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*TS
Merger
7/24/07*

LIBOW & SHAHEEN LLP

ATTORNEYS AT LAW

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ALLEN H. LIBOW
WILLIAM M. SHAHEEN

JOY Q. HUPPERT
ASHLEY A. SAWYER

July 17, 2007

Via Federal Express

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

***Re: Articles of Merger for Bi-Silque Visual Communication Products, Inc. (Florida)
and Bi-Silque Visual Communication Products, Inc. (Illinois)***

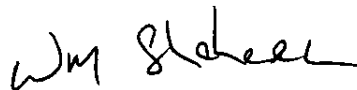
To Amendment Section:

Enclosed please find the (2) originally-executed Articles of Merger for the above-referenced corporations along with the Agreement and Plan of Merger for same. Further enclosed please find check number 09440 in the amount of Seventy Eight Dollars and Seventy Five Cents (\$78.75) for the filling fee for same.

Should you have any questions or concerns regarding this information, or should you require any additional information, please contact us at (561) 367-7300.

Very truly yours,

LIBOW & SHAHEEN LLP



WILLIAM M. SHAHEEN, ESQ.

WMS/ja
Enclosures

**ARTICLES OF MERGER
OF BI-SILQUE VISUAL COMMUNICATION PRODUCTS, INC.,
an Illinois Corporation,
INTO BI-SILQUE VISUAL COMMUNICATION PRODUCTS, INC.,
a Florida Profit Corporation**

EFF. 8/3/07

THESE ARTICLES OF MERGER are made and submitted on this 17 day of July, 2007, in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes.

WITNESSETH

First: The name, jurisdiction, and document number of the surviving corporation in the merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Bi-Silque Visual Communication Products, Inc.	Florida	P07000079800

Second: The name, jurisdiction, and document number of the merging corporation in the merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Bi-Silque Visual Communication Products, Inc.	Illinois	0609432020

Third: An originally-executed version of the Agreement and Plan of Merger is attached below as **Exhibit A**.

Fourth: The Effective Date of the merger shall be Friday, August 3, 2007.

Fifth: The Shareholders of the surviving corporation adopted the Agreement and Plan of Merger on July 17, 2007, by unanimous vote in writing.

[Text continues, and signature blocks appear, on following page.]

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TALLAHASSEE FLORIDA

Sixth: The Shareholders of the merging corporation adopted the Agreement and Plan of Merger on July 17, 2007, by unanimous vote in writing.

IN WITNESS WHEREOF, The undersigned acknowledge and agree to the terms of these Articles of Merger and have hereunto set their hands and seals as of the date first written above.

SURVIVING CORPORATION:

BI-SILQUE VISUAL COMMUNICATION PRODUCTS, INC.,
a Florida corporation

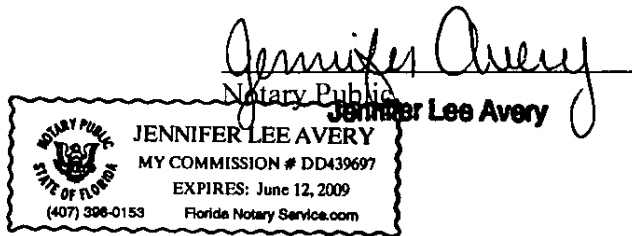
By: William M. Shaheen, Attorney in Fact)
Goncalves Martins de Vasconcelos)
As Its: President)

ATTEST:
Marcela Camilo
Print: Marcela Camilo

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 17th day of July, 2007, before me personally appeared **William M. Shaheen as Attorney in-Fact for Goncalves Martins de Vasconcelos as President of Bi-Silque Visual Communication Products, Inc.**, a Florida corporation, who is personally known to me or who produced the identification listed below, and who subscribed and swore to the foregoing Articles of Merger to be his voluntary act and deed.

My commission expires:



MERGING CORPORATION:

BI-SILQUE VISUAL COMMUNICATION PRODUCTS, INC.,
an Illinois corporation

By: William M. Shaheen, Attorney in Fact)
Goncalves Martins de Vasconcelos)
As Its: President)

ATTEST:
Marcela Camilo
Print: Marcela Camilo

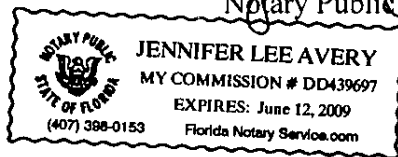
[Signature blocks continue on following page.]

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 17th day of July, 2007, before me personally appeared **William M. Shaheen as Attorney in-Fact for Goncalves Martins de Vasconcelos as President of Bi-Silque Visual Communication Products, Inc.**, an Illinois corporation, who is personally known to me or who produced the identification listed below, and who subscribed and swore to the foregoing Articles of Merger to be his voluntary act and deed.

Jennifer Lee Avery
Notary Public **Jennifer Lee Avery**

My commission expires:



THE UNDERSIGNED, as the sole Shareholder of the surviving corