

PO2000055435

TRANSMITTAL LETTER

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

400007947804--2  
-09/23/02--01057--029  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

SUBJECT: Articles of Merger of John Galt Entertainment, Inc.

Enclosed are an original and one (1) copy of the articles of merger and a check for:

\$35.00 Filing Fee

From: Independent Financial Management Services, Inc.  
7680 Universal Blvd.  
Orlando, FL 32819  
(407)363-7040

400007947804--2  
-10/04/02--01001--024  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

FILED  
02 OCT -4 PM 12:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

merger  
T. Lewis 10/4/02

**ARTICLES OF MERGER**  
**of**  
**JOHN GALT, INC**  
**into**  
**JOHN GALT ENTERTAINMENT, INC.**

The undersigned corporations acting pursuant to Section 607.1105 of the Florida Business Corporation Act and Section 48-21-102 of the Tennessee Code, hereby certify that:

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

<u>Name</u>	<u>Jurisdiction</u>
John Galt Entertainment, Inc. (the "Surviving Corporation")	Florida

**Second:** The name and jurisdiction of the merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
John Galt, Inc. (the "Merging Corporation")	Tennessee

**Third:** The plan of merger is attached.

**Fourth:** The merger shall become effective on September 30, 2002.

**Fifth:** The plan of Merger was adopted by the board of directors of the Surviving Corporation on September 15, 2002 and shareholder approval was not required.

**Sixth:** The Plan of Merger was adopted by the shareholders of the Merging Corporation on September 15, 2002.

FILED  
02 OCT -4 PM 12:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

These Articles of Merger have been executed in accordance with Section 607.0120(6) of the Florida Business Corporation Act and TCA Title 48, Chapter 21, of this 17<sup>th</sup> day of September, 2002.

**John Galt, Inc.**  
(a Tennessee corporation)

By: 

Lennon Murphy  
President

**John Galt Entertainment, Inc.**  
(a Florida corporation)

By: 

Lennon Murphy  
President

**ARTICLES OF MERGER  
Merger Sheet**

**MERGING:** -----

**JOHN GALT, INC.,** a Tennessee corporation not authorized to transact business  
in the State of Florida

**INTO**

**JOHN GALT ENTERTAINMENT, INC.,** a Florida entity, P02000055435.

File date: October 4, 2002

Corporate Specialist: Thelma Lewis

**AGREEMENT AND PLAN OF MERGER**  
**of**  
**JOHN GALT, INC.**  
**into**  
**JOHN GALT ENTERTAINMENT, INC.**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of September 15, 2002, by and among John Galt, Inc., a Tennessee corporation and John Galt Entertainment, Inc., a Florida corporation.

WITNESSETH:

WHEREAS, the board of directors of John Galt, Inc. (the "Merging Corporation") deem it advisable that the Merging Corporation be merged (the "Merger") with and into John Galt Entertainment, Inc. pursuant to the provisions of the Florida Business Corporation Act and the Tennessee Code Title 48 Section 21, and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed as follows:

**ARTICLE ONE**  
**THE MERGER**

Upon the terms and subject to the conditions hereinafter set forth, at the Effective Time (as defined in Article Two hereof) the Merging Corporation shall be merged with and into John Galt Entertainment, Inc., the separate existence of the Merging Corporation shall cease, and John Galt Entertainment, Inc. shall be the surviving entity and shall continue to operate under its current name (the "Surviving Corporation").

**ARTICLE TWO**  
**EFFECTIVE DATE**

The Merger shall be effective on the date and time (the "Effective Time") set forth in the Articles of Merger in the form attached hereto as Exhibit A (the "Articles of Merger"), in the manner required by the provisions of the Florida Business Corporation Act, and the Tennessee Code Title 48 Chapter 21.

**ARTICLE THREE**  
**ARTICLES; MANAGEMENT**

The Articles of Incorporation, Bylaws, directors and officers of John Galt Entertainment, Inc. as in effect at the Effective Time shall be the Articles of Incorporation, Bylaws, directors and officers of the Surviving Corporation.

## **ARTICLE FOUR CANCELLATION OF SHARES**

At the Effective Time, each share of common stock, \$1.00 par value per share, of the Merging Corporation issued and outstanding immediately prior to the Effective Time and owned by Lennon Murphy, the sole shareholder of the Merging Corporation and the Surviving Corporation (the "Sole Shareholder"), shall, by virtue of the Merger, automatically and without any action on the part of the Sole Shareholder, be cancelled and retired. No payment shall be made to the Sole Shareholder as the sole shareholder of the Merging Corporation with respect to the Merger other than to reflect on the Surviving Corporation's books and records the additional consideration received in respect of the Merging Corporation's assets and credit such net amounts to the Surviving Corporation's surplus and earned surplus in accordance with the Act in order to reflect the additional interest of the Sole Shareholder, as the sole shareholder of the Merging Corporation and the Surviving Corporation, in the common stock of the Surviving Corporation.

## **ARTICLE FIVE EFFECTS OF MERGER**

The Merger shall have the effects set forth in Section 1106 of the Florida Business Corporation Act.

## **ARTICLE SIX FILING OF THE ARTICLES OF MERGER**

This agreement shall be executed and delivered by the duly authorized officers of representatives on behalf of the Merging Corporation and the Surviving Corporation as required by law. As soon as may be practicable thereafter, the Articles of Merger shall be executed and delivered to the Florida Department of State, and the Tennessee Department of State, for filing and recording in the manner required by law.

## **ARTICLE SEVEN MISCELLANEOUS**

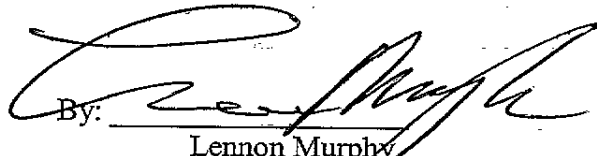
The Board of Directors and shareholders of the Merging Corporation and the Board of Directors of the Surviving Corporation have approved this Agreement by written consents dated September 15.

At any time prior to the Effective Time, this Agreement may be terminated by the mutual agreement of the parties notwithstanding approval of this agreement by the shareholders of any of the parties.


\*\*\*\*\*

IN WITNESS WHEREOF this Agreement had been authorized and approved and each of the parties hereto, pursuant to authority duly granted, has caused this Agreement and Plan of Merger to be executed as of the day first written above.

**John Galt, Inc.**  
(a Tennessee corporation)

By:   
Lennon Murphy  
President

**John Galt Entertainment, Inc.**  
(a Florida corporation)

By:   
Lennon Murphy  
President