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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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NEW DYNAMIC MARKETING, INC.
c/o Greentree Financial Group, Inc.
555 S. Powerline Road
Pompano Beach, Florida 33069

October 24, 2003

BY FEDERAL EXPRESS

PLEASE EXPEDITE

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

Re: New Dynamic Marketing, Inc. Articles of Merger

Ladies and Gentlemen:

Enclosed please find the original and a copy of the Articles of Merger for the New Dynamic Marketing, Inc. - Northwestern Holdings, LLC merger. Also enclosed is a check in the amount of \$78.75.

The check includes a filing fee of \$70.00 (representing \$35.00 per party), and an \$8.75 charge to receive a certified copy of the Articles of Merger.

Please return the certified copy to us in care of Greentree Financial Group, Inc. at the address set forth above, by first class mail.

If you have any questions or comments on this most important matter, please do not hesitate to call me at 954-938-5200.

Thank you for your assistance.

Sincerely,



David R. Apodaca
Chief Operating Officer

HHM:hbm
Encls.

NEW DYNAMIC MARKETING, INC.
c/o Greentree Financial Group, Inc.
555 S. Powerline Road
Pompano Beach, Florida 33069

October 24, 2003

BY FEDERAL EXPRESS

PLEASE EXPEDITE

Department of State of Florida
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399
Attn: Lee Rivers, Document Specialist

Re: New Dynamic Marketing, Inc. Articles of Merger

Ladies and Gentlemen:

Enclosed please find the original and a copy of the Articles of Merger for the New Dynamic Marketing, Inc. - Northwestern Holdings, LLC merger. From our previous filing, you have in your possession our check in the amount of \$78.75.

As we discussed, we owe a filing fee of \$60.00 (representing \$35.00 for the corporate party and \$25.00 for the LLC party), and an \$8.75 charge to receive a certified copy of the Articles of Merger.

Please return the certified copy to us in care of Greentree Financial Group, Inc. at the address set forth above, by first class mail. We would also appreciate it if you would refund our earlier overpayment of \$10.00.

If you have any questions or comments on this most important matter, please do not hesitate to call me at 954-938-5200.

Thank you for your assistance.

Sincerely,



David R. Apodaca
Chief Operating Officer

HHM:hbm
Encls.



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

Attn: Hand

704 894 9759

fax 954-938-5298

October 29, 2003

DAVID R. APODACA
NEW DYNAMIC MARKETING, INC.
555 S. POWERLINE ROAD
POMPANO BEACH, FL 33069

SUBJECT: NORTHWESTERN HOLDINGS, LLC
Ref. Number: L02000012471

We have received your document for NORTHWESTERN HOLDINGS, LLC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

We are enclosing the proper form(s) with instructions for your convenience.

It appears that you intend for the LLC to be the survivor. If this is the case, the total amount due for the merger and the certified copy you requested is \$90.

ignore

★ Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6958.

Lee Rivers
Document Specialist

Letter Number: 903A00058981

refund
requested

ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with sections (s) 607.1109 and 608.4382 of Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction and entity type for each merging party are as follows:

New Dynamic Marketing, Inc.	State of Florida	For Profit Corporation
4809 North West 19 th Street		
Coconut Creek, FL 33063	FEIN 01-0641558	
FL Doc. Reg. No. P01000102154		

Northwestern Holdings, LLC	State of Florida	Limited Liability Company
757 South East 17 th Street, No. 265		
Fort Lauderdale, FL 33316	FEIN 02-0603469	
FL Doc. Reg. No. L02000012471		

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows.

New Dynamic Marketing, Inc.	State of Florida	For Profit Corporation
4809 North West 19 th Street		
Coconut Creek, FL 33063	FEIN 01-0641558	
FL Doc. Reg. No. P01000102154		

THIRD: The attached Agreement and Plan of Merger, dated October 13, 2003, meets the requirements of section 607.1108 and 608.438 of Florida Statutes, and was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with Chapter(s) 607 and 608 of Florida Statutes.

