

**JOHN LEE BREWERTON, III, P.A.**

COUNSELOR AT LAW

250 NORTH ORANGE AVENUE, PENTHOUSE SUITE  
ORLANDO, FLORIDA 32801

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99 NOV 19 PM 11:37  
FILED  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

November 18, 1999

VIA FEDERAL EXPRESS

Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: Millennium Contract Flooring, Inc.

Dear Madam or Sir:

Enclosed herewith please find an original executed Agreement and Plan of Merger, Articles of Merger and Certificate of Merger for the above-captioned corporation. Also enclosed is check #1854, payable to the Florida Secretary of State, for the \$35.00 filing fee required pursuant to Florida Statutes 607.0122(12).

After filing these documents, please send us a certified Certificate of Status and the certified copies of the documents as soon as possible.

Thank you in advance for your assistance in this matter. If you have any questions, please call me.

Very truly yours,

JOHN L. BREWERTON, III, P.A.

By: Jennifer Q. McNeill  
Jennifer Q. McNeill

Encl.

*merger*



ARTICLES OF MERGER  
Merger Sheet

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MERGING:

THE CARPET MAGICIAN, INC., a Florida corporation P96000022269  
,

INTO

**MILLENNIUM CONTRACT FLOORING, INC.**, a Florida entity, P99000008272

File date: November 19, 1999

Corporate Specialist: Annette Ramsey



## FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

December 1, 1999

**RESUBMIT**Please give original  
submission date as file date.CSC  
P.O. Box 5828  
Tallahassee, FL 32314  
(800) 342-8086SUBJECT: MILLENNIUM CONTRACT FLOORING, INC.  
Ref. Number: P99000008272

We have received your document for MILLENNIUM CONTRACT FLOORING, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

Articles of Merger for a Florida or foreign profit corporation are filed pursuant to section 607.1105, Florida Statutes. A merger form is enclosed.

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) 487-6909.

Velma Shepard  
Corporate Specialist

Letter Number: 099A00056770

*You should be holding  
\$135.00 already & please  
issue a CC.*

RECEIVED  
99 DEC -8 PM 3:17  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**EXHIBIT A**  
**ARTICLES OF MERGER**

FILED  
99 NOV 19 PM 4:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA  
ARTICLES OF MERGER

OF

THE CARPET MAGICIAN, INC.  
(a Florida corporation)

AND

MILLENNIUM CONTRACT FLOORING, INC.  
(a Florida corporation)

FILED  
99 NOV 19 PM 4:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THE CARPET MAGICIAN, INC., a Florida corporation, and MILLENNIUM CONTRACT FLOORING, INC., a Florida corporation, hereby adopt the following Articles of Merger. The surviving corporation, upon the effective date of merger, will be MILLENNIUM CONTRACT FLOORING, INC., a Florida corporation.

ADOPTION OF AGREEMENT

The Plan of Merger was adopted by the Board of Directors of THE CARPET MAGICIAN, INC., a Florida corporation ("Carpet Magician"), on the 30<sup>th</sup> day of June, 1999, and by the Board of Directors of MILLENNIUM CONTRACT FLOORING, INC., a Florida corporation ("Millennium"), on the 30<sup>th</sup> day of June, 1999. Shareholder approval was not required for Carpet Magician or Millennium. As of the date of adoption of the Plan of Merger, Carpet Magician had one (1) Director on its Board, and Millennium had one (1) Director on its Board. The Director of Carpet Magician approved the Plan by vote on the 30<sup>th</sup> day of June, 1999 and the Director of Millennium approved the Plan by vote on 30<sup>th</sup> day of June, 1999. All corporations have adopted the Plan of Merger in accordance with Florida Statutes §607.1103(1).

PLAN OF MERGER

The Plan of Merger is as set forth in the Agreement and Certificate of Merger attached hereto as EXHIBIT A, hereby incorporated herein by this reference.

**EFFECTIVE DATE**

The merger of the undersigned corporations will become effective as of the filing of these Articles of Merger.

Dated: June 30, 1999

**THE CARPET MAGICIAN, INC.,**  
a Florida corporation

(CORPORATE SEAL)

By: Terry Reynolds  
Terry Reynolds, President

**MILLENNIUM CONTRACT FLOORING, INC.,**  
a Florida corporation

(CORPORATE SEAL)

By: Terry Reynolds  
Terry Reynolds, President

STATE OF FLORIDA     )  
                                  ) SS.  
COUNTY OF ORANGE    )

SWORN TO AND SUBSCRIBED before me this 17 day of April 1999, by TERRY REYNOLDS, as President of THE CARPET MAGICIAN, INC. who is personally known to me or produced \_\_\_\_\_ as identification.

Kathleen Young  
(Notary Signature)

\_\_\_\_\_  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_



KATHLEEN M YOUNG  
My Commission CC511496  
Expires Nov. 28, 1999

STATE OF FLORIDA     )  
                                  ) SS.  
COUNTY OF ORANGE    )

SWORN TO AND SUBSCRIBED before me this 17 day of April 1999, by TERRY REYNOLDS, as President of MILLENNIUM CONTRACT FLOORING, INC. who is personally known to me or produced \_\_\_\_\_ as identification.

Kathleen Young  
(Notary Signature)

\_\_\_\_\_  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_



KATHLEEN M YOUNG  
My Commission CC511496  
Expires Nov. 28, 1999

**EXHIBIT A**

**CERTIFICATE OF MERGER**



**CERTIFICATE OF MERGER**  
**of**  
**THE CARPET MAGICIAN, INC.**  
**and**  
**MILLENNIUM CONTRACT FLOORING, INC.**  
**into**  
**MILLENNIUM CONTRACT FLOORING, INC.**

The undersigned, being the President of THE CARPET MAGICIAN, INC., a Florida corporation and the President of MILLENNIUM CONTRACT FLOORING, INC., a Florida corporation hereby certifies:

The Plan of Merger was adopted by the Board of Directors of each constituent corporation.

1. Corporations: The constituent corporations are as follows: THE CARPET MAGICIAN, INC., a Florida corporation, and MILLENNIUM CONTRACT FLOORING, INC., a Florida corporation. The surviving corporation is MILLENNIUM CONTRACT FLOORING, INC., a Florida corporation.

2. Authorized Shares: The number of outstanding shares of The Carpet Magician, Inc. is 200 shares of common stock with the par value of \$.01 each, all of which are entitled to vote. The number of outstanding shares of Millennium Contract Flooring, Inc. is four (4) shares of common stock with the par value of \$.01 each, all of which are entitled to vote.

3. Filing of Certificates of Incorporation: The certificate of incorporation of The Carpet Magician, Inc., was filed by the Department of State on March 12, 1996, and the certificate of incorporation of Millennium Contract Flooring, Inc. was filed by the Department of State on January 22, 1999.

4. Adoption of Merger: The merger was adopted by the Board of Directors of The Carpet Magician, Inc. on June 30, 1999, and shareholder approval was not required. The merger was adopted by the Board of Directors of Millennium Contract Flooring, Inc. on June 30, 1999, and shareholder approval was not required.

5. Effective Date: The merger shall be effective on the 30 day of June, 1999.
6. Nonabandonment: The plan of merger has not been abandoned.

In witness whereof we have signed and verified this certificate this 30<sup>th</sup> day of June, 1999.

THE CARPET MAGICIAN, INC.

Corporate Seal

By: Terry Reynolds  
Terry Reynolds, President

MILLENNIUM CONTRACT FLOORING, INC.

Corporate Seal

By: Terry Reynolds  
Terry Reynolds, President

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of June 30, 1999 by and between THE CARPET MAGICIAN, INC., a Florida corporation ("Carpet Magician") and MILLENNIUM CONTRACT FLOORING, INC., a Florida corporation ("Millennium"; collectively, Carpet Magician and Millennium are sometimes hereinafter referred to as the "Constituent Corporations").

WHEREAS, the authorized capital of Carpet Magician consists of 5,000 shares of common stock, par value \$.01 per share, (the "Carpet Magician Stock"), of which 200 shares are issued and outstanding; and

WHEREAS, the authorized capital of Millennium consists of 750,000 shares of common stock, par value \$.01 per share (the "Millennium Stock"), of which four (4) are issued and outstanding; and

WHEREAS, the respective Boards of Directors of Carpet Magician and Millennium have determined that it is in the best interests of each corporation and its stockholders that Carpet Magician be merged with and into Millennium in accordance with the laws of the State of Florida in the manner and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

### 1. Plan of Merger.

1.1 Merger. As soon as practicable after satisfaction or waiver of all conditions specified herein, Articles of Merger, in substantially the form set forth as Exhibit A hereto, shall be filed with the Secretary of State of the State of Florida. Upon that filing, Carpet Magician shall be merged with and into Millennium (the "Merger") and the separate existence of Carpet Magician shall cease. Millennium shall survive the Merger (the "Surviving Corporation") and the corporate existence of Millennium with all its purposes, powers, objects, franchises and privileges, shall continue unaffected and unimpaired by the Merger. The Surviving Corporation shall retain the Federal Employee Identification Number of Millennium, which is 59-3556513.

