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ROBERT A. STERNBERG

A PROFESSIONAL LAW CORPORATION

6345 BALBOA BOULEVARD

BUILDING II, SUITE 230

ENCINO, CALIFORNIA 91316-1517

FILE NUMBER:

P95000036965

B14001

September 22, 1997

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

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-09/29/97-01170-003

****122.50 ****122.50

RE: POLARIS MEDIA & MARKETING, INC. (Florida corp.)
CHRIS BECK COMMUNICATIONS, INC. (California corp.) (Survivor)

Dear Sirs:

Enclosed please find two copies of the Certificate of Approval of Agreement of Merger and two copies of the Agreement of Merger of POLARIS MEDIA & MARKETING, INC. with and into CHRIS BECK COMMUNICATIONS, INC. Please file the documents in your office at your earliest convenience and certify one set, returning it in the envelope provided. We understand the fee for this service to be \$70.00 for the two corporations plus \$52.50 for certification. Our check for \$122.50 is enclosed.

If you need any further information, please contact this office.

Very truly yours,


ROBERT A. STERNBERG

RAS:ajm
Enclosures

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

97 NOV -6 PM 3:57

APPROVED
AND
FILED

Handwritten:
OK
*Out Copy
11-6-97
P95000036965
998
Merger



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

October 7, 1997

ROBERT A. STERNBERG
6345 BALBOA BLVD., SUITE 230
ENCINO, CA 91316-1517

SUBJECT: POLARIS MEDIA & MARKETING, INC.
Ref. Number: P95000036965

We have received your document for POLARIS MEDIA & MARKETING, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

✓ Please entitle your document Articles of Merger.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6916.

Carol Mustain
Corporate Specialist

Letter Number: 797A00049169

ARTICLES OF MERGER
Merger Sheet

MERGING:

POLARIS MEDIA & MARKETING, INC., a Florida corporation, #P95000036965

INTO

CHRIS BECK COMMUNICATIONS, INC., a California corporation not qualified
in Florida

File date: November 6, 1997

Corporate Specialist: Carol Mustain

AGREEMENT OF MERGER

POLARIS MEDIA & MARKETING, INC.

with and into

CHRIS BECK COMMUNICATIONS, INC.

under the name of

POLARIS MEDIA & MARKETING, INC.

THIS AGREEMENT OF MERGER is entered into between CHRIS BECK COMMUNICATIONS, INC., a California corporation, hereinafter "Surviving Corporation," and POLARIS MEDIA & MARKETING, INC., a Florida corporation, hereinafter "Disappearing Corporation."

ARTICLE 1. MERGER

1.01. Merging Corporation shall be merged into Surviving Corporation.

ARTICLE 2. DATE OF MERGER

2.01. The effect of the merger and the effective date of the merger are as prescribed by law.

2.02. The merger was approved by the Board of Directors and Shareholders of Disappearing Corporation on September 14, 1997. The merger was approved by the Board of Directors and Shareholders of Surviving Corporation on September 14, 1997.

ARTICLE 3. TERMS AND CONDITIONS

3.01. Negative Covenants. 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.
- c. Incur any liabilities except in the normal course of business.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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APPROVED
AND
FILED

3.02. Further Assignments or Assurances. If at any time 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 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 4. BASIS OF CONVERTING SHARES

4.01. Basis.

a. At the effective date of the merger, each share of the common stock of the disappearing corporation of no par value (other than shares held by disappearing corporation as treasury shares) shall be converted into one-quarter share of common stock of no par value of the surviving corporation.

b. 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 value of the common stock of the disappearing corporation as of the effective date of the merger.

c. Any shares of the disappearing corporation, common or preferred, held by the disappearing corporation in its treasury on the effective date of the merger shall be surrendered to the surviving corporation for cancellation.

4.02. Exchange. Each holder of the shares of Disappearing Corporation shall surrender his shares, properly endorsed, to Surviving Corporation or its agent, and shall thereupon receive in exchange therefor a certificate or certificates representing the number of shares of Surviving Corporation into which the shares of Disappearing Corporation have been converted.

