

P04000067042

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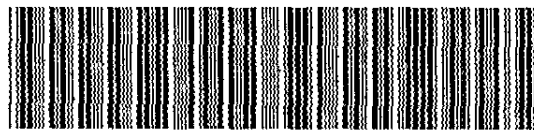
(Business Entity Name)

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11/1/04

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: WILLIAMS CREATIVE GROUP INC.

(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

LIUSKA RINCON

(Name of person)

R. ROSSER COLE, A LAW CORPORATION

(Name of firm/company)

200 N. MARYLAND AVE., #302

(Address)

GLENDALE, CA 91206

(City/state and zip code)

For further information concerning this matter, please call:

LIUSKA RINCON

(Name of person)

at (818)

500-9418

(Area code & daytime telephone number)

- ☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Please return 2 certified copies.

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
WILLIAMS CREATIVE GROUP, INC.	FLORIDA	P04000067042

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DESIGN STRATEGIES, INC.	CALIFORNIA	C2023399

SECRET
PROPERTY OF
TALLAHASSEE FIELD OFFICE

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 7/14/04 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 14, 2004

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 14, 2004

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)

[illegible]

[Handwritten signature]

Leonard Williams, President

[Handwritten signature]

Leonard Williams, President

PLAN OF MERGER

(Non Subsidiaries)

The following Plan of Merger ("Agreement") is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

ARTICLE 1.

RECITALS OF CONSTITUENT CORPORATIONS

Disappearing Corporation

Section 1.01. Design Strategies, Inc., ("Disappearing Corporation") is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

Survivor

Section 1.02. Williams Creative Group, Inc., ("Surviving Corporation") is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

ARTICLE 2. MERGER

Surviving Corporation

Design Strategies, Inc., shall be merged into Williams Creative Group, Inc., under the laws of the State of Florida, pursuant to the terms and conditions of this Agreement.

ARTICLE 3. EFFECTIVE DATE

Effective Date

This merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Florida. (the "Effective Date").

ARTICLE 4. TERMS AND CONDITIONS

Negative Covenants

Section 4.01. Between the date of this Agreement and the date on which the merger shall become effective, either constituent corporation shall not:

- (a) Declare or pay any dividends to its shareholders.
- (b) Except in the normal course of business and for adequate value, dispose of any of its assets.

Further Assignments or Assurances

Section 4.02. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the surviving corporation the title to any property or rights of Disappearing Corporation or otherwise carry out the provisions hereof, the proper officers and directors of Disappearing Corporation as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to such property or rights in the surviving corporation, and otherwise carry out the provisions hereof.

ARTICLE 5. CONVERSION OF SHARES

Section 5.01. (a) Surviving Corporation. The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of Surviving Corporation.

(b) Disappearing Corporation. On the Effective Date, each issued and outstanding common share of Disappearing Corporation shall be converted into one common share, without par value, of Surviving Corporation, subject to adjustment as provided in this Agreement. No fractional shares of the common stock of the surviving corporation will be issued to the holders of the common stock of the disappearing corporation, but holders who would otherwise be entitled to receive a fraction of a share of the common stock of the surviving corporation on the basis of the conversion provided for herein shall in lieu thereof receive a cash payment equal to the value of such fraction, based on the market value of the common stock of the disappearing corporation as of the effective date of the merger.

Section 5.02. Each holder of the shares of the disappearing corporation shall surrender his shares, properly endorsed, to the surviving corporation or its agent, and shall thereupon receive in exchange therefor a certificate or certificates representing the number of shares of the surviving corporation into which the shares of the disappearing corporation have been converted.

ARTICLE 6. DIRECTORS

Board of Survivor

Section 6.01. The present Board of Directors of Surviving Corporation shall continue to serve as the Board of Directors of the surviving corporation until the next annual meeting or until such time as their successors have been elected and qualified.

ARTICLE 7. ARTICLES OF INCORPORATION

Section 7.01. The articles of Surviving Corporation as existing on the effective date of the merger, shall continue in full force as the articles of the surviving corporation until altered, amended as provided therein, or as provided by law.

ARTICLE 8. BYLAWS

Section 8.01. The bylaws of Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the bylaws of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 9. INTERPRETATION AND
ENFORCEMENT

Notices

Section 9.01. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(a) In the case of Disappearing Corporation to: Design Strategies, Inc., Colette Williams, 2060 Sunset Point Rd., Unit 52, Clearwater, FL 33765 or to such other person or address as Design Strategies, Inc. may from time to time furnish to Surviving Corporation;

(b) In the case of Surviving Corporation to: Williams Creative Group, Inc., Colette Williams, 2060 Sunset Point Rd., Unit 52, Clearwater, FL 33765 or to such other person or address as Williams Creative Group, Inc. may from time to time furnish to Disappearing Corporation.

Counterpart Executions

Section 9.02. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Controlling Law

Section 9.03. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida, the state in which this Agreement is being executed.

Executed on July 14, 2004 2004, at CLEARWATER, Florida.

Design Strategies, Inc.

By [Signature]

Leonard Williams, President

By [Signature]

Colette Williams, Secretary

Williams Creative Group, Inc.

By [Signature]

Leonard Williams, President

By [Signature]

Colette Williams, Secretary