1.2 Articles of Incorporation. The Articles of Incorporation of Millennium, as in effect at the Effective Time of the Merger (as hereinafter defined), shall continue as the Articles of Incorporation of the Surviving Corporation until thereafter amended. The term "Effective Time of the Merger" as used in this Agreement shall mean the date upon which the Articles of Merger referred to in Section 1.1 hereof are filed with the Secretary of State of the State of Florida. Subject to the provisions of this Agreement, the Effective Time of the Merger shall be as soon as practicable after the Closing referred to in Section 9 hereof.

1.3 By-Laws. The By-Laws of Millennium, as in effect at the Effective Time of the Merger, shall continue as the By-Laws of the Surviving Corporation until thereafter amended.

1.4 Directors and Officers. The officers and directors of Millennium in office immediately prior to the Effective Time of the Merger shall continue as the officers and directors of the Surviving Corporation until their successors are elected and qualified.

### 1.5 Manner and Basis for Converting Shares.

(a) The manner and basis of converting the issued and outstanding shares of each of the Constituent Corporations shall be as follows:

(i) Each share of Millennium Stock outstanding at the Effective time of the Merger shall continue to be one share of common stock, par value \$.01 per share, of the Surviving Corporation.

(ii) At the Effective Time of the Merger, each share of Carpet Magician Stock then issued and outstanding (other than those referred to in subsection 1.5(b)) shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into shares of Millennium Stock at the rate of one share of Millennium Stock for each one issued and outstanding share of Carpet Magician Stock.

(iii) Any shares of Carpet Magician Stock held by Millennium or any subsidiary of Millennium at the Effective Time of the Merger shall be cancelled and no cash, securities or other property shall be issued in the Merger in respect thereof.

(b) Any shares of Carpet Magician Stock held by a Carpet Magician stockholder who, prior to the taking of the vote of Carpet Magician stockholders on the Merger, has filed with Carpet Magician a written demand for appraisal of his or her Carpet Magician Stock and otherwise complied with the provisions of Section 607.1320 of the Florida Business Corporation Act ("Dissenting Shares"), shall not be converted into Millennium Stock unless and until such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his or her right to appraisal of and payment for his or her Carpet Magician Stock under such Section, at which time such shares shall be converted into Millennium Stock as provided in Section 1.5(a). Carpet Magician shall give Millennium prompt notice upon receipt by it of any written demand for appraisal (any stockholder duly making such demand is hereinafter referred to as a "Dissenting Stockholder"). Carpet Magician agrees that, prior to the Effective Time of the Merger, it will not, except with the prior written consent of Millennium, voluntarily make any payment with respect to, or settle or offer to settle, any such demand. Each Dissenting Stockholder who becomes entitled pursuant to the provisions of said Section 607.1320 to payment of the value of his or her shares shall receive payment therefor from the Surviving Corporation (but only after the value thereof shall have been agreed upon or finally determined pursuant to such provisions).

1.6 Exchange of Certificates. Immediately after the Effective Time of the Merger, each holder of an outstanding certificate or certificates, which prior thereto represented shares of Carpet Magician Stock, shall surrender the same to the Surviving Corporation and shall be entitled to receive in exchange therefor, a certificate or certificates representing the number of whole shares of Millennium Stock into which the Carpet Magician Shares shall have been converted. At the Effective Time of the Merger, the former stockholders of Carpet Magician shall thereupon cease to have any rights in respect of Carpet Magician Stock, other than to receive the certificates for shares of Millennium Stock described above. After the Effective Time of the Merger, the stock transfer books of Carpet Magician will be closed.

1.7 Fractional Shares. No fraction of a share of Millennium Stock will be issued pursuant to the Merger, nor will cash payment be made in lieu thereof, but each fractional share of Millennium Stock shall be rounded to the next whole number of shares.

1.8 Effect of Merger.

(a) At the Effective Time of the Merger, all the property, real, personal and mixed, and all the rights, privileges, immunities, powers, purposes and franchises, of a public as well as of a private nature, patents, licenses, trademarks, registrations and causes of action of each of the Constituent Corporations, all debts due on whatever account, and all other things and action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations shall continue or be taken and deemed to be transferred to, vest in or devolve upon the Surviving Corporation, without further act or deed; and any title to any real estate or any interest therein, whether vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be impaired in any way by reason of the Merger.