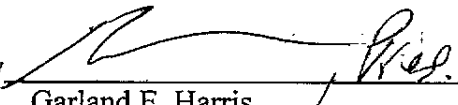
FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of organization of any limited liability company that is a party to the merger.

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

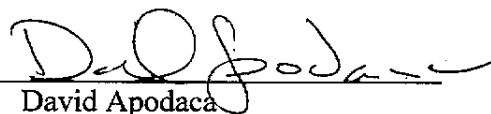
SIXTH: These Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

FILED
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DIVISION OF CORPORATIONS
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NEW DYNAMIC MARKETING, INC.

By 
Garland E. Harris
President and CEO

NORTHWESTERN HOLDINGS, LLC

By 
David Apodaca
Manager and Member

AGREEMENT AND PLAN OF MERGER

BETWEEN

NEW DYNAMIC MARKETING, INC.

AND

NORTHWESTERN HOLDINGS, LLC

October 13, 2003

FILED
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DIVISION OF CORPORATIONS
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AGREEMENT AND PLAN OF MERGER

Agreement entered into as of October 13, 2003, by and between New Dynamic Marketing, Inc., a Florida corporation (the "Buyer"), and Northwestern Holdings, LLC, a Florida limited liability company (the "Target"). The Buyer and the Target are referred to collectively herein as the "Parties".

This Agreement contemplates a tax-free merger of the Target with and into the Buyer in a reorganization pursuant to Code §368(a)(1)(A). The Target members will receive capital stock in the Buyer in exchange for their membership interests in the Target.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions.

"Buyer" has the meaning set forth in the preface above.

"Certificate of Merger" has the meaning set forth in §2(c) below.

"Closing" has the meaning set forth in §2(b) below.

"Closing Date" has the meaning set forth in §2(b) below.

"Disclosure Schedule" has the meaning set forth in §3 below.

"Effective Time" has the meaning set forth in §2(d)(i) below.

"Florida Corporation Statutes" means the General Corporation Statutes of the State of Florida.

"Knowledge" means actual knowledge after reasonable investigation.

"Membership Interest" means an ownership interest in the limited liability company represented by the Target.

"Merger" has the meaning set forth in §2(a) below.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Party" has the meaning set forth in the preface above.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

"Securities Act" means the Securities Act of 1933, as amended.

"Surviving Corporation" has the meaning set forth in §2(a) below.

"Target" has the meaning set forth in the preface above.

2. Basic Transaction.

(a) The Merger. On and subject to the terms and conditions of this Agreement, the Target will merge with and into the Buyer (the "Merger") at the Effective Time. The Buyer shall be the corporation surviving the Merger (the "Surviving Corporation").

(b) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Buyer in Oakland Park, Florida, commencing at 9:00 a.m. local time on the second business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself) or such other date as the Parties may mutually determine (the "Closing Date").

(c) Actions at the Closing. At the Closing, (i) the Target will deliver to the Buyer the various certificates, instruments, and documents referred to in §6(a) below, (ii) the Buyer will deliver to the Target the various certificates, instruments, and documents referred to in §6(b) below, and (iii) the Buyer and the Target will file with the Secretary of State of the State of Florida Articles of Merger in the form attached hereto as Exhibit A (the "Articles of Merger").

(d) Effect of Merger.

(i) General. The Merger shall become effective at the time (the "Effective Time") the Buyer and the Target file the Certificate of Merger with the Secretary of State of the State of Florida. The Merger shall have the effect set forth in the Florida Corporation Statutes. The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of either the Buyer or the Target in order to carry out and effectuate the transactions contemplated by this

Agreement.

(ii) Certificate of Incorporation. The Certificate of Incorporation of the Buyer in effect at and as of the Effective Time will remain the Certificate of Incorporation of the Surviving Corporation without any modification or amendment in the Merger.

