

P99000089652

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Attorneys at Law

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November 16, 2000

Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

900003471639--0
-11/21/00--01007--019
*****35.00 *****35.00

Re: Articles of Merger
The Harman Marketing Group, Inc. 900003471639--0
& Harman/Hettig Market & Promotions, Inc. -01/24/01--01005--002
*****35.00 *****35.00

Dear Ladies and Gentlemen:

I am enclosing an original and a duplicate of the Articles of Merger for the referenced Florida Corporation, together with a check for \$35.00 payable to the Department of State.

Please stamp and return the duplicate copy of the Articles of Merge to

If you have any questions, please feel free to contact me.

Merger
1-25-01
MS

Sincerely,
CARL A. SCHUH, P.A.,



Carl A. Schuh
For the Firm

CAS/mal
Encls:

FILED
00 NOV 21 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

† Board Certified, Tax Law; LL.M. Taxation

* Board Certified, Marital and Family Law

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111 - 2nd Avenue NE., Suite 610

Post Office Box 1274

St. Petersburg, Florida 33731-1274

Telephone: (727) 822-2200

Facsimile: (727) 822-1985

January 19, 2001

Attn: Doug Spitler
Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: The Harman Marketing Group, Inc.
& Harman/Hettig Market & Promotions, Inc.

Dear Mr. Spitler:

I am enclosing a check in the sum of \$35.00 as per your telephone conversation with my assistant regarding the referenced corporation.

If you have any questions, please feel free to contact me.

Sincerely,
CARL A. SCHUH, P.A.,



Carl A. Schuh
For the Firm

CAS/mal
Encl:

† Board Certified, Tax Law; LL.M. Taxation

** Board Certified, Marital and Family Law*



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

December 5, 2000

MENSH, KEATON, SCHUH, BURSA, KAPLAN & SANDERS
ATTN: CARL A. SCHUH
POST OFFICE BOX 1274
ST. PETERSBURG, FL 33731-1274

SUBJECT: HARMAN/HETTIG MARKETING & PROMOTIONS INC.
Ref. Number: P98000023028

We have received your document for HARMAN/HETTIG MARKETING & PROMOTIONS 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):

~~There is a fee of \$35.00 per corporation involved in the merger. Please send an additional \$35.00.~~

The above listed corporation was administratively dissolved or its certificate of authority was revoked for failure to file its 2000 corporate annual report/uniform business report form in a timely manner. To reinstate the corporation you must submit the attached reinstatement application or annual report/uniform business report form and the appropriate fees.

The fees to reinstate the corporation are as follows: \$600 reinstatement fee, \$61.25 filing fee for the current year, and \$88.75 corporate supplemental fee for the current year.

Therefore, the total amount due to reinstate the corporation is \$750.00. Add an additional \$8.75 for each certificate of status requested.

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) 487-6957.

Doug Spittler
Document Specialist

Letter Number: 700A00061399

RECEIVED
DIVISION OF CORPORATIONS
00 DEC 11 AM 11:11

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

HARMAN/HETTIG MARKETING & PROMOTIONS INC., a Florida corporation,
P98000023028

INTO

THE HARMAN MARKETING GROUP, INC., a Florida entity, P99000089652.

File date: November 21, 2000

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER
OF
HARMAN/HETTIG MARKETING & PROMOTIONS, INC.,
A FLORIDA CORPORATION
INTO
THE HARMAN MARKETING GROUP, INC., A FLORIDA CORPORATION**

FILED
00 NOV 21 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between The Harman Marketing Group, Inc. (the "Surviving Corporation") and Harman/Hettig Marketing & Promotions, Inc. (the "Disappearing Corporation").

Pursuant to section 607.1105 of the Florida Business Corporation Act (the "Act"), the Surviving Corporation and the Disappearing Corporation adopt the following Articles of Merger.

ARTICLE I

The Agreement and Plan of Merger dated the 23 day of March, 2000 ("Plan of Merger"), between the Surviving Corporation and the Disappearing Corporation was approved and adopted by the Shareholders of the Surviving Corporation on the 23 day of March, 2000 and was adopted by the Shareholders of the Disappearing Corporation on the 23 of March, 2000.

ARTICLE II

Pursuant to the Plan of Merger, all issued and outstanding Shares of the Disappearing Corporation's stock will be acquired by means of a merger of the Disappearing Corporation with the Surviving Corporation.

ARTICLE III

The Plan of Merger is attached hereto as Exhibit "A", and is incorporated by reference as if fully set forth herein.

ARTICLE IV

Pursuant to section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be upon the filing of these Articles of Merger with the Secretary of the State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this
23 day of March, 2000.

