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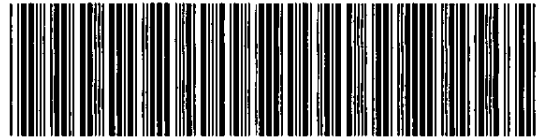
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08 SEP 18 AM 8:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Reply to Clearwater

September 15, 2008

State of Florida
Office of Secretary of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Articles of Merger of JDK Products, Inc., and Kamhi World, Inc.

Dear Secretary of State:

I enclose herewith, Articles of Merger of JDK Products, Inc., and Kamhi World, Inc., both Florida corporations. We have also enclosed the Agreement and Plan of Merger. We have enclosed our firm's check for \$78.75, representing \$35.00 for each party and \$8.75 for a Certificate of Status, for our records.

We have also enclosed a photocopy of the documents, and would appreciate receiving a stamped file set back for our records. We have added the \$10.00 surcharge for that fee as well, for a total enclosure of \$88.75.

Thanking you in advance, and with the kindest of personal regards, I remain

Sincerely yours,

Hamden H. Baskin, III

HHBIII/cdk

Enclosures: as stated

cc: Jay Kamhi

Clearwater

13577 Feather Sound Drive
Suite 550
Clearwater, Florida 33762
p: 727.572.4545
f: 727.572.4646

Dunedin

1960 Bayshore Boulevard
Dunedin, Florida 34698
p: 727.733.3191
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**ARTICLES OF MERGER
OF
JDK PRODUCTS, INC.
(a Florida corporation)
WITH AND INTO
KAMHI WORLD, INC.
(a Florida corporation)**

Pursuant to Sections 607.1105
of the Florida Business Corporation Act

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

**ARTICLE I
State of Incorporation; Surviving Corporation**

The name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
JDK PRODUCTS, INC.	Florida
KAMHI WORLD, INC.	Florida

KAMHI WORLD, INC., a Florida corporation, shall be the surviving corporation.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger provided for the merger of JDK PRODUCTS, INC., with and into KAMHI WORLD, INC., is attached hereto as Exhibit A.

**ARTICLE III
Approval of the Plan**

The Board of Directors of KAMHI WORLD, INC., reviewed, considered, and pursuant to unanimous action by written consent in accordance with Section 607.0821 of the FBCA duly adopted the Agreement and Plan of Merger (the "Agreement and Plan of Merger"), dated June 30, 2008, by and between KAMHI WORLD, INC., a Florida corporation, and JDK PRODUCTS, INC., a Florida corporation, and presented the Agreement and Plan of Merger to the shareholders of in accordance with Section 607.1101 of the FBCA. Thereafter the Agreement and Plan of Merger was approved by the shareholders of on June 30, 2008 pursuant to an action by written consent in accordance with Section 607.0704.

The Board of Directors of JDK PRODUCTS, INC., reviewed, considered, and pursuant to unanimous action by written consent in accordance with Section 607.0821 of the FBCA duly adopted the Agreement and Plan of Merger, and deemed the Agreement and Plan of Merger advisable and presented the same to the stockholders of JDK PRODUCTS, INC., in accordance with Section 607.1101 of the FBCA. Thereafter the stockholders representing 90% of the outstanding common shares of JDK PRODUCTS, INC., the only class of capital stock of JDK PRODUCTS, INC., authorized and outstanding, approved the Agreement and Plan of Merger on June 30, 2008, pursuant to an action by written consent in accordance with Section 607.0704 of the FBCA.

ARTICLE IV
Effective Time


These Articles of Merger shall become effective on the date and at the time filed by the Department of State of the State of Florida.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned President of the constituent corporations have caused these Articles of Merger to be executed this 11 day of September, 2008.

KAMHI WORLD, INC.,
a Florida corporation

By: _____


JAY KAMHI
President

JDK PRODUCTS, INC.,
a Florida Corporation

By: _____


JAY KAMHI
President

AGREEMENT AND PLAN OF MERGER OF

JDK PRODUCTS, INC.
(a Florida corporation)

WITH AND INTO

KAMHI WORLD, INC.
(a Florida corporation)

AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of June 30, 2008, by and between JDK PRODUCTS, INC., a Florida corporation (the "Merging Corporation"), and KAMHI WORLD, INC., a Florida corporation ("Kamhi"). The Merging Corporation and Kamhi are sometimes collectively referred to herein as the "Constituent Corporations").