(iii) Bylaws. The Bylaws of the Buyer in effect at and as of the Effective Time will remain the Bylaws of the Surviving Corporation without any modification or amendment in the Merger.

(iv) Directors and Officers. The directors and officers of the Buyer in office at and as of the Effective Time will remain the directors and officers of the Surviving Corporation (retaining their respective positions and terms of office).

(v) Conversion of Target Membership Interests. At and as of the Effective Time, (A) the (a) 33% Membership Interest of David Apodaca shall be converted into the right to receive 2,000,000 shares of common stock of Buyer and 115,500 shares of a new issue of convertible preferred stock of Buyer having those terms and provisions set forth in Exhibit B hereto (the "Convertible Preferred Stock"), and (b) the 67% Membership Interest of Lee Schwuchow shall be converted into the right to receive 4,000,000 shares of common stock of Buyer and 234,500 shares of Convertible Preferred Stock of Buyer, and (B) each Dissenting Share shall be converted into the right to receive payment from the Surviving Corporation with respect thereto in accordance with the provisions of the Florida Corporation Statutes.

(vi) Buyer Shares. Each share of common stock of Buyer issued and outstanding at and as of the Effective Time will remain issued and outstanding.

(e) Procedure for Payment.

(i) Immediately after the Effective Time, the Buyer will furnish to Apodaca and Schwuchow a stock certificate representing the number of shares to which each of them are entitled, together with such legends thereon as may be required under the Securities Act, against delivery of a copy of a written consent signed by both of them approving and voting in favor of the Merger.

(ii) The Buyer shall pay all charges and expenses of the delivering the shares of common stock and Convertible Preferred Stock to Apodaca and Schwuchow.

3. Representations and Warranties of the Target. The Target represents and warrants to the Buyer that the statements contained in this §3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §3), except as set forth in the disclosure schedule accompanying this Agreement and initialed by the Parties (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this §3.

(a) Organization, Qualification, and Corporate Power. The Target is a limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization. The Target is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. The Target has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

(b) Capitalization. The entire authorized Membership Interests of the Target consists of a 67% Membership Interest owned by Schwuchow and a 33% Membership Interest owned by Apodaca. All of the issued and outstanding Target Membership Interests have been duly authorized and are validly issued, fully paid, and nonassessable. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require the Target to issue, sell, or otherwise cause to become outstanding any of its Membership Interest.

(c) Authorization of Transaction. The Target has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder; provided, however, that the Target cannot consummate the Merger unless and until it receives the requisite vote of approval from its two holders of the Membership Interests. This Agreement constitutes the valid and legally binding obligation of the Target, enforceable in accordance with its terms and conditions.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any of the Target and its Subsidiaries is subject or any provision of the charter or operating agreement of

the Target or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which any of the Target is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). The Target does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(e) Undisclosed Liabilities. The Target does not have any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes, except for (i) liabilities set forth on the face of the balance sheet delivered to the Buyer and (ii) liabilities which have arisen in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law).

4. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Target that the statements contained in this §4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §4), except as set forth in the Disclosure Schedule. The Disclosure Schedule will be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this §4.

(a) Organization. The Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.

(b) Capitalization. The entire authorized capital stock of the Buyer consists of 50,000,000 shares of common stock, of which 11,404,000 shares are issued and outstanding, and 10,000,000 shares of preferred stock, of which no shares are issued and outstanding. All of the shares of common stock and Convertible Preferred Stock to be issued in the Merger have been duly authorized and, upon consummation of the Merger, will be validly issued, fully paid, and nonassessable.

(c) Authorization of Transaction. The Buyer has full power and authority (including full corporate power and authority) to execute

and deliver this Agreement and to perform its obligations hereunder; provided, however, that the Buyer cannot consummate the Merger unless and until it receives the approval by written consent of the sole director of Buyer. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions.

