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Merger

1.) *Reels + Deals Games, Inc.*
(CORPORATE NAME & DOCUMENT #)

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
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(CORPORATE NAME & DOCUMENT #)

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ARTICLES OF MERGER
Merger Sheet

MERGING:

REELS & DEALS GAMES, INC., a Florida corporation, P97000088667

INTO

REELS & DEALS GAMES, INC.. a Delaware entity not qualified in Florida

File date: November 13, 2002

Corporate Specialist: Cheryl Coulliette



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

November 13, 2002

CORPORATE ACCESS, INC.

TALLAHASSEE, FL

SUBJECT: REELS & DEALS GAMES, INC.
Ref. Number: P97000088667

DIVISION OF CORPORATIONS

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We have received your document for REELS & DEALS GAMES, INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The name of the person signing the document must be typed or printed beneath or opposite the signature.

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) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 702A00061612

Corrected
Thanks
Gilda

**ARTICLES OF MERGER
OF
REELS & DEALS GAMES, INC.
a Florida corporation
INTO
REELS & DEALS GAMES, INC.
a Delaware corporation**

FILED
2002 NOV 13 PM 4:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act" Reels & Deals Games, Inc., a Florida corporation ("First Corporation") and Reels & Deals Games, Inc., a Delaware corporation ("Second Corporation") hereby adopt the following Articles of Merger:

1. Pursuant to the Plan and Agreement of Merger attached hereto as Exhibit A and incorporated herein by this reference (the "Plan of Merger"), First Corporation shall be merged with and into Second Corporation, with Second Corporation being the surviving corporation of the merger (the "Merger").

2. The Plan of Merger was approved and adopted by the Board of Directors of the First Corporation, and by the shareholders of the First Corporation, by a written consent of the shareholders holding the number of shares required for approval thereof, on November 12, 2002.

3. The Plan of Merger was approved and adopted by the sole director and sole shareholder of the Second Corporation on November 12, 2002.

4. The address of the principal office of the Second Corporation under the laws of Delaware is 3340 Peachtree Road Suite 1460, Atlanta, Georgia 30326; attention: G. Bland Byrne.

5. The Second Corporation, as the surviving corporation, is deemed to appoint the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of the dissenting shareholders of the First Corporation.


6. The Second corporation, as the surviving corporation, agrees to promptly pay to the dissenting shareholders of the First Corporation the amount, if any, to which they are entitled under Section 607.1302.

7. Pursuant to Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be the date the Articles of Merger are filed with the Secretary of State.

IN WITNESS WHEREOF, the parties have set their hands this 17th day of November, 2002.

FIRST CORPORATION:

REELS & DEALS GAMES, INC.,
a Florida corporation

By: 
Title: President, LANIER M. DAVENPORT

SECOND CORPORATON:

REELS & DEALS GAMES, INC.
a Delaware corporation


By: 
Title: President, LANIER M. DAVENPORT

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

AGREEMENT OF MERGER made this 12th day of November, 2002, between Reels & Deals Games, Inc., a Florida corporation, hereinafter called the "First Company," and Reels & Deals Games, Inc., a Delaware corporation, hereinafter called the "Second Company."

WHEREAS, the First Company has an authorized capital stock consisting of 2,000 shares of common stock, par value \$1.00 per share, of which 2,000 shares have been duly issued and are now outstanding, and

WHEREAS, the Second Company, has an authorized capital stock consisting of 10,000 shares of common stock par value \$.01 per share, of which 1 share has been duly issued and is now outstanding, and

WHEREAS, the Board of Directors of the First Company and the Second Company, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that the First Company merge with the Second Company under and pursuant to the provisions of the Florida Business Corporation Act and of the General Corporation Law of the State of Delaware.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** The First Company shall be and it hereby is merged into the Second Company.

2. **EFFECTIVE DATE.** This Agreement of Merger shall become effective immediately upon compliance with the laws of the States of Florida and Delaware, the time of such effectiveness being hereinafter called the Effective Date.

3. **SURVIVING CORPORATION.** The Second Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware, but the separate corporate existence of the First Company shall cease forthwith upon the Effective Date.

