

P97000073019

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

FILED  
00 MAY 15 PM 2:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

September Project III Corp.

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\*\*\*\*\*70.00 \*\*\*\*\*70.00

\_\_\_\_ Art of Inc. File \_\_\_\_\_  
\_\_\_\_ LTD Partnership File \_\_\_\_\_  
\_\_\_\_ Foreign Corp. File \_\_\_\_\_  
\_\_\_\_ L.C. File \_\_\_\_\_  
\_\_\_\_ Fictitious Name File \_\_\_\_\_  
\_\_\_\_ Trade/Service Mark \_\_\_\_\_  
☒ Merger File Photo \_\_\_\_\_  
\_\_\_\_ Art. of Amend. File \_\_\_\_\_  
\_\_\_\_ RA Resignation \_\_\_\_\_  
\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_  
\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_  
\_\_\_\_ Cert. Copy \_\_\_\_\_  
☒ Photo Copy \_\_\_\_\_  
\_\_\_\_ Certificate of Good Standing \_\_\_\_\_  
\_\_\_\_ Certificate of Status \_\_\_\_\_  
\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_  
\_\_\_\_ Corp Record Search \_\_\_\_\_  
\_\_\_\_ Officer Search \_\_\_\_\_  
\_\_\_\_ Fictitious Search \_\_\_\_\_  
\_\_\_\_ Fictitious Owner Search \_\_\_\_\_  
\_\_\_\_ Vehicle Search \_\_\_\_\_  
\_\_\_\_ Driving Record \_\_\_\_\_  
\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_  
\_\_\_\_ UCC 11 Search \_\_\_\_\_  
\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_  
\_\_\_\_ Courier \_\_\_\_\_

RECEIVED  
00 MAY 15 AM 10:21  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

O. COULLETTE MAY 15 2000

Signature \_\_\_\_\_

Requested by: CD

Name \_\_\_\_\_

Date 5-15-00

Time 11:00

Walk-In \_\_\_\_\_

Will Pick Up \_\_\_\_\_

Do not wish to  
change name in Art. I  
of Agreement & Plan - Per Capital  
D. of Capital Connection, Inc.

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

EQUIMEDIA, INC., a Nevada corporation not qualified

INTO

**CITATION ENTERTAINMENT, INC.**, a Florida entity, P97000073019.

File date: May 15, 2000

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER**

**OF**

**Equimedia, Inc.  
(a Nevada corporation)**

**INTO**

**Citation Entertainment, Inc.  
f/k/a  
September Project III Corp.  
(a Florida corporation)**

**FILED**  
**00 MAY 15 PM 2:52**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

Pursuant to section 607.1105 of the Florida Business Corporation Act, Equimedia, Inc., a Nevada Corporation and Citation Entertainment, Inc., f/k/a September Project III Corp., a Florida Corporation, certify that:

First: The name and state of the constituent corporations of the merger are:

Equimedia, Inc.	A Nevada corporation, and
September Project III Corp.	A Florida corporation

Second: An Agreement and Plan of Merger dated January 25, 2000, between Equimedia, Inc. and Citation Entertainment, Inc., f/k/a September Project III Corp. (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by shareholders of each constituent corporations in accordance with the requirements of section 607.1101 of the Florida Business Corporation Act.

Third: The name of the corporation that survives the merger is Citation Entertainment, Inc. f/k/a September Project III Corp. (the "surviving corporation").

Fourth: The certificate of incorporation of Citation Entertainment, Inc. f/k/a September Project III Corp. is the certificate of incorporation of the surviving corporation.

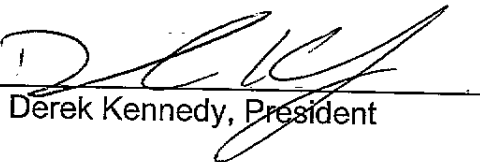
Fifth: The executed Merger Agreement is on file at the office of the surviving corporation located at 7695 S.W. 104<sup>th</sup> Street, Suite 210, Miami, FL 33131., a copy of which is annexed here.

- Sixth: The surviving corporation will furnish a copy of the Merger Agreement upon request and without charge to any stockholder of any constituent corporation.
- Seventh: This certificate of merger is effective when it is filed in the office of the Secretary of State of the State of Florida.

WHEREFORE, the undersigned has caused this certificate to be executed this 25<sup>th</sup> day of January, 2000.

Equimedia, Inc.

Citation Entertainment, Inc.  
f/k/a  
September Project III Corp.