HARMAN/HETTIG MARKETING & PROMOTIONS, INC.,
a Florida Corporation

By:

Candy Harman
CANDY HARMAN, President

ATTEST:

Candy Harman
CANDY HARMAN, Secretary

THE HARMAN MARKETING GROUP, INC.,
a Florida Corporation

By:

Candy Harman
CANDY HARMAN, President

ATTEST:

Thomas E. Voigt
THOMAS E. VOIGT, Secretary

PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER between The Harman Marketing Group, Inc. (hereinafter sometimes called the "Surviving Corporation"), and Harman/Hettig Marketing & Promotions, Inc. (hereinafter sometimes called the "Disappearing Corporation"). This Merger is being effected pursuant to this Plan of Merger ("Plan") in accordance with section 607.1101 et seq., Florida Statutes, of the Florida Business Corporation Act (the "Act").

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida and the Disappearing Corporation is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Boards of Directors of the Surviving Corporation and the Disappearing Corporation deem it advisable for the general welfare and advantage of their respective shareholders that the Disappearing Corporation merge into the Surviving Corporation pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree, in accordance with the applicable provisions of the State of Florida that the Disappearing Corporation shall be merged into the Surviving Corporation, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger and the terms and conditions of the merger agreed upon herein (hereinafter called Merger) which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

Effective Time of the Merger

At the effective time of the Merger, the separate existence of Harman/Hettig Marketing & Promotions, Inc. shall cease and Harman/Hettig Marketing & Promotions, Inc. shall be merged into the Surviving Corporation. Consummation of this Agreement shall be effected on the date on which Articles of Merger in substantially the form annexed hereto as Exhibit "A" is filed in the office of the Secretary of State of the State of Florida, all after satisfaction of the respective requirements of the applicable laws of Florida prerequisite to such filings.

ARTICLE II

Articles of Incorporation

The Articles of Incorporation of the Surviving Corporation, in effect immediately prior to the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date until further amended as permitted by law.

ARTICLE III

By-Laws

The By-Laws of The Harman Marketing Group, Inc. at the effective time of the Merger shall be the By-Laws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV

Directors and Officers

The Directors of The Harman Marketing Group, Inc. at the effective time of the Merger shall be the Directors of the Surviving Corporation until their respective successors are duly elected and qualified. The Officers of The Harman Marketing Group, Inc. at the effective time of the Merger shall be the Officers of the Surviving Corporation until their respective successors are duly elected and qualified.

ARTICLE V

Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Disappearing Corporation into shares of the Surviving Corporation are as follows:

1. The Harman Marketing Group, Inc. Common Stock. None of the shares of Common Stock of The Harman Marketing Group, Inc. issued at the effective time of the Merger shall be converted as a result of the Merger and all shares shall remain issued shares of Common Stock of the Surviving Corporation.

2. Harman/Hettig Marketing & Promotions, Inc. Common Stock. At the effective time of the Merger, each share of Common Stock of Harman/Hettig Marketing & Promotions, Inc. issued and outstanding shall be converted into and become one share of Common Stock of the Surviving Corporation. Each holder of stock of Harman/Hettig Marketing & Promotions, Inc. shall surrender to the Surviving Corporation all certificates of stock of Harman/Hettig Marketing & Promotions, Inc. and shall be entitled to receive stock certificates for the full number of shares of Common

Stock of the Surviving Corporation into which the Common Stock of the Disappearing Corporation so surrendered shall have been converted. Each issued share of Harman/Hettig Marketing & Promotions, Inc. Common Stock held in its treasury at the effective time of the merger shall be cancelled and shall not be converted. After the Merger, and until so surrendered for exchange, each such stock certificate nominally representing Common Stock of Harman/Hettig Marketing & Promotions, Inc. shall be deemed to evidence the ownership of the number of share of Common Stock of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

3. Fractional Interests. No fractional shares of Common Stock of the Surviving Corporation shall be issued.

4. Status of Common Stock. All shares of Common Stock of the Surviving Corporation into which share of Common Stock of the Disappearing Corporation are converted shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of Common Stock of Harman/Hettig Marketing & Promotions, Inc.

ARTICLE VI

Effect of the Merger

At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer and shall possess and enjoy all the rights, privileges, immunities, and powers both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of the Dissolving Corporation and all property, real personal and mixed, all debts due to said Disappearing Corporation on whatever account, for all in action or belonging to the Disappearing Corporation shall be vested in the Surviving Corporation. All property, rights, privileges,

immunities and powers and all and every other interests shall be thereafter as effectually the property of the Surviving Corporation. All creditors of the Disappearing Corporation shall be preserved unimpaired, limited in lien to the property affected by such liens as the effective time of the Merger. All debts, liabilities and duties of said Disappearing Corporation shall attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. This transaction of exempt from the Bulk Transfer Laws.