(b) The Surviving Corporation shall thenceforth assume and be liable for all the debts, liabilities, obligations, duties and penalties of each of the Constituent Corporations, and all said debts, liabilities, obligations, duties and penalties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations, duties and penalties had been incurred or contracted by it. No liability or obligation due at the Effective Time of the Merger, or then to become due, or any claim or demand for any cause then existing against either of the Constituent Corporations, or any stockholder, officer or director of either of them, shall be released or impaired by the Merger, and all rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired.

**2. Representations and Warranties of Millennium.**

Millennium represents, warrants and agrees to and with Carpet Magician that the following are true and correct as of the date of this Agreement and will be true and correct on and as of the Effective Time of the Merger:

2.1 Organization. Millennium is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full power and authority to own and lease its properties, to carry on its business as presently conducted and to carry out the transaction contemplated hereby.

2.2 Capitalization. The authorized capital of Millennium consists of 750,000 shares of common stock, par value \$.01 per share. As of the date hereof, four (4) shares of common stock are issued and outstanding. All outstanding shares of Millennium Stock have been duly and validly authorized and issued, are fully paid and non-assessable and were not issued in violation of any preemptive rights of stockholders. There are no outstanding commitments obligating Millennium to issue any Millennium Stock; and no preemptive rights exist to purchase Millennium Stock. All of the issued and outstanding shares of Millennium were issued pursuant to available exemptions from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws.

2.3 Authority. Millennium has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of Millennium and no other corporate proceedings on the part of Millennium are necessary to authorize this Agreement and the transactions contemplated hereby. No authorization, consent or approval of any public body or authority is necessary for the consummation by Millennium of the transaction contemplated by this Agreement.

**3. Representations and Warranties of Carpet Magician.**

Carpet Magician represents, warrants and agrees to and with Millennium that the following are true and correct as of the date of this Agreement and will be true and correct on and as of the Effective Time of the Merger:

3.1 Organization. Carpet Magician is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full power and authority to own and lease its properties, to carry on its business as presently conducted and to carry out the transaction contemplated hereby.

3.2 Capitalization. The authorized capital of Carpet Magician consists of 5,000 shares of common stock, par value \$.01 per share. As of the date hereof, 200 shares of common stock are issued and outstanding. All outstanding shares of Carpet Magician Stock have been duly and validly authorized and issued, are fully paid and non-assessable and were not issued in violation of any preemptive rights of stockholders. There are no outstanding commitments obligating Carpet Magician to issue any Carpet Magician Stock; and no preemptive rights exist to purchase Carpet Magician Stock. All of the issued and outstanding shares of Carpet Magician stock were issued pursuant to available exemptions from the registration requirement of the Securities Act of 1933, as amended, and applicable state securities laws.

3.3 Authority. Carpet Magician has the corporate power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of Carpet Magician and, except for approval of its stockholders, no other corporate proceedings on the part of Carpet Magician are necessary to authorize this Agreement and the transactions contemplated hereby. No authorization, consent or approval of any public body or authority is necessary for the consummation by Carpet Magician of the transaction contemplated by this Agreement.

**4. Covenants of Millennium.**

Millennium covenants and agrees with Carpet Magician promptly to undertake, fully perform and discharge, each of the following obligations:

4.1 Registration Statement. Millennium shall prepare and file with the Securities and Exchange Commission (the "Commission") as promptly as practicable a registration statement on Form S-4, which will contain a prospectus to be used by Carpet Magician as its proxy statement for the special meeting of its stockholders referred to in Section 5.2, for the purpose of registering under the Securities Act the offer and sale to the stockholders of Carpet Magician of the Millennium Stock pursuant to this Agreement. Millennium will use its best efforts to cause such registration statement to be declared effective under the Securities Act.

4.2 Best Efforts. Millennium shall use its best efforts to cause to be fulfilled and satisfied all of the conditions to the consummation of the Merger to be fulfilled and satisfied by it and to cause to be performed all of the matters required of it to be performed on or before the Effective Time of the Merger. Millennium shall take such steps and do such acts as may be necessary to make all of the warranties and representations contained hereto true and correct as of the Effective Time of the Merger, with the same effect as then made, except for changes in the ordinary course of business.

