares of stock of the Surviving Corporation.

5.2 After the Effective Date of the Merger, each holder of an outstanding certificate or certificates which prior to the Merger represented shares of stock of the Merging Corporation shall, upon surrender of the same to the Surviving Corporation, be entitled to receive in exchange a certificate representing 100 times the shares of the stock of the Surviving Corporation as was previously represented by the certificate or certificates of the Merging Corporation so surrendered. Until so surrendered, each outstanding certificate which prior to the effective date of the Merger represented shares of stock of the Merging Corporation shall be deemed for all corporate purposes, subject to the further provisions of this section, to evidence the ownership of the shares of the stock of the Surviving Corporation into which those shares of stock of the Merging Corporation have been converted. No dividends or other distributions upon shares of stock of the Surviving Corporation shall be paid to the holders of certificates of stock of the Merging Corporation who have not surrendered the same in exchange for certificates of stock of the Surviving Corporation; provided, however, upon surrender and exchange of a certificate or certificates representing shares of stock of the Merging Corporation, there shall be paid to the holder of those certificates, the amount, without interest, of dividends and other distributions, if any, which previously became payable with respect to the number of shares of stock of the Surviving Corporation that are represented by those certificates.

5.3 If any certificate or certificates of stock of the Surviving Corporation are to be issued in a name other than that of the registered holder of the certificate or certificates of stock of the Merging Corporation surrendered in exchange as provided in Paragraph B of this section, the certificate or certificates so surrendered shall be properly endorsed and otherwise in proper form for transfer, and the person requesting the exchange shall pay any transfer tax required by reason of that issuance.

5.4 The Surviving Corporation agrees that it will promptly pay the dissenting shareholders of the Merging Corporation, if any, the amount to which they shall be entitled under the provisions of the North Carolina Business Corporation Act with respect to the rights of dissenting shareholders.

**Section 6:** The Surviving Corporation shall pay all expenses of accomplishing the Merger.

**Section 7:** On the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature, and shall become subject to all the restrictions, disabilities and duties, of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of those corporations, and all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of those corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises, and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective 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 any property of either of the Constituent Corporations shall be preserved unimpaired and all debts, liabilities, obligations, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if those debts, liabilities, obligations and duties had been incurred or contracted by it.

Pursuant to the Florida Statutes and the North Carolina Business Corporation Act, the Surviving Corporation may be served with process in either Florida or North Carolina in any action or special proceeding for the enforcement of any liability or obligation of the Merging Corporation and for the enforcement of the right of shareholders of the Merging Corporation to receive payment for their shares against the Surviving Corporation. The Surviving Corporation will, subject to the applicable provisions of the Florida Statutes and of the North Carolina Business Corporation Act, promptly pay to the shareholders of the Merging Corporation the amount, if any, to which they shall be entitled under the provisions of the either the Florida Statutes or the North Carolina Business Corporation Act relating to the right of shareholders to receive payment for their shares. The Surviving Corporation appoints the Secretary of State of North Carolina as its agent to accept service of process in any such proceeding. The Secretary of State shall mail a copy of the process in such a proceeding to:

Advertising Associates Corp  
12223 Hampton Way, Suite 200  
Wake Forest, NC 27587  
Attn: David Caruana, President

**Section 8:** On the Effective Date of the Merger, the assets and liabilities of the Constituent Corporations (except items of capital and surplus) shall be taken up or continued, as the case may be, on the books of the Surviving Corporation at the amounts at which they respectively shall be

carried on the books of the respective Constituent Corporations immediately prior to the Effective Date of the Merger, and the capital and surplus accounts of the Surviving Corporation shall be determined in accordance with applicable law and generally accepted accounting principles by the board of directors of the Surviving Corporation.

**Section 9:** From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, the Merging Corporation shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 7 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. If the Surviving Corporation shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of the Merging Corporation acquired by the Surviving Corporation under this Agreement, the proper officers of the Surviving Corporation at that time are hereby specifically authorized as attorneys-in-fact of the Merging Corporation (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances of law and to do all such other acts, in the name and on behalf of the Merging Corporation or otherwise, as those officers shall deem necessary or appropriate.

**Section 10:** This Agreement has been approved and adopted by the unanimous written consent of the shareholders and board of directors of each of the Constituent Corporations and this Agreement shall be filed by the appropriate officers of the Constituent Corporations, all in accordance with the applicable provisions of the Florida Statutes and the North Carolina Business Corporation Act, as the case may be, and the officers of each of the Constituent Corporations shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement effective.

**Section 11:** The Merger shall be effected by the adoption of this Agreement by the directors and shareholders of the Constituent Corporations, and the execution and filing of this Agreement and Articles of Merger with the Secretary of State for North Carolina and the Florida Department Of State.

**Section 12:** This Agreement (other than Sections 1 through 6, inclusive) may be amended at any time prior to, but not after, the filing date of the Articles of Merger, whether before or after the meetings of shareholders of either or both of the Constituent Corporations approving and adopting this Agreement, as may be deemed by the boards of directors of the Constituent Corporations to be necessary, advisable or expedient to clarify the intentions of the parties, to change the Effective Date of the Merger, or to modify the provisions with respect to the filing or recording of this Agreement and the Articles of Merger in order to facilitate such filing or recording and the consummation of the Merger. The respective boards of directors of the Constituent




Corporations are hereby authorized to amend this Agreement and Plan of Merger as provided in this Section 12.

**Section 13:** Anything in this Agreement or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned at any time before the Effective Date of the Merger by mutual consent of the Constituent Corporations, expressed by appropriate resolutions of their respective boards of directors.

**Section 14:** The Merger will become effective when filed with North Carolina Secretary of State and the Florida Department of State (the "Effective Date").

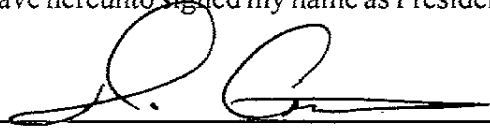
I, David J. Caruana, President of Advertising Associates Corp., a corporation organized and existing under the laws of the State of North Carolina, DO HEREBY CERTIFY, as such President, that the Agreement and Plan of Merger to which this Certificate is attached, was duly adopted and authorized pursuant to Section 55-7-04 of the North Carolina General Statutes by the unanimous written consent of the sole director and shareholder of the corporation.

IN WITNESS WHEREOF, I have hereunto signed my name as President of said corporation this 1st day of July, 2006

  
\_\_\_\_\_  
David J. Caruana

I, David J. Caruana, President of Global Management Solutions, Inc., a corporation organized and existing under the laws of the State of Florida, DO HEREBY CERTIFY, as such President, that the Agreement and Plan of Merger to which this Certificate is attached, was duly adopted and authorized pursuant to the Florida Statutes by the unanimous written consent of the directors and the sole shareholder of the corporation.

IN WITNESS WHEREOF, I have hereunto signed my name as President of said corporation this 1st day of July, 2006

  
\_\_\_\_\_  
David J. Caruana