ARTICLE VII

Accounting Matters

The assets and liabilities of the Dissolving Corporation at the effective time of the Merger shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the Dissolving Corporation. The amount of capital of the Surviving Corporation after the Merger shall be equal to the sum of the aggregate amount of the par value of the Common Stock to be issued in the Merger and of the aggregate par value of the Common Stock that will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger shall be available to be used for any legal purposes for which surplus may be used.

ARTICLE VIII

Approval of Shareholders: Filing of Certificate of Merger

This agreement shall be submitted to the shareholders of the Dissolving and the Surviving Corporations as provided by law and their respective Articles of Incorporation at meetings which

shall be held on or before _____. After such adoption and approval and subject to the conditions contained in this Agreement, Articles of Merger in substantially the form annexed hereto as Exhibit "A" shall be signed, verified and delivered to the Secretary of State of the State of Florida.

ARTICLE IX

Harman/Hettig Marketing & Promotions, Inc.'s Representations and Warranties

Harman/Hettig Marketing & Promotions, Inc. represents and warrants to the Surviving Corporation as follows:

1. Organization, etc. Harman/Hettig Marketing & Promotions, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. Financial Statements Harman/Hettig Marketing & Promotions, Inc. has delivered to Findeison, Enterprises.

A copy of its most recent Financial Statements is attached hereto as Exhibit "B". All financial statements are true and correct and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods indicated. The balance sheet presents a true and complete statement as of its date of the financial condition and assets and liabilities of Harman/Hettig Marketing & Promotions, Inc.

3. Harman/Hettig Marketing & Promotions, Inc. has and on the closing date will have good and marketable title to all assets in its records and books, including but not limited to materials, equipment, inventory, supplies, tangible personal property, copyright, and tradenames,

free and clear of all liens, encumbrances except as reflected in the financial statements and except for current taxes not yet due and payable.

4. Harman/Hettig Marketing & Promotions, Inc. has and on the Closing date will have valid leases under which it is entitled to occupy and use its business all real property of which its is lessee and Harman/Hettig Marketing & Promotions, Inc. has no knowledge of any default under any such lease. The lease will be assigned to the Surviving Corporation at Closing.

5. All taxes imposed by the United States, or by any state or municipality which are due or payable by the Disappearing Corporation have been paid in full or will be paid on the Closing date. All income tax returns due for Harman/Hettig Marketing & Promotions, Inc. have been filed.

6. Litigation and proceedings. There is no suit, action or legal or administrative proceeding pending or to the knowledge of the Disappearing Corporation threatened, against it which if adversely determined might materially and adversely affect the financial condition of the Disappearing Corporation.

7. Material contracts. Harman/Hettig Marketing & Promotions, Inc. is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

8. No conflict with other instruments. At the effective time of the merger, the consummation of the transactions contemplated herein will not result in the breach of any term or provision of or constitute a default under any mortgage, agreement or instrument to which the Disappearing Corporation is a party.

ARTICLE X

The Harman Marketing Group, Inc. Representations and Warranties

The Harman Marketing Group, Inc. represents and warrants to Harman/Hettig Marketing & Promotions, Inc. as follows:

1. Organization. The Harman Marketing Group, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. Shares to be Issues. All shares of Common Stock of the Surviving Corporation into which the Common Stock of the Disappearing Corporation is to be converted will be immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable.

3. Financial Statements. A copy of its most recent Financial Statements is attached hereto as Exhibit "B". All financial statements are true and correct and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods indicated. The balance sheet presents a true and complete statement as of its date of the financial condition and assets and liabilities of The Harman Marketing Group, Inc.

4. The Harman Marketing Group, Inc. has and on the closing date will have good and marketable title to all assets in its records and books, including but not limited to materials, equipment, inventory, supplies, tangible personal property, copyright, and tradenames, free and clear of all liens, encumbrances except as reflected in the financial statements and except for current taxes not yet due and payable.

5. Litigation and Proceedings. There is no suit, action or legal or administrative proceeding pending or to the knowledge of the Surviving Corporation threatened, against it which if adversely

determined might materially and adversely affect the financial condition of the Surviving Corporation.

6. Material Contracts. The Harman Marketing Group, Inc. is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

7. No Conflict with Other Instruments. At the effective time of the Merger, the consummation of the transactions contemplated herein will not result in the breach of any term or provision of or constitute a default under any mortgage, agreement or instrument to which the Surviving Corporation is a party.

