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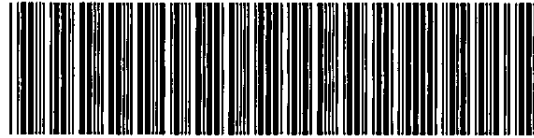
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2007 MAR 23 PM 3:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED



VIA FedEx
850.245.6050

March 22, 2007

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Omnex Group, Inc., as Surviving Corporation

Dear Sir or Madam,

The enclosed Articles of Merger and fee are submitted for filing.

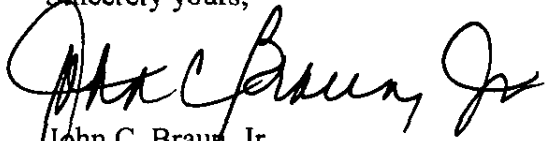
Please return all correspondence concerning this matter to the following:

John C. Braun, Jr., Esq.
Assistant General Counsel – Americas
Nexxar Group, Inc.
140 E. Ridgewood Avenue
Paramus, NJ 07652

Should you require additional information, please call me at 201.477.6084.

Please send me a certified copy of the document. I have enclosed an additional copy of my document for this purpose, as well as the fee of \$8.75.

Sincerely yours,


John C. Braun, Jr.
Assistant General Counsel - Americas

140 East Ridgewood Avenue
Paramus, New Jersey 07652
Tel 201.477.6045
Fax 201.477.6090

FILED

ARTICLES OF MERGER
OF
UNO GROUP HOLDINGS, INC.
WITH AND INTO
OMNEX GROUP, INC.

2007 MAR 23 PM 3:57

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name of the surviving corporation is Omnex Group, Inc., a corporation organized under the laws of the State of California (the "Surviving Corporation").

Second: The name of the corporation merging with and into the Surviving Corporation is UNO Group Holdings, Inc., a corporation organized under the laws of the State of Florida.

Third: The Agreement and Plan of Merger is attached hereto.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Agreement and Plan of Merger was adopted by the board of directors of the Surviving Corporation on February 21, 2007 and shareholder approval was not required.

Sixth: The Agreement and Plan of Merger was adopted by the board of directors of the merging corporation on February 21, 2007, and by the shareholders of the merging corporation on February 21, 2007.

[signature page follows]

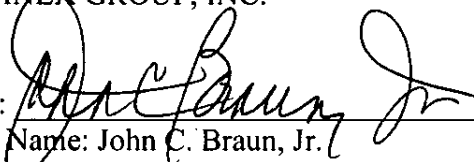
IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by a duly authorized officer as of date set forth below.

Dated:

February 21, 2007

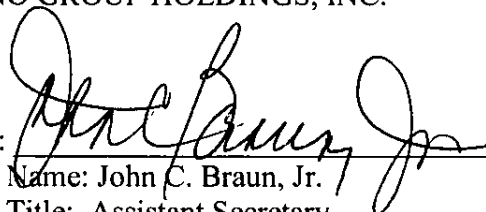
OMNEX GROUP, INC.

By:


Name: John C. Braun, Jr.
Title: Assistant Secretary

UNO GROUP HOLDINGS, INC.

By:


Name: John C. Braun, Jr.
Title: Assistant Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of February 21, 2007, is made and entered into by Omnex Group, Inc., a California corporation (the "Corporation" or the "Surviving Corporation") and UNO Group Holdings, Inc., a Florida corporation ("UNO"), with the Corporation and UNO being collectively referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the Boards of Directors of the Constituent Corporations deem it desirable that UNO be merged with and into the Corporation and that the Corporation be the surviving corporation of such merger, on the terms and conditions herein provided; and

WHEREAS, the Boards of Directors the Constituent Corporations have approved the Merger (as herein after defined).

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 The Constituent Corporations

1.1 UNO is corporation organized and existing under the laws of the State of Florida.

1.2 The Corporation is a corporation organized and existing under the laws of the State of California.

Section 2 The Merger

2.1 On the Effective Date (as hereinafter defined), UNO shall be merged with and into the Corporation (the "Merger"), and the separate existence of UNO shall thereupon cease in accordance with the applicable provisions of the Business Corporation Act of the State of Florida (the "FBCA") and the General Corporation Law of the State of California (the "CGCL"). The Corporation will be the surviving corporation in the Merger and will continue to be governed by the laws of the State of California, and the separate existence of the Corporation and all of its rights, privileges, immunities, powers and franchises will continue unaffected by the Merger. The Merger will have the effects specified in the FBCA and the CGCL.

2.2 On the Effective Date:

(a) Each share of common stock of UNO, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and extinguished without consideration.

(b) The Surviving Corporation shall acquire all of the assets and assume all of the liabilities and obligations of UNO, and the Surviving Corporation shall thereafter possess all of the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations, and all property belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation by operation of law, all in the manner and to the fullest extent provided by the FBCA and the CGCL.

(c) The directors and officers of the Corporation shall, on and after the Effective Date, be the directors and officers of the Surviving Corporation until their respective successors are duly elected or appointed and qualified in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation or as may be otherwise provided by law.

**Section 3
Effective Date**

3.1 If this Agreement is not terminated as contemplated by Section 6.2 hereof, and the conditions described in Section 7 hereof have been satisfied, then:

(a) this Agreement and officers' certificates of each Constituent Corporation, executed in accordance with the laws of the State of California, shall be filed with the Secretary of State of the State of California as provided in Section 1103 of the CGCL (the "California Certificate of Merger"); and

(b) articles of merger shall be filed with the Department of State of the State of Florida as provided in Section 607.1105 of the FCBA.

3.2 The Merger shall become effective:

(a) in the State of California as of the time and date of the filing of the California Certificate of Merger with the Secretary of State of the State of California (such time and date being herein referred to as the "California Effective Date"); and

(b) in the State of Florida as of the time and date of the filing of articles of merger with the Department of State of the State of Florida (such time and date being herein referred to as the "Florida Effective Date").

The "Effective Date" of the Merger shall be the latest of the California Effective Date and the Florida Effective Date.

Section 4

Covenants and Agreements

4.1 Each of the Constituent Corporations covenants and agrees that it shall cause to be executed and filed and/or recorded any other document or documents prescribed by the laws of the State of California or the State of Florida, and that such Constituent Corporation shall cause to be performed all necessary acts therein and elsewhere, to effectuate the Merger.

Section 5

Articles of Incorporation and Bylaws

5.1 The Articles of Incorporation of the Corporation in effect on the Effective Date shall be the Articles of Incorporation of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

5.2 The bylaws of the Corporation in effect on the Effective Date shall be the Bylaws of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

Section 6

Amendment and Termination

6.1 At any time prior to the filing of the California Certificate of Merger with the Secretary of State of the State of California, this Agreement may be amended by the Constituent Corporations by a signed written instrument approved by the respective Boards of Directors of the Constituent Corporations, and if required by applicable law, the shareholders of the Constituent Corporations.

6.2 At any time prior to the filing of the California Certificate of Merger with the Secretary of State of the State of California, this Agreement may be terminated and abandoned by the Constituent Corporations by a signed written instrument approved by the respective Boards of Directors of the Constituent Corporations.

Section 7

Certain Conditions

7.1 The obligations of the parties to consummate the Merger are subject to the satisfaction on or prior to the Effective Date of the following conditions:

(a) The Constituent Corporations, and each of their respective subsidiaries, shall have obtained or delivered, as applicable, all authorizations, orders, declarations and filings with, and notices to, any governmental entity or other person which are required by law or which either

Constituent Corporation deems necessary or advisable for the consummation of the Merger and the transactions contemplated by this Agreement, including but not limited to approvals from and notices to those governmental entities responsible for regulating companies engaged in the business of money transmitting, check cashing, or similar activities; and

(b) The shareholders of each Constituent Corporation shall have approved this Agreement or the transactions contemplated herein, if such approval is required by law, or by such corporation's articles of incorporation or bylaws.

Section 8 Miscellaneous

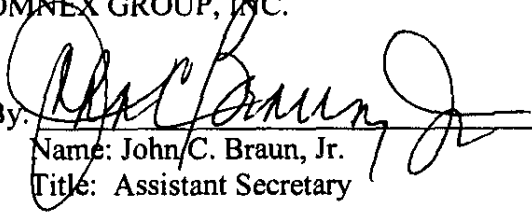
8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law rules.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

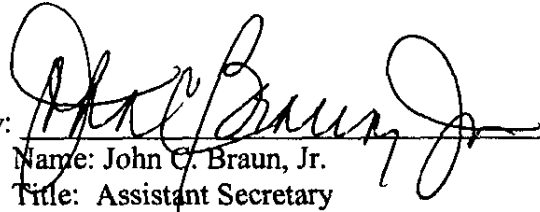
OMNEX GROUP, INC.

By: 

Name: John C. Braun, Jr.

Title: Assistant Secretary

UNO GROUP HOLDINGS, INC.

By: 

Name: John C. Braun, Jr.

Title: Assistant Secretary