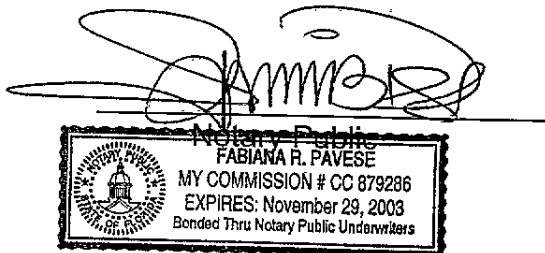
By:   
Derek Kennedy, President

By:   
Eric P. Littman, President

STATE OF FLORIDA  
COUNTY OF DADE

Sworn to and subscribed before me this 25<sup>th</sup> day of January, 2000, by Eric P. Littman as President of Citation Entertainment, Inc., f/k/a September Project III Corp. who is personally known to me or who provided an identification.

Commission Expires:



Printed Name of Notary

STATE OF Arizona  
COUNTY OF Maricopa

Sworn to and subscribed before me this 25<sup>th</sup> day of January, 2000, by Derek Kennedy as President of Equimedia, Inc., who is personally known to me or who provided an identification.

Commission Expires:

Sept. 11, 2000



Margie A. Miller  
Notary Public

Margie A. Miller  
Printed Name of Notary

## **PLAN AND AGREEMENT OF MERGER**

**THIS PLAN AND AGREEMENT OF MERGER** (hereinafter referred to as this "Agreement") dated as of January 25, 2000 is made and entered into by and between September Project III Corp., a Florida Corporation ("Issuer") and Equimedia Inc., a Nevada Corporation ("Acquired Company").

### **W-I-T-N-E-S-S-E-T-H**

WHEREAS, Issuer is a corporation organized and existing under the laws of the State of Florida and is a public, non-reporting corporation; and

WHEREAS, Acquired Company is a private company and existing under the laws of the State of Nevada;

NOW THEREFORE, in consideration of the premises, the mutual covenants contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Acquired Company shall be merged into Issuer (the "Merger") upon the terms and conditions hereinafter set forth.

### **ARTICLE I**

#### *Merger*

On February 2, 2000 or as soon as practicable thereafter (the "Closing Date"), Acquired Company shall be merged into Issuer, the separate existence of Acquired Company shall cease and Issuer shall continue to exist under the name of "September Project III Corp." by virtue of, and shall be governed by, the laws of the State of Florida. The address of the registered office of Issuer shall be 7695 S.W. 104<sup>th</sup> Street, Suite 210, Miami, Florida 33156.

### **ARTICLE II**

#### *Certificate of Incorporation of Issuer*

The Certificate of Incorporation of Issuer as in effect on the date hereof shall be the Certificate of Incorporation of Acquired Company on the Closing Date without change unless and until amended in accordance with applicable law.

**ARTICLE III**  
*Bylaws of Issuer*

The Bylaws of Issuer shall be in effect on the date hereof without change unless and until amended or repealed in accordance with applicable law.

**ARTICLE IV**  
*Effect of Merger on Stock of Constituent Corporation*

4.01 On the Closing Date, (i) all outstanding shares of Acquired Company common stock, 0.001 par value ("Acquired Company Common Stock") shall be converted into Twelve Million (12,000,000) shares of Issuer stock ("Issuer Stock") and (ii) Issuer shall cause to be cancelled Three Million Eight Hundred Thousand (3,800,000) shares of Issuer Stock previously outstanding. Any outstanding shares of Acquired Company Common Stock shall be retired and canceled. Acquired Company shall deliver all minutes and other books and records of Acquired Company that will satisfy Issuer or its representative.

4.02 (a) Issuer shall act as exchange agent in the Merger.

(b) Prior to, or as soon as practicable, after the Closing date, Issuer shall mail to each person who was, at the time of mailing or at the Closing Date, a holder of record of issued and outstanding Acquired Company Common Stock (i) a form letter of transmittal and (ii) instructions for effecting the surrender of the certificate or certificates, which immediately prior to the Closing Date represented issued and outstanding share of Acquired Company Common Stock ("Acquired Company Certificates"), in exchange for certificates representing Issuer Stock. Upon surrender of a Acquired Company Certificate for cancellation to Issuer, together with a duly executed letter of transmittal, the holder of such Acquired Company Certificate shall subject to paragraph (f) of this section 4.02 be entitled to receive in exchange thereof a certificate representing that number of shares of Issuer Stock into which Acquired Company Common Stock theretofore represented by the Acquired Company Certificate so surrendered shall have been converted pursuant to the provisions of this Article IV; and the Acquired Company Certificate so surrendered shall forthwith be canceled.

(c) No dividends or other distributions declared after the Closing Date with respect to Issuer Stock and payable to holders of record thereof after the Closing Date shall be

'paid' to the holder of any unsurrendered Acquired Company Certificate with respect to Issuer Stock which by virtue of the Merger are represented thereby, nor shall such holder be entitled to exercise any right as a holder of Issuer Stock until such holder shall surrender such Acquired Company Certificate. Subject to the effect, if any, of applicable law and except as otherwise provided in paragraph (f) of this Section 4.02, after the subsequent surrender and exchange of a Acquired Company Certificate, the holder thereof shall be entitled to receive any such dividends or other distributions, without any interest thereon, which became payable prior to such surrender and exchange with respect to Issuer Stock represented by such Acquired Company Certificate.

(d) If any stock certificate representing Issuer Stock is to be issued in a name other than that in which the Acquired Company Certificate surrendered with respect thereto is registered, it shall be a condition of such issuance that the Acquired Company Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay any transfer or other taxes required by reason of the issuance to a person other than the registered holder of the Acquired Company Certificate surrendered or shall establish to the satisfaction of Issuer that such tax has been paid or is not applicable.

(e) After the Closing Date, there shall be no further registration of transfers on the stock transfer books of Acquired Company of the shares of Acquired Company Common Stock, or of any other shares of stock of Acquired Company, which were outstanding immediately prior to the Closing Date. If after the Closing Date certificates representing such shares are presented to Acquired Company they shall be canceled and, in the case of Acquired Company Certificates, exchanged for certificates representing Issuer Stock as provided in this Article IV.

(f) No certificates or scrip representing fractional Issuer shall be issued upon the surrender for exchange of Acquired Company Certificates. In lieu thereof, the Exchange Agent shall issue to each holder of Acquired Company Common Stock a whole share of Issuer Stock.

#### ARTICLE V

*Corporate Existence, Acquired Company and Liabilities of  
Acquired Company*



On the Closing Date the separate existence of Acquired Company shall cease. Acquired Company shall be merged with and into Issuer in accordance with the provisions of this Agreement. Thereafter, Issuer shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement and all and singular; the rights, privileges, powers and franchises of Acquired Company and Issuer, and all property, real personal and mixed, and all debts due to each of them on whatever account, shall be vested in Issuer; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter and effectually the property of Issuer, as they were of the respective constituent entities, and the title to any real estate whether by deed or otherwise vested in Acquired Company and Issuer or either of them, shall not revert to or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities, shall thence forth attach to Issuer, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

#### **ARTICLE VI**

##### *Officers and Directors of Issuer*

Upon the Closing Date, the current officers and directors of Issuer shall tender their resignation as officers and directors and nominate as officers and directors persons whose names and positions are supplied by Acquired Company on or prior to such date. On the Closing Date and thereafter, the new officers and directors hold office in accordance with the Bylaws of Issuer or until their respective successors shall have been appointed or elected.

#### **ARTICLE VII**

##### *Approval by Shareholders; Amendment; Closing Date*

7.01 This Agreement and the Merger contemplated hereby are subject to approval by the requisite vote of shareholders or directors in accordance with applicable Nevada law and are subject to approval by the requisite vote of the board of directors of Issuer in accordance with applicable Florida law. As promptly as practicable after approval of this Agreement by shareholders and directors in accordance with applicable law, duly authorized officers of the respective parties shall make

and execute Articles of Merger and a Certificate of Merger and shall cause such documents to be filed with the Secretary of State of Florida and the Secretary of State of Nevada, respectively, in accordance with the laws of the States of Florida and Nevada respectively.

7.02 The Boards of Directors of Acquired Company and Issuer may amend this Agreement at any time prior to the Closing Date, provided that an amendment made subsequent to the approval of the merger by the shareholders of Acquired Company shall not (1) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the Acquired Company Common Stock, (2) alter or change any terms of the Articles of Incorporation of Issuer, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of Acquired Company Common Stock.

#### **ARTICLE VIII**

##### *Representations and Warranties of Issuer*

Issuer represents and warrants to Acquired Company the following:

(i) *Organization.* Issuer is a corporation duly organized, validly existing and as of January 25, 2000 was in good standing under the laws of Florida, has all necessary corporate powers to own properties and carry on a business and is duly qualified to do business in Florida.