RECITALS

WHEREAS, each of the Constituent Corporations are Florida corporations organized and validly existing under the laws of the State of Florida.

WHEREAS, the respective Boards of Directors of the Merging Corporation and Kamhi have determined that the merger of Merging Corporation with and into Kamhi (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement, would be in the best interests of their respective stockholders, and each such Board of Directors has approved this Agreement and the Merger, pursuant to which each issued and outstanding share of common stock, \$1.00 par value per share, of the Merging Corporation (the "Old Common Stock") (other than Common Stock held in treasury by the Merging Corporation) will be converted into the right to receive shares of common stock, no par value per share, of the Surviving Company (the "Merger Stock") as provided herein; and

WHEREAS, in accordance with applicable law and the Articles of Incorporation and Bylaws of the Merging Corporation, approval of the Merger and this Agreement require the affirmative vote of a majority of the outstanding shares of the Old Common Stock entitled to vote thereon; and

WHEREAS, in accordance with applicable law and the Articles of Incorporation and Bylaws of the Kamhi, approval of the Merger and this Agreement require the affirmative vote of a majority of the outstanding shares of the Merger Stock entitled to vote thereon; and

WHEREAS, the Agreement providing for the Merger pursuant to Section 607.1103 of the Florida Statutes having been approved by the Board of Directors of each of the Constituent Corporations, and the Board of Directors of each of the Constituent Corporations have directed that this Agreement be submitted to their respective shareholders for approval;

NOW THEREFORE, in consideration of the promises and mutual covenants, agreements, and conditions set forth herein, the parties do hereby agree as follows:

ARTICLE I

TERMS OF THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with the Florida Business Corporation Act (the "FBCA"), at the Effective Time (as defined in Section 1.2 of this Agreement) the Merging Corporation shall be merged with and into Kamhi pursuant to the provisions of, and with the effect provided under, Florida law. As a result of the Merger, at the Effective Time the separate corporate existence of the Merging Corporation shall cease and Kamhi shall continue as the surviving corporation of the Merger and shall be unaffected and unimpaired by the Merger. Kamhi as existing on and after the Effective Date being hereinafter sometimes referred to as the "Surviving Corporation").

1.2 Effective Time. The Articles of Merger for the Merger ("Articles of Merger"), meeting the requirements of the Florida law and evidencing the transactions contemplated herein shall be properly executed and delivered for filing to the Department of State of the State of Florida. The Merger is effective as of June 30, 2008, and upon acceptance of the Articles of Merger by the Secretary of State of the State of Florida, such time and date being referred to herein as the "Effective Time").

1.3 Effect of the Merger. From and after the Effective Time, the Merger will have the effects specified in Section 607.1106 of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of each of the Constituent Corporation shall be vested in the Surviving Corporation, and all debts, liabilities and duties of each of the Constituent Corporation shall become the debts, liabilities and duties of the Surviving Corporation.

ARTICLE II

ARTICLES OF INCORPORATION AND BYLAWS

2.1 Articles of Incorporation. The Articles of Incorporation of Kamhi as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

2.2 Bylaws. The Bylaws of Kamhi as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

ARTICLE III

BOARD OF DIRECTORS AND EXECUTIVE OFFICERS

3.1 Board of Directors. From and after the Effective Time, the directors of Kamhi immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each person to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

3.2 Officers. From and after the Effective Time, the officers of Kamhi immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each person to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified, as the case may be.

ARTICLE IV CONVERSION OF SHARES

4.1 Conversion of Shares. Subject to the provisions of this Article IV, at the Effective Time, by virtue of the Merger and without any action on the part of the Merging Corporation or Kamhi, hereto or their respective shareholders:

(a) Except for shares of Old Common Stock issued and outstanding immediately prior to the Effective Time as to which dissenter's rights have been perfected under Section 607.1320 of the FBCA and not withdrawn, and subject to Section 4.1(d) relating to fractional shares (excluding shares to be canceled pursuant to Section 4.1(b) of this Agreement), each issued and outstanding share of Old Common Stock shall cease to be outstanding and shall be converted into the right to receive that number of shares of Merger Stock determined by multiplying the number of shares of Old Common Stock times the Exchange Ratio (the "Merger Consideration"). The "Exchange Ratio" for purposes of this Agreement shall be 1/150 reflecting the issuance of one share of Merger Stock for every 150 shares of issued and outstanding Old Common Stock.

(b) Each share of Old Common Stock held by a Merging Corporation as treasury stock or owned by Kamhi immediately prior to the Effective Time shall be cancelled without payment of any consideration therefor and shall cease to exist.