ARTICLE XI

Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger neither Corporation will, without the prior written consent of the other:

1. Amend its Articles of Incorporation or By-Laws.
2. Engage in any material activity or transaction or incur any material obligation except in the ordinary course of business.

From and after the date of this Agreement and prior to the effective time of the Merger, the Disappearing Corporation will use its best efforts to preserve its business organization intact to keep available to the Surviving Corporation the services of the Disappearing Corporations' and subsidiary's present officers and employees; and to preserve for the Surviving Corporation the goodwill of the Disappearing Corporation's suppliers, customers and other having business relations with any of them. During the same period, the Disappearing Corporation will not put into

effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

ARTICLE XII

Additional Agreements

The parties further agree as follows:

1. Access and Information. The Surviving Corporation and the Disappearing Corporation hereby agree that each will give to the other and to the other's accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Merger to all of its properties, books, contracts, commitments and records, and that each will furnish the other during such period with all such information concerning its affairs as such other party may reasonably request. In the event of the termination of this Agreement each party will deliver to the other all documents, work papers and other material obtained from the other relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, and will use its best efforts to have any information so obtained and not heretofore made public kept confidential.

2. Expenses. Each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants and control.

3. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of the Disappearing Corporation acquired or to be acquired by or as a result of the

Merger, the proper officers and directors of the Disappearing Corporation and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

ARTICLE XIII

Conditions Precedent; Termination; General Provisions

1. Conditions Precedent to the Surviving Corporation's Obligation.

The obligation of the Surviving Corporation to effect the Merger shall be subject to the following conditions (which may be waived in writing by the Disappearing Corporation).

A. The representations and warranties of the Disappearing Corporation herein contained shall be true and correct as of and at the effective time of the Merger and shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger.

B. The Surviving Corporation shall have received a favorable ruling from the Internal Revenue Service in form and substance satisfactory to The Harman Marketing Group, Inc. and its counsel, to the effect that, under the Internal Revenue Code as amended, no gain or loss will be recognized to the Surviving Corporation or its shareholders or to the Disappearing Corporation as a result of the Merger.

C. The Surviving Corporation shall have received such written consents and confirmations as it may reasonably request to the effect that the Surviving Corporation will succeed

upon consummation of the Merger to all of the Disappearing Corporation's right, title and interest in and to its contracts, agreements, leases and other commitments and that the Surviving Corporation shall possess and enjoy all material licenses, permits and other governmental authorizations possessed by the Disappearing Corporation at the date hereof.

2. Conditions Precedent to Harman/Hettig Marketing & Promotions, Inc.'s Obligation.

The obligation of the Disappearing Corporation to effect the Merger shall be subject to the following conditions (which may be waived in writing by Harman/Hettig Marketing & Promotions, Inc.):

A. The representations and warranties of The Harman Marketing Group, Inc. herein contained shall be true as of and at the effective time of the Merger; The Harman Marketing Group, Inc. shall have performed or complied with all obligations and covenants required by this Agreement.

B. No material changes in the corporate status, businesses, operations or financial condition of the Disappearing Corporation shall have occurred since the date of the most recent financial statement provided to the Surviving Corporation, other than changes in the ordinary course of business.

3. Termination and Abandonment. Notwithstanding anything else to the contrary, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the shareholders of the Corporations by the mutual consent of the Boards of Directors of both the Surviving Corporation and the Dissolving Corporation. Upon such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

A. General. The headings in this Agreement shall not affect in any way its meaning

or interpretation. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

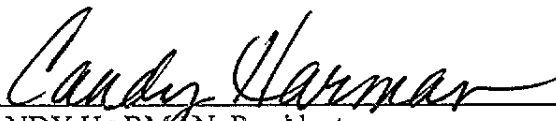
B. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is entitled to the benefit thereof upon the authority of the Board of Directors of such party.

IN WITNESS WHEREOF, this Agreement has been signed by the Directors of each of the Corporations and the Secretary of each of the Corporations has caused its corporate seal to be affixed and attested to on the date first above written.

THE HARMAN MARKETING GROUP, INC.

(CORPORATE SEAL)

By:


CANDY HARMAN, President


ATTEST:


THOMAS E. VOIGT, Secretary

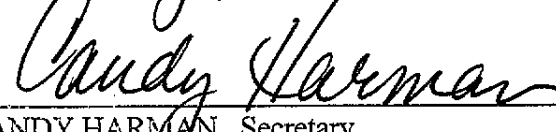
HARMAN/HETTIG MARKETING & PROMOTIONS, INC.

(CORPORATE SEAL)

By:


CANDY HARMAN, President

ATTEST:


CANDY HARMAN, Secretary