(ii) *Capital.* The authorized capital stock of Issuer consists of 50,000,000 shares of common stock, \$0.001 par value, of which, prior to the closing (without reference to the cancellation of 3,800,000 shares) there are 5,035,000 shares issued and outstanding.

(iii) *Financial Statements.* The audited financial Statements of the Issuer as of October 31, 1999, and the related statements of income and retained earnings for the period then ended have been prepared in accordance with generally accepted accounting principles consistently followed by Issuer throughout the periods indicated and fairly present the financial position of Issuer as of the date of the financial statements.

(iv) *Absence of Changes.* Since the date of the financial statements, there has not been any change in the financial condition or operations of Issuer, except changes in the

ordinary course of business, which changes have not in the aggregate been materially adverse.

(v) *Liabilities.* Issuer does not have any debt, liability or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, that is not reflected on the Issuer's financial statements. Issuer is not aware of any pending, threatened or asserted claims, claims of right, lawsuits or contingencies involving Issuer or its common stock. There is no dispute of any kind between Issuer and any third party, and no such dispute will exist on the Closing Date. On the Closing Date, Issuer will be free from any and all liabilities, liens, claims and/or commitments.

(vi) *Ability to Carry Out Obligations.* Issuer has the right, power and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by Issuer and the performance by Issuer of its obligations hereunder will not cause, constitute or conflict with or result in (a) any breach or violation of any of the provisions of or constitute a default under any license, indenture, mortgage, charter, instrument, articles of incorporation, bylaw or other agreement or instrument to which Issuer or its shareholders are a party, or by which they and/or the Issuer's property may be bound, nor will any consents or authorizations of any party other than those hereto be required, (b) an event that would cause Issuer to be liable to any party or (c) an event that would result in the creation or imposition of any lien, charge or encumbrance on any assets of Issuer or upon the securities of Issuer to be acquired by Acquired Company's shareholders.

(vii) *National Quotation Bureau Pink Sheet Listing.* The Issuer is currently listed on the National Quotation Bureau Pink Sheets Board with the following symbol: SPXD, and will be listed on the National Quotation Bureau Pink Sheets Board with the same symbol on the Closing Date.

(viii) *Full Disclosure.* None of the representations and warranties made by the Issuer, or in any certificate or memorandum furnished or to be furnished by the Issuer, contains or will contain any untrue statement of a material fact or omits any material fact the omission of which would be misleading.

(ix) *Contract and Leases.* Issuer is not currently carrying on any business and is not a party to any contract,

agreement or lease. No person holds a power of attorney for Issuer.

(x) *Compliance with Laws.* To the best of its knowledge, information and belief, Issuer has complied with, and is not in violation of any federal, state or local statute, law, rule and/or regulation.

(xi) *Litigation.* Issuer is not (and has not been) a party to any suit, action, arbitration, or legal, administrative or other proceedings, or pending governmental investigation. To the best knowledge, information and belief of Issuer, there is no basis for any such action or proceedings and no such action or proceeding is threatened against Issuer and Issuer is not subject to or in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

(xii) *Conduct of Business.* Prior to the closing, Issuer shall conduct its business in the normal course and shall not (a) sell, transfer, pledge or assign any assets, (b) amend its Articles of Incorporation or Bylaws, (c) declare dividends, redeem or sell stock or other securities, (d) incur any liabilities, (e) acquire or dispose of any assets, enter into any contract, guarantee obligations of any third party or (f) enter into any other transaction.

(xiii) *Documents.* All minutes, consents or other documents pertaining to Issuer to be delivered at closing shall be valid and in accordance with the laws of Florida.

(xiv) *Title.* The shares of Issuer Stock to be issued pursuant to this Agreement will be, at closing, free and clear of all liens, security interests, pledges, charges, claims, encumbrances and restrictions of any kind. None of such shares of Issuer Stock are or will be subject to voting trusts or agreement. No person holds or has the right to receive any proxy or similar instrument with respect to such shares, except as provided in this Agreement, the Issuer is not a party to any agreement which offers or grants to any person the right to purchase or acquire any of the securities to be issued pursuant to this Agreement. There is no applicable local, state or federal law, rule, regulation or decree, which would, as a result of the issuance of the shares of Issuer Stock, impair, restrict or delay any voting rights with respect to the shares of Issuer Stock.