**5. Covenants of Carpet Magician.**

Carpet Magician covenants and agrees with Millennium promptly to undertake, fully perform and discharge, each of the following obligations:

5.1 Registration Statement. Carpet Magician will cooperate with Millennium in the preparation and filing by Millennium of the registration statement referred to in Section 4.1 and any amendments thereto (including post-effective amendments) and any supplements to the prospectus contained therein and will furnish to Millennium all such information with respect to the business, financial condition, records, property, assets and affairs of Carpet Magician as Millennium from time to time may reasonably request.

5.2 Stockholder Approval. As soon as practicable after the registration statement is declared effective by the Commission, Carpet Magician shall submit the Prospectus/Proxy Statement contained therein to its stockholders to solicit their approval of the Merger.

5.3 Best Efforts. Carpet Magician shall use its best efforts to cause to be fulfilled and satisfied all of the conditions to the consummation of the Merger to be fulfilled and satisfied by it and to cause to be performed all of the matters required of it to be performed on or before the Effective Time of the Merger. Carpet Magician shall take such steps to do such acts as may be necessary to make all of the warranties and representations contained hereto true and correct as of the Effective Time of the Merger, with the same effect as then made, except for changes in the ordinary course of business.

5.4 Restricted Activities. Without the prior consent of Millennium, Carpet Magician shall not, prior to the Effective Time of the Merger: issue, sell, purchase or redeem, or grant options or warrants or rights to purchase, or otherwise agree to issue, sell, purchase or redeem, Carpet Magician Stock or securities convertible into Carpet Magician Stock; make any distribution to its stockholders; or enter into any agreement or transaction not in the ordinary course of business as heretofore carried on which would have a material effect on its financial condition, operations or business, except as contemplated herein.

**6. Conditions to Obligations of Millennium.**

The obligations of Millennium under this Agreement are subject to satisfaction, on or prior to the Effective Time of the Merger, of each of the following conditions:

6.1 Performance. Carpet Magician shall have performed all of the acts required to be performed by it hereunder.

6.2 Representations and Warranties. All representations and warranties of Carpet Magician contained in this Agreement shall be true and correct in all material respects, except for such changes as are required or permitted by the terms of this Agreement.

6.3 Stockholders' Approval. This Agreement shall have been approved by the holders of at least a majority of the issued and outstanding Shares of Carpet Magician Stock at a duly convened special meeting of stockholders.

7. Conditions to Obligations of Carpet Magician.

The obligations of Carpet Magician under this Agreement are subject to satisfaction, on or prior to the Effective Time of the Merger, of each of the following conditions:

7.1 Performance. Millennium shall have performed all of the acts required to be performed by it hereunder.

7.2 Representations and Warranties. All representations and warranties of Millennium contained in this Agreement shall be true and correct in all material respects, except for such changes as are required or permitted by the terms of this Agreement.

8. Termination.

This Agreement may be terminated and abandoned at any time prior to the Effective Time of the Merger by mutual consent of the Board of Directors of each of the Constituent Corporations.

9. The Closing.

9.1 Date of Closing. A closing with respect to the transaction contemplated hereby (the "Closing") shall be held, on the day following the meeting of the Carpet Magician stockholders contemplated by this Agreement. The closing may be reasonably deferred at the request of either party if it then appears unlikely that all conditions precedent to closing will be met or waived.

9.2 Place of Closing. The Closing shall take place at the offices of John Lee Brewerton, III, P.A. or at such other time and place as shall be mutually agreed upon by the parties.

10. Miscellaneous.

10.1 Amendment. This Agreement only can be amended by an instrument in writing executed by each of the parties hereto.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10.3 Entire Agreement. This Agreement is intended as a complete and exclusive statement of the agreement between the parties with respect to its subject matter and supersedes any prior agreements or understandings with respect thereto.

10.4 Counterparts. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each counterpart shall be deemed to be an original instrument.

10.5 Waiver. At any time prior to the Effective Time of the Merger, the parties hereto may, by written agreement, (a) extend the time for the performance of any of the obligations or other acts of the parties hereto, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant hereto, or (c) waive compliance with any of the warranties or agreements.

10.6 No Third Party Rights. Except as otherwise provided in this Agreement, nothing herein expressed or implied is intended, nor shall be construed, to confer on or give any person, firm or corporation, other than Carpet Magician and Millennium, their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its duly authorized officers as of the date first above written.

**THE CARPET MAGICIAN, INC.**

By: Terry Reynolds  
Terry Reynolds, President

**MILLENNIUM CONTRACT FLOORING, INC.**

By: Terry Reynolds  
Terry Reynolds, President