(d) Noncontravention. To the Knowledge of any director or officer of the Buyer, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Buyer is subject or any provision of the charter or bylaws of the Buyer or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Buyer is a party or by which it is bound or to which any of its assets is subject, except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, or failure to give notice would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement. To the knowledge of the Buyer, the Buyer does not need to make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement.

5. Covenants. The Parties agree as follows with respect to the period from and after the execution of this Agreement.

(a) General. Each of the Parties will use its best efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in §6 below).

(i) Regulatory Matters and Approvals. Each of the Parties will give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in §3 and §4 above; provided the Target will provide the Buyer, with whatever information and assistance in connection with the foregoing filings that the filing Party may request. The Buyer will take

all actions that may be necessary, if any, under state securities laws in connection with the offering and issuance of the shares to Apodaca and Schwuchow.

(ii) Florida Corporation Statutes. The Buyer's Board of Directors will take action by written consent as soon as practicable in order that the Board may approve and adopt this Agreement and the Merger in accordance with the Florida Corporation Statutes. The Buyer will cause Apodaca and Schwuchow to execute and deliver an action by written consent as soon as practicable approving and adopting this Agreement and the Merger.

(iii) Operation of Business. The Target will not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business

(b) Exclusivity. The Target will not solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of all or substantially all of the Membership Interest or assets of the Target (including any acquisition structured as a merger, consolidation, or share exchange). The Target shall notify the Buyer immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

6. Conditions to Obligation to Close.

(a) Conditions to Obligation of the Buyer. The obligation of the Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) this Agreement and the Merger shall have received the approval of Apodaca and Schwuchow in the form of an executed written consent;

(ii) the representations and warranties set forth in §3 above shall be true and correct in all material respects at and as of the Closing Date;

(iii) the Target shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(iv) the Target shall have delivered to the Buyer a certificate to the effect that each of the conditions specified above in §6(a)(i)-(iii) is satisfied in all respects;

(v) The Parties shall have received all other authorizations, consents, and approvals of governments and governmental agencies referred to in §3 and §4 above;

(vi) all actions to be taken by the Target in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to the Buyer.

The Buyer may waive any condition specified in this §6(a) if it executes a writing so stating at or prior to the Closing.

(b) Conditions to Obligation of the Target. The obligation of the Target to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) this Agreement and the Merger shall have been approved by the written consent of a majority of Board of Directors of Buyer;

(ii) the representations and warranties set forth in §4 above shall be true and correct in all material respects at and as of the Closing Date;

(iii) the Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(iv) the Buyer shall have delivered to the Target a certificate to the effect that each of the conditions specified above in §6(b)(i)-(iii) is satisfied in all respects;

(v) this Agreement and the Merger shall have received the approval of Apodaca and Schwuchow in the form of an executed written consent;

(vi) The Parties shall have received all other authorizations, consents, and approvals of governments and governmental agencies referred to in §3 and §4 above;

(xii) all actions to be taken by the Buyer in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to the Target.

The Target may waive any condition specified in this §6(b) if

it executes a writing so stating at or prior to the Closing.

7. Termination.

(a) Termination of Agreement. Either of the Parties may terminate this Agreement with the prior authorization of its board of directors or Manager, as the case may be, by mutual written consent at any time prior to the Effective Time.

(b) Effect of Termination. If any Party terminates this Agreement pursuant to §7(a) above, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party.

8. Miscellaneous.

(a) Survival. None of the representations, warranties, and covenants of the Parties will survive the Effective Time.

(b) No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(e) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(g) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

(j) Amendments and Waivers. The Parties may mutually amend any provision of this Agreement at any time prior to the Effective Time with the prior authorization of their respective boards of directors.

(k) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

NEW DYNAMIC MARKETING, INC.

By: /s/Garland E. Harris
Garland E. Harris
Title: President and CEO

NORTHWESTERN HOLDINGS, LLC

By: /s/David R. Apodaca
David R. Apodaca
Title: Manager

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