4.03. Shares of Survivor. The presently outstanding 1,000 shares of common stock of Surviving Corporation, each of no par value, shall remain outstanding as common stock, each of no par value, of Surviving Corporation.

ARTICLE 5. DIRECTORS

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

ARTICLE 6. ARTICLES OF INCORPORATION

6.01. Tax-free Reorganization. It is the intention of the parties that this transaction qualify as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, Section 368(a)(1)(B). No party, including the constituent corporations, shall do or cause to be done any act which would be contrary to the qualification of this transaction as a tax-free reorganization.

ARTICLE 7. BYLAWS

7.01. Bylaws of Survivor. 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 8. INTERPRETATION AND ENFORCEMENT

8.01. Notices. 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, to the appropriate corporation at the last known address of such corporation.

8.02. Counterpart Executions. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

8.03. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees, which may be determined by the Court in the same action or in a separate action brought for that purpose in addition to any other relief to which that party may be entitled. The attorneys' fee award shall not be computed in accordance with any Court schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of the judgment, since it is the intention of all parties to compensate fully the prevailing party for all attorneys' fees paid or incurred in good faith.

8.04. Arbitration. Should any controversy or claims by either party arise out of or relating to this Agreement, or the breach thereof, it shall be settled by arbitration in accordance with the rules of the American Arbitration Association at Los Angeles, California, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such an award may include costs of the defense of such controversy or claim, including attorneys' fees and costs of obtaining evidence.

8.05. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.06. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

8.07. Construction and Interpretation.

a. Paragraph headings in this Agreement are inserted for convenience only and in no way are to be construed to define, limit or affect the construction and interpretation hereof.

b. Whenever the context herein now or hereafter requires, the masculine, feminine and neuter gender, and the singular and plural number, shall each be deemed to include the others.

c. This Agreement is to be deemed to have been prepared jointly by the parties hereto and if any inconsistencies exist herein, they shall not be interpreted or construed against any party as the drafter.

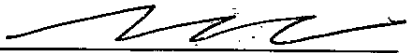
d. This Agreement may not be delegated by BUYER without the written consent of SELLER.

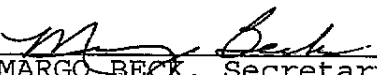
8.08. Controlling Law. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the States of California and Florida, with any conflicts being resolved pursuant to California law. Jurisdiction of this transaction is deemed to be within Los Angeles, County, California.

Each of the undersigned declares under penalty of perjury that the statements in the above Agreement of Merger are true of

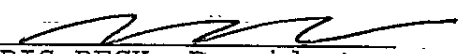
his or her own knowledge and that this declaration was executed
on October 24, 1997, at Westlake, California.

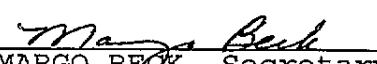
POLARIS MEDIA & MARKETING, INC.

By 
CHRIS BECK, President

By 
MARGO BECK, Secretary

CHRIS BECK COMMUNICATIONS, INC.

By 
CHRIS BECK, President

By 
MARGO BECK, Secretary

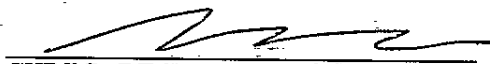
CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER

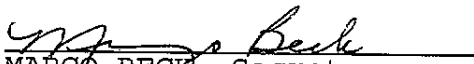
CHRIS BECK, President, and MARGO BECK, Secretary, certify that:

1. They the President and Secretary, respectively, of POLARIS MEDIA & MARKETING, INC., a Florida corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and Shareholders of the corporation on September 14, 1997.
3. The Shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of no par value shares authorized and the number of shares outstanding is sixty thousand (60,000).

We further declare under penalty of perjury under the laws of the State of Florida that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: October 24, 1997


CHRIS BECK, President


MARGO BECK, Secretary