(c) Each share of common stock of Kamhi outstanding and each share held in treasury immediately prior to the Effective Time shall remain outstanding and be unaffected by the Merger.

(d) Notwithstanding any other provision of this Agreement, no fraction of a share of Merger Stock shall be issued in connection with the conversion of Old Common Stock in the Merger and the distribution of Merger Stock in respect thereof. Each holder of shares of Old Common Stock exchanged pursuant to the Merger who otherwise would have been entitled to receive a fraction of a share of Merger Stock (after taking into account all certificates delivered by such holder) shall receive, in lieu thereof a cash payment (without interest and subject to the payment of any applicable withholding taxes) in an amount equal to such fractional part of a share of Old Common Stock multiplied by One Thousand Dollars (\$1,000).

4.2 Certain Adjustments. If, between the date of this Agreement and the Effective Time, the number of issued and outstanding shares of Merger Stock shall have been changed into a different number of shares or different class by reason of any reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or a stock dividend or dividend payable in any other securities shall be declared with a record date (in the case of a stock dividend) or an effective date (in the case of a stock split or combination or similar recapitalization for which a record date is not set) within such period, or any similar event shall

have occurred, the Merger Consideration shall be proportionately adjusted to prevent any dilutive effect to the stockholders of the Merging Corporation which would otherwise result from any such transaction on a percentage of ownership basis.

4.3 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, any Old Common Shares outstanding immediately prior to the Effective Time as to which the holder thereof shall have validly exercised dissenter's rights, if any, under Section 607.1320 of FBCA ("Dissenting Shares") shall not be converted into a right to receive the Merger Consideration as provided in Section 4.1(a) hereof and, after the Effective Time, shall not be entitled to the Merger Consideration unless such holder fails to perfect or withdraws or otherwise loses his dissenter's rights under Section 607.1320 of the FBCA. If after the Effective Time, such holder fails to perfect or withdraws or loses his dissenter's right under Section 607.1320 of the FBCA, such Dissenting Shares shall be treated as if they had been converted as of the Effective Time into the right to receive the Merger Consideration in accordance with Section 4.1(a) of this Agreement.

ARTICLE V CONDITIONS TO MERGER

Effectuation of this Agreement and the Merger is subject to the following conditions: (a) this Agreement and the Merger shall have been approved and adopted by the requisite vote of shareholders of both the Merging Corporation and Kamhi as required under Florida law, (b) receipt of all consents, orders, approvals, and all other requirements prescribed by law which are necessary for consummation of the Merger, and (c) no preliminary or permanent injunction or other order, decree, or ruling issued by any court of competent jurisdiction or any governmental, regulatory, or administrative agency, commission, or authority, domestic or foreign ("Governmental Entity"), and no action or proceeding shall have been commenced to threatened for purposes of obtaining any such injunction or order, nor any statute, rule, regulation, or executive order promulgated or enacted by any Governmental Entity which is in effect and would have the effect of making the Merger illegal or otherwise prohibit, restrain, or restrict the consummation of the transactions contemplated by this Agreement.

ARTICLE VI FURTHER ASSURANCES

Prior to the Effective Time, each the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges, and franchises of the Merging Corporation, the officer and directors of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent

Corporations, as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement and the Merger.

ARTICLE VII TERMINATION

At any time prior to the Effective Time, this Agreement may be terminated by the mutual agreement of the Board of Directors of each of the Constituent Corporations, whether before or after the approval of this Agreement and the merger by the shareholders of either, or both, of the Constituent Corporations. In the event that this Agreement is so terminated, it shall be of no further force or effect and that shall be no liability by reason of this Agreement or its termination on the part of either the Constituent Corporations or of their respective directors, officers, employees, agents, shareholders or incorporators.

ARTICLE VII MISCELLANEOUS

8.1 This Agreement may be amended or supplemented at any time by mutual agreement of each of the Constituent Corporations. Any such amendment or supplement must be in writing and approved by the respective Boards of Directors of each of the Constituent Corporations.

8.2 The headings of the several Articles herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.


8.3 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

8.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and entirely to be performed in such jurisdiction, except to the extent federal law may be applicable.

[Signatures on Next Page]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

JDK PRODUCTS, INC.,
a Florida corporation

By: 
JAY KAMHI
President

KAMHI WORLD, INC.,
a Florida corporation

By: 
JAY KAMHI
President