4. **AUTHORIZED CAPITAL.** The Authorized capital stock of the Second Company following the Effective Date shall be 10,000 shares of Common Stock, par value \$.01 per share, unless and until the same shall be changed in accordance with the laws of the State of Delaware.

5. CERTIFICATE OF INCORPORATION. The Certificate of Incorporation set forth as Appendix A hereto shall be the Certificate of Incorporation of the Second Company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation or herein upon any shareholder or director or officer of the Second Company or upon any other persons whomsoever are subject to the reserve power. Such Certificate of Incorporation shall constitute the Certificate of Incorporation of the Second Company separate and apart from this Agreement of Merger and may be separately certified as the Certificate of Incorporation of the Second Company.

6. BYLAWS. The Bylaws of the Second Company as they exist on the Effective Date shall be the Bylaws of the Second Company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. BOARD OF DIRECTORS AND OFFICERS. The members of the Board of Directors and the officers of the Second Company immediately after the effective time of the merger shall be those persons who were the members of the Board of Directors and the officers, respectively, of the First Company immediately prior to the effective time of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. FURTHER ASSURANCE OF TITLE. If at any time the Second Company shall consider or be advised that any acknowledgements or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Second Company any right, title, or interest of the First Company held immediately prior to the Effective Date. The First Company and its proper officers and directors shall and will execute and deliver all such acknowledgements or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Second Company as shall be necessary to carry out the purposes of this Agreement of Merger, and the Second Company and the proper officers and directors thereof are fully authorized to take any and all such action in the name of the First Company or otherwise.

9. RETIREMENT OF ORGANIZATION STOCK. Forthwith upon the Effective Date, the 1 share of Common Stock of the Second Company presently issued and outstanding shall be retired, and no shares of

Common Stock or other securities of the Second Company shall be issued in respect thereof.

10. CONVERSION OF OUTSTANDING STOCK. Forthwith upon the Effective Date, each of the issued and outstanding shares of Common Stock of the First Company and all rights in respect thereof shall be converted into one fully paid and non-assessable share of Common Stock of the Second Company, and each certificate nominally representing shares of Common Stock of the First Company shall for all purposes be deemed to evidence the ownership of a like number of shares of Common Stock of the Second Company. The holders of such certificates shall not be required immediately to surrender the same in exchange for certificates of Common Stock in the Second Company but, as certificates nominally representing shares of Common Stock of the First Company are surrendered for transfer, the Second Company will cause to be issued certificates representing shares of Common Stock of the Second Company, and, at any time upon surrender by any holder of certificates nominally representing shares of Common Stock of the First Company, the Second Company will cause to be issued therefor certificates for a like number of shares of Common Stock of the Second Company.

11. RIGHTS AND LIABILITIES OF SECOND COMPANY. At and after the effective time of the merger, the Second Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to the First Company or whatever account shall be vested in the Second Company; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of the Second Company as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in the First Company shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Second Company; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities, and duties had been incurred or contracted by it; and the Second Company shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

12. SERVICE OF PROCESS ON SECOND COMPANY. The Second Company agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of the First Company as well as for the enforcement of any obligation of the Second Company arising from the merger, including any suit or other proceeding

to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of the Florida Business Corporation Act.

13. TERMINATION. This Agreement of Merger may be terminated and abandoned by action of the Board of Directors of the First Company at any time prior to the Effective Date, whether before or after approval by the shareholders of the two corporate parties hereto.

14. PLAN OF REORGANIZATION. This Agreement of Merger constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

15. EXPENSES AND RIGHTS OF DISSENTING SHAREHOLDERS. The Second Company shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger, including amounts, if any, to which dissenting shareholders of the First Company may be entitled by reason of this merger.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by an authorized officer, on the date first set forth above.

FIRST COMPANY:

REELS & DEALS GAMES, INC., a Florida corporation

By: Sam M. Dancourt
TITLE: President

SECOND COMPANY:

REELS & DEALS GAMES, INC., a Delaware corporation

By: Sam M. Dancourt
TITLE: President