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Subject: 00043863988

From: Rick Soto

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000438.63988

MERGER OR SHARE EXCHANGE

THE FIRST THIRTY DAYS, INC.

Certificate of Status	0
Certified Copy	1
Page Count	12
Estimated Charge	\$78.75

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Merger
02/14/07
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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.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>THE FIRST THIRTY DAYS, INC.</u>	<u>DELAWARE</u>	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>THE FIRST 30 DAYS, INC.</u>	<u>FLORIDA</u>	

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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 FEBRUARY 7, 2007.

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 FEBRUARY 7, 2007.

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)

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

THE FIRST 30 DAYS, INC.

ARIANE DE BONVOISIN

THE FIRST THIRTY DAYS, INC.

ARIANE DE BONVOISIN

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PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>THE FIRST THIRTY DAYS, INC.</u>	<u>DELAWARE</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>THE FIRST 30 DAYS, INC.</u>	<u>FLORIDA</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Third: The terms and conditions of the merger are as follows:
SEE ATTACHED PLAN OF MERGER

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

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THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

N/A

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

N/A

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AGREEMENT AND PLAN OF MERGER

AMONG

THE FIRST THIRTY DAYS, INC.

AND

THE FIRST 30 DAYS, INC.

Dated as of February 11, 2007

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AGREEMENT AND PLAN OF MERGER

This Merger Agreement (this Agreement) is dated as of February 11, 2007 between The First Thirty Days, Inc. a Delaware corporation ("*Buyer*"), and The First 30 Days, Inc. a Florida corporation ("*Target*"). Buyer and Target are referred to collectively herein as the "*Parties*."

This Agreement contemplates a tax-free merger of Target with and into Buyer in a re-organization pursuant to Code 368(a)(1)(A). Target Stockholders will receive Buyer stock in exchange for their Target stock.

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.

"*Buyer-owned Share*" means any Target Share that Buyer owns beneficially.

"*Buyer Share*" means any share of the common stock, \$0.001 par value per share, of Buyer.

"*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.

"*Confidential Information*" means any information concerning the business and affairs of Target and its Subsidiaries that is not already generally available to the public.

"*Conversion Ratio*" has the meaning set forth in 2(d)(v) below.

"*Delaware General Corporation Law*" means the General Corporation Law of the State of Delaware, as amended.

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

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

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

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

"*Requisite Buyer Stockholder Approval*" means the affirmative vote of the holders of a majority of the Buyer Shares in favor of this Agreement and the Merger.

"*Requisite Target Stockholder Approval*" means the affirmative vote of the holders of a majority of the Target Shares in favor of this Agreement and the Merger.

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

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

"*Target Share*" means any share of the common stock, no par value.

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"*Target Stockholder*" means any Person who or that holds any Target Shares.

§2. *Basic Transaction.*

(a) *The Merger.* On and subject to the terms and conditions of this Agreement, Target will merge with and into Buyer (the "*Merger*") at the Effective Time. 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 Rayner Rowe, LLP, in 10 East 40th Street, 8th Floor, New York, NY 10016, on the date of 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) Target will deliver to Buyer the various certificates, instruments, and documents referred to in 3(a) below, (ii) Buyer will deliver to Target the various certificates, instruments, and documents referred to in 3(b) below, (iii) Buyer and Target will file with the Secretary of State of the State of Florida a Certificate of Merger in the form attached hereto as Exhibit B (the "*Certificate of Merger*"), and (iv) Buyer will deliver to each stockholder in the manner provided below in this section 2, the certificate evidencing the Buyer Share issued in the Merger.

(d) *Effect of Merger.*

(i) General. The Merger shall become effective at the time (the "*Effective Time*") Buyer and Target file the Certificate of Merger with the Secretary of State of the State of Delaware. The Merger shall have the effect set forth in the Delaware General Corporation Law. 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 Buyer or Target in order to carry out and effectuate the transactions contemplated by this Agreement.

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

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

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

(v) Conversion of Target Shares. At and as of the Effective Time, (A) each Target Share shall be converted into the right to receive one (1) Buyer Share (the ratio of 1:1 Buyer Share to one Target Share is referred to herein as the "*Conversion Ratio*").

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

(e) *Payment Procedure.*

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(i) Immediately after the Effective Time, stock certificates shall be issued to the representing that number of Buyer Shares equal to the product of (I) the Conversion Ratio times (II) the number of outstanding Target Shares.

(f) *Closing of Transfer Records.* After the close of business on the Closing Date, transfers of Target Shares outstanding prior to the Effective Time shall not be made on the stock transfer books of Surviving Corporation.

§3. *Conditions to Obligation to Close.*

(a) *Conditions to Buyers Obligation.* The obligation of 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 Requisite Target Stockholder Approval;

(ii) this Agreement and the Merger shall have received the Requisite Buyer Stockholder Approval; and

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

Buyer may waive any condition specified in this 3(a) if it executes a writing so stating at or prior to the Closing.

(b) *Conditions to Targets Obligation.* The obligation of 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 received the Requisite Buyer Stockholder Approval;

(ii) this Agreement and the Merger shall have received the Requisite Target Stockholder Approval; and

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

Target may waive any condition specified in this 3(b) if it executes a writing so stating at or prior to the Closing.

§4. *Miscellaneous.*

(a) *Entire Agreement.* This Agreement (including the documents referred to herein) 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 relate in any way to the subject matter hereof.

(b) *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

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Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

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

(d) *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.

(e) *Notices.* All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) 1 business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Target: Rayner Rowe, LLP, 10 East 40th Street, 8th Floor, New York, NY 10016

If to Buyer: Rayner Rowe, LLP, 10 East 40th Street, 8th Floor, New York, NY 10016

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

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

(g) *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; *provided, however*, that any amendment effected subsequent to stockholder approval will be subject to the restrictions contained in the Delaware General Corporation Law. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both of the Parties. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

(h) *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

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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.

(i) *Expenses.* Each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(j) *Incorporation of Exhibits and Schedules.* The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

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

THE FIRST THIRTY DAYS, INC.

A Delaware Corporation

By: Adegeri A. de Bonvoisin
Title: PRESIDENT

THE FIRST 30 DAYS, INC.

a Florida Corporation

By: Adegeri A. de Bonvoisin
Title: PRESIDENT