

May 5/19 and



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 645996 7721442

AUTHORIZATION :

A handwritten signature in black ink, appearing to read "Lynell A. Man", is written over the authorization field.

COST LIMIT : \$ 87.50

ORDER DATE : May 10, 2013

ORDER TIME : 3:04 PM

ORDER NO. : 645996-005

CUSTOMER NO: 7721442

ARTICLES OF MERGER

CARNEGIE MARKETING ASSOCIATES,
INC.

INTO

CHOICE DIRECT MAIL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX (2 SETS) CERTIFIED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
OF
CARNEGIE MARKETING ASSOCIATES, INC.,
A CALIFORNIA CORPORATION
INTO
CHOICE DIRECT MAIL, INC.,
A FLORIDA CORPORATION

FILED
13 MAY 10 PM 4:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1107, Florida Statutes, and section 1108 of the California Corporations Code, CARNEGIE MARKETING ASSOCIATES, INC., a California corporation (the "Merging Parent Corporation"), and CHOICE DIRECT MAIL, INC., a Florida corporation (the "Surviving Subsidiary Corporation") (the Surviving Entity and Merging Entity are hereinafter referred to collectively as the "Constituent Entities"), adopt and submit the following Articles of Merger:

1. The exact name, form/entity type and jurisdiction for each merging entity are as follows:

a) Merging Parent Corporation

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Carnegie Marketing Associates, Inc. 3878 Carson Street, Suite 220 Torrance, CA 90503	California	Corporation

b) Surviving Subsidiary Corporation

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Choice Direct Mail, Inc. 4488 Friar Tuck Lane Sarasota, FL 34232	Florida	Corporation

2. The Plan of Merger, annexed hereto as Exhibit A and made a part hereof ("Plan of Merger"), meets the requirements of Florida Statutes Section 607.1101(2) and was approved by each of the Constituent Entities that is a party to the Plan of Merger in accordance with Florida Statutes Chapter 607 and California Corporations Code sections 1200 et seq. and 1300 et seq.

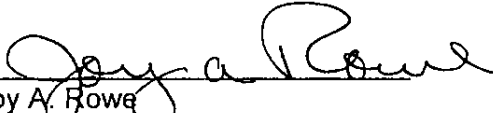
3. Pursuant to the Plan of Merger, all issued and outstanding shares of the common stock of Merging Parent Corporation will be cancelled upon the merger of Merging Parent Corporation into Surviving Subsidiary Corporation, and the Merging Parent Corporation will be merged with and into Surviving Subsidiary Corporation, with Surviving Subsidiary Corporation being the surviving entity of the merger (the "Merger").

5. Pursuant to section 607.1105(1)(b), Florida Statutes, and the date and time of the effectiveness of the Plan of Merger shall be at 12:01 ET on the date of filing.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger as of April 15, 2013.

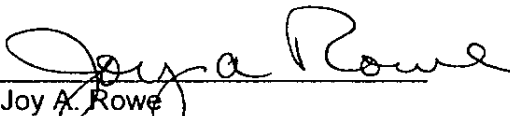
MERGING PARENT CORPORATION

CARNEGIE MARKETING ASSOCIATES, INC.,
a California corporation

By: 
Joy A. Rowe
Its President

SURVIVING SUBSIDIARY CORPORATION

CHOICE DIRECT MAIL, INC.,
a Florida corporation

By: 
Joy A. Rowe
Its President

**PLAN AND AGREEMENT OF MERGER
BY AND BETWEEN CARNEGIE MARKETING ASSOCIATES, INC.
WITH AND INTO
CHOICE DIRECT MAIL, INC.**

THIS PLAN OF MERGER ("Agreement") is entered into as of April 15, 2013 by and between CARNEGIE MARKETING ASSOCIATES, INC., a California corporation (the "Merging Parent Corporation"), and CHOICE DIRECT MAIL, INC., a Florida corporation (the "Surviving Subsidiary Corporation"), each having its principal offices located at 4488 Friar Tuck Lane, Sarasota, Florida 34232 (collectively, the "Constituent Entities"). The Agreement was adopted and approved by each of the Constituent Entities in accordance with Florida Statutes 607.1108 and California Corporations Code sections 1200 et seq. and 1300 et seq.

RECITALS

A. The Merging Parent Corporation, pursuant to the Merging Parent Corporation's records, has ten (10) shares of issued and outstanding shares of the common stock of the Merging Parent Corporation.

B. The Surviving Subsidiary Corporation, according to the Surviving Subsidiary Corporation's records, has ten (10) shares of issued and outstanding shares of the common stock of the Surviving Subsidiary Corporation that are owned by the Merging Parent Corporation.

C. The Board of Directors and the Shareholders of the Merging Parent Corporation and the Board of Directors and the Shareholders of the Surviving Subsidiary Corporation have deemed it advisable that the Merging Parent Corporation be merged with and into the Surviving Subsidiary Corporation under and pursuant to the provisions of this Plan of Merger ("Plan") and in accordance with the applicable statutes of the State of Florida and the State of California (the "Merger").

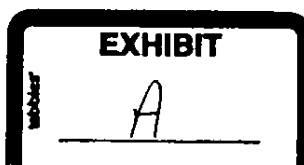
D. It is intended that this Plan of Merger meets the requirements of Sections 368(a)(1)(F) of the Code as a "tax free" reorganization.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Constituent Entities hereby agree pursuant to the applicable laws of the State of Florida and of the State of California, that the Merging Parent Corporation shall be, and it is hereby is, as of the Effective Date, merged with and into the Surviving Subsidiary Corporation; and that the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as follows:

1. **Recitals.** The foregoing Recitals are hereby ratified and confirmed, and are true, correct and complete as hereby incorporated herein.

2. **Name and Jurisdiction of the Constituent Entities.**

a) **Merging Parent Corporation**



<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document #</u>
Carnegie Marketing Associates, Inc. 3878 Carson Street Suite 220 Torrance, CA 90503	California	Corporation	C1266011

Surviving Subsidiary Corporation

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document #</u>
Choice Direct Mail, Inc. 4488 Friar Tuck Lane Sarasota, FL 34232	Florida	Corporation	P13000034586

3. **Merger; Effectiveness.** The name of the Surviving Subsidiary Corporation shall be Choice Direct Mail, Inc., a Florida corporation, and shall be governed by the laws of the State of Florida. The purposes, powers and objects, identity, existence, privileges, franchises and immunities of the Surviving Subsidiary Corporation are expanded in the Articles of Incorporation of the Surviving Subsidiary Corporation (as filed with the Secretary of State of Florida), from and after the Effective Date of the Merger; and, the identity, existence, property, assets, rights, privileges, powers, franchises and immunities of the Merging Parent Corporation shall be merged with and into the Surviving Subsidiary Corporation and the Surviving Subsidiary Corporation shall be fully vested therewith. As of the Effective Date of the Merger, the separate existence of the Merging Parent Corporation, except insofar as it may continued by statute, shall cease, pursuant to the laws of the State of Florida and of the laws of the State of California.

4. **Business Purpose.** Upon the Effective Date of the Merger, the business purpose of the Surviving Subsidiary Corporation shall be the business purpose of the Merging Parent Corporation.

5. **Articles of Incorporation.** From and after the Effective Date of the Merger and until further amended as provided by the laws of the State of Florida, the Articles of Incorporation of the Surviving Subsidiary Corporation shall be the Articles of Incorporation as filed with the Secretary of State.

6. **Management.** The name and business address of the officers and directors for the Surviving Subsidiary are:

<u>Name</u>	<u>Address</u>
Joy A. Rowe, President	3352 Highlands Bridge Road Sarasota, FL 34235
Ty Hardin, Vice President	4488 Friar Tuck Lane Sarasota, FL 34232
Donald H. Rowe, Vice President	3352 Highlands Bridge Road Sarasota, Florida 34232

7. **Distribution to Shareholders of the Merging Parent Corporation.** The manner and basis of making distribution to the Shareholders of the Merging Parent Corporation and the extinguishment or substitution for their shares of all the issued and outstanding shares of the common stock of the Merging Parent Corporation, as the case may be, shall be as follows:

The Shareholders of the Merging Parent Corporation shall surrender all of their shares of the common stock of the Merging Parent Corporation (the "Shareholders' Shares") in exchange for equal ownership interests in the Surviving Subsidiary Corporation. Upon surrender to the Surviving Subsidiary Corporation of all of the Shareholders' Shares, the Shareholders' Shares shall be cancelled and equal interests in the Surviving Subsidiary Corporation shall be issued in equal percentages to the Shareholders of the Merging Parent Corporation. Subsequent to the Merger, the owners of the Merging Parent Corporation shall own all of the interests of the Surviving Subsidiary Corporation in the same percentages as they own their interests in the Merging Parent Corporation.

8. **Satisfaction of Rights of Dissenting Entity Shareholders.** The Shareholders' Shares, into which shares in the Surviving Subsidiary Corporation shall have been or would have been converted and become exchangeable for under this Agreement, shall be deemed to have been paid in full satisfaction of such converted Shareholders' Shares.

9. **Effect of Merger.**

a. On the Effective Date of the Merger, the Surviving Subsidiary Corporation shall possess, all and singular, the rights, privileges, immunities, powers and franchises of a public, as well as a private nature, and be subject to all the restrictions, disabilities and duties of the Merging Parent Corporation, and all property, real, personal and mixed, of the Merging Parent Corporation and all debts due the Merging Parent Corporation on whatever account, as well as for share subscriptions and all other things in action or belonging to the Merging Parent Corporation, shall be vested in the Surviving Subsidiary Corporation; and, all property, rights, privileges, powers and franchises, and all and every other interest shall be, thereafter, as effectually the property of the Surviving Subsidiary Corporation as they were of the Merging Parent Corporation, and the title of any real estate vested by deed or otherwise in the Merging Parent Corporation shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of the Merging Parent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Parent Corporation shall thenceforth attach to the Surviving Subsidiary Corporation and may be enforced against it to the same extent as if the said debts, liabilities and duties had been incurred or contracted by the Surviving Subsidiary Corporation. The Surviving Subsidiary Corporation may record a certified copy of the Articles of Merger in any county in which the Merging Parent Corporation holds an interest in real property.

b. If at any time after the Effective Date of the Merger, the Surviving Subsidiary Corporation shall consider it to be advisable that any further conveyances, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm, or record in the Surviving Subsidiary Corporation the title to any property, rights, privileges, powers and franchises of the Merging Parent Corporation or otherwise carry out the provisions of this Agreement, the proper officers of the Merging Parent Corporation last in office shall execute and deliver upon the Surviving Subsidiary Corporation's request, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things necessary or proper to vest, perfect or confirm title to such property,

rights, privileges, powers and franchises in the Surviving Subsidiary Corporation, and otherwise to carry out the provisions of this Agreement.

10. **Filing with the Florida Secretary of State.** The Merging Parent Corporation and the Surviving Subsidiary Corporation shall cause their respective officers and managers to execute the Articles of Merger in the form annexed to this Agreement, and upon the execution of this Agreement, shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles of Merger and shall become an exhibit to such Articles of Merger. In accordance with Florida Statutes, the Articles of Merger shall be effective on the Effective Date of the Merger.


11. **Termination; Abandonment.** Notwithstanding the provisions hereof, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger as allowed by Florida law.

12. **Amendment and Waiver.** Either Constituent Entity may at any time prior to the Effective Date of the Merger by appropriate action taken and duly authorized in accordance with applicable law waive any of the terms and conditions of this Agreement or agree to an amendment or modification of this Agreement by an agreement, in writing, executed in the same manner (but not necessarily by the same persons) as this Agreement; provided, however, that after a favorable vote by the shareholders or members of a party hereto, any such action shall be taken by that party only if, in the opinion of its officers and directors and managers and managing members, respectively, so acting, such amendment or modification will not have a material and adverse effect on the benefits intended under this Agreement for the shareholders and members, respectively, of such party and will not require re-solicitation of any proxies of such shareholders and members.

IN WITNESS WHEREOF, each Constituent Entity has caused this Agreement to be executed by its appropriate authorized officer as of the Effective Date of the Merger.


MERGING PARENT CORPORATION

CARNEGIE MARKETING ASSOCIATES, INC.,
a California corporation

By: 
Joy A. Rowe
Its President

SURVIVING SUBSIDIARY CORPORATION

CHOICE DIRECT MAIL, INC.,
a Florida corporation

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