## **ARTICLE IX**

### *Representations and Warranties of Acquired Company*

Acquired Company represents and warrants that it has disclosed all existing and known future debts and liabilities of Acquired Company to Issuer, whether direct or contingent, disputed or undisputed, including, but not limited to all liabilities to federal, state and local governmental authorities, trade creditors, and the like.

## **ARTICLE X**

### *Documents to be Delivered at Closing*

10.1 The Issuer shall deliver to Acquired Company the following documents at the closing:

(a) Board of Directors minutes authorizing the issuance of certificates for the 12,000,000 shares of Issuer Stock to be issued pursuant to this Agreement.

(b) Written authorization for the cancellation of 3,800,000 shares.

(c) The resignation of the then current officers and directors of Issuer.

(d) A Board of Directors resolution appointing the following as the Officers and Directors of Issuer:

Derek Kennedy, President/Director  
Melodee Jones, Secretary

(f) All of the business and corporate records of Issuer, including but not limited to correspondence files, bank statements, checkbooks, savings account books, minutes of shareholder and directors meetings, financial statements, shareholder listings, stock transfer records, agreements and contracts.

10.2 The Acquired Company shall deliver to Issuer the certificates representing 100% of the issued and outstanding stock of Acquired Company.

## **ARTICLE XI**

### *Miscellaneous*

11.1 *Notices.* Any notice to be given by the parties shall be given in writing and delivered in person to every other party, or forwarded by certified or registered mail, postage prepaid, at the address indicated for each party in the signature block hereof, unless the party giving any such notice has been notified, in writing, of a change of address. Any such notice shall be effective three (3) days after deposit in the U.S. Mail, if mailed; or upon receipt, if delivered.

11.2 *Governing Law.* This Agreement shall be governed and construed by the laws of the State of Florida. If any action is brought between the parties with respect to this Agreement or otherwise, by way of a claim or counterclaim, the parties agree that in any such action, and on all issues, the parties irrevocably waive their right to a trial by jury. Exclusive jurisdiction and venue for any such action shall be the State Courts of Miami-Dade County, Florida.

11.3 *Attorney's Fees.* In the event any party hereto shall employ legal counsel or bring an action or other proceeding against another party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or other proceeding shall be paid all reasonable attorneys' fees by the other party, as determined by the court, and in the event any judgment is secured by such prevailing party, all such attorneys' fees shall be included in such judgment.

11.4 *Time is of the Essence.* Time is of the essence of this Agreement.

11.5 *Successors and Assigns.* Except as herein otherwise provided, this Agreement and all of the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

11.6 *Further Assurances.* The parties hereto agree to execute, acknowledge and deliver such other documents and instruments as may reasonably necessary or appropriate to carry out the full intent and purpose of This Agreement.

11.7 *Counterparts.* For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all parties executing such counterparts had executed but one instrument.

11.8 *No Verbal Understandings.* No verbal statements or conversations between the parties or their representatives occurring either before or after the execution of this Agreement shall be construed as having any bearing or effect upon this Agreement or any portion thereof it being understood that this written Agreement evidences the complete agreement among the parties hereto. Any attempt at oral modification of this Agreement shall be void and of no effect.

11.9 *No Waiver.* The failure of any party to exercise any right or option arising out of the breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or to the continuance of any existing breach.

11.10 *Headings.* The headings of the several sections of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

11.11 *Construction of Language.* This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for nor against any parties hereto.

11.12 *Restrictive Legend.* The shares of Issuer delivered on the Closing Date shall carry legends which will restrict the sale of said shares for times and upon conditions that are subject to federal and state securities laws.

11.13 *Complete Agreement.* This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein and all prior representations, negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein or in any instrument executed pursuant hereto.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their respective officers, all as of

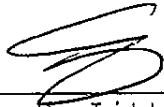
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the day and year first above written.

SEPTEMBER PROJECT III CORP.

"Issuer"

By:

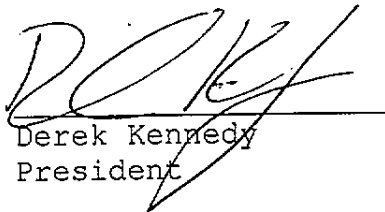
  
Eric P. Littman  
President

7695 S.W.104<sup>th</sup> Street  
Suite 210  
Miami, Florida 33156

EQUIMEDIA, INC.

"Acquired Company"

By:

  
Derek Kennedy  
President

515 N. St. Claire  
Apache Junction, AZ  
85220