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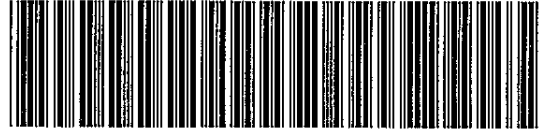
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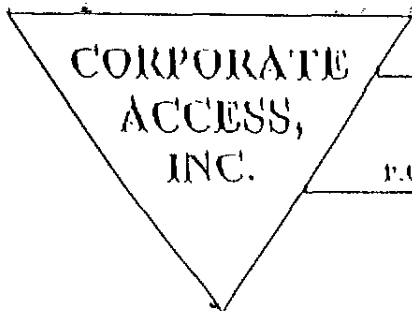
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Merger

1.) Jack White Productions USA, Inc.
(CORPORATE NAME & DOCUMENT #)

2.)
(CORPORATE NAME & DOCUMENT #)

3.)
(CORPORATE NAME & DOCUMENT #)

4.)
(CORPORATE NAME & DOCUMENT #)

5.)
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

ARTICLES OF MERGER
OF
JACK WHITE PRODUCTIONS USA, INC., a California corporation,
into

HOT JWP MUSIC, INC., a Florida Corporation

ARTICLES OF MERGER between Hot JWP Music, Inc, a Florida corporation ("Hot JWP") and Jack White Productions USA, Inc., a California corporation ("JWP USA").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), Hot JWP and JWP USA adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated December 15, 2004 ("Plan of Merger"), between Hot JWP and JWP USA was approved and adopted by the shareholders of Hot JWP on December 15, 2004 and by the shareholders of JWP USA on December 15, 2004. The Plan of Merger was adopted by the Board of Directors of Hot JWP on December 15, 2004 and the Board of Directors of JWP USA on December 15, 2004.
2. Under the Plan of Merger, all issued and outstanding shares of JWP USA stock will be acquired by means of a merger of JWP USA into Hot JWP, with Hot JWP being the surviving corporation ("Merger"). In accordance with the Plan of Merger, JWP USA's two shareholders shall receive a proportionate number of shares of Hot JWP's common stock such that the ownership percentages of the shareholders in JWP USA shall remain consistent.
3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.
4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have set their hands on 15th day of December 2004.

Hot JWP Music, Inc.


By: 

Name: Paul Klein

Title: Pres.

Date: 12.21.04

JACK WHITE PRODUCTIONS USA, INC.

By: 

Name: Claudia Sanchez

Title: Director

Date: 12/21/04

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of this ____ day of December, 2004, by and between Jack White Productions, U.S.A., a California corporation ("JWP USA") and Hot JWP Music, Inc., a Florida for-profit corporation ("Hot JWP").

WHEREAS, the respective Boards of Directors of Hot JWP and JWP USA have determined that it is advisable and in the best interests of each of such corporations that JWP USA merge with and into Hot JWP upon the terms and subject to the conditions herein;

WHEREAS, the respective Boards of Directors of HOT JWP and JWP USA have, by resolutions duly adopted, approved this Agreement, caused it to be executed by the undersigned officers of HOT JWP and JWP USA and submitted it to their shareholders who have by resolutions duly adopted, approved this Agreement in accordance with applicable law; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Merger.** Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2 of this Agreement), JWP USA will be merged with and into HOT JWP and the separate corporate existence of JWP USA will thereupon cease (the "Merger") in accordance with the applicable provisions of the Florida Business Corporation Act (the "FBCA") and the California Corporations Code..

2. **Effective Time.** As soon as practicable after satisfaction or waiver of all conditions to the Merger, the Articles of Merger shall filed with the Secretary of State of the State of Florida, and the Merger will become effective upon filing (the "Effective Time").

3. **Effect of Merger.** The Merger will have the effects specified in the FBCA and this Agreement. Without limiting the generality of the foregoing, Hot JWP will be the surviving corporation in the Merger (sometimes hereinafter referred to as the (Surviving Corporation") and all of its rights, privileges, powers and franchises, public as well as private, and all of its debts, liabilities and duties as a corporation organized under the FBCA, will continue unaffected by the merger.

4. **Conversion of JWP USA Ownership.** At the Effective Time, each share of common stock in JWP USA outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted into shares of the common stock of Hot JWP as set forth herein. As of the date hereof the shareholders of JWP USA are Paul Klein, who owns 16666 shares of the common stock of JWP USA and Jack White Productions, AG ("JWPAG"), which owns 83334 shares of the common stock of JWP USA. At the Effective Time, Paul Klein's 16666 shares of the common stock of Hot JWP shall be converted in to 833 shares of the common stock of Hot JWP and JWPAG's 83334 shares of the common stock of JWP USA shall be converted into 4133 shares of the common stock of Hot JWP. Immediately following the Effective Date, therefore, there shall be only two (2) shareholders in Hot JWP as follows:

Paul Klein	1666 shares of Hot JWP
JWPAG:	8334 shares of Hot JWP

5. **Articles of Incorporation and Bylaws.**

a. At the Effective Time, the Articles of Incorporation of Hot JWP, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation and shall continue as in effect immediately prior to the Effective Time until thereafter amended in accordance with its terms and the FBCA.

b. At the Effective Time, the Bylaws of HOT JWP, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation and shall continue as in effect immediately prior to the Effective Time until thereafter amended in accordance with its terms, the Articles of Incorporation of the Surviving Corporation and the FBCA.

6. Directors and Officers. The directors and officers of HOT JWP immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation and the FBCA.

7. Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of JWP USA, or (ii) otherwise carry out the purposes of this Agreement, JWP USA and its officers and directors shall be deemed to have granted to Hot JWP an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in HOT JWP and otherwise carry out the purposes of this Agreement, and the officers and directors of Hot JWP are authorized in the name of JWP USA or otherwise to take any and all such action.

8. Conditions of the Merger. The consummation of the Merger is not subject to the satisfaction of any conditions precedent.

9. Amendment; Waiver. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement to the full extent permitted by the FBCA at any time prior to the filing of the Articles of Merger as provided in Section 1 hereof in such manner as may be agreed by them in writing or waive any condition set forth herein.


10. Deferral. Consummation of the transactions contemplated hereby may be deferred by the Board of Directors of any party hereto or any authorized officer of any party hereto for a reasonable period of time if such Board of Directors or authorized officer determines that such deferral would be in the best interests of such party and its stockholders.

11. Abandonment. This Agreement may be terminated and the Merger and other transactions contemplated hereby abandoned at any time, notwithstanding approval by the shareholders of HOT JWP or JWP USA, by action of the Board of Directors of any party hereto or an authorized committee thereof said Board of Directors or committee determines for any reason that the consummation of the transaction provided for herein would for any reason be inadvisable or not in the best interests of such party, or any regulatory or other consents or approvals deemed necessary or advisable by such Board of Directors or authorized committee thereof have not been obtained within a reasonable time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, HOT JWP AND JWP USA have each caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

HOT JWP MUSIC, INC.


By: 

Name: PAUL Klein

Title: President

Date: 12.21.04

JACK WHITE PRODUCTIONS USA, INC.

By: 

Name: Claudis Sanchez

Title: Director

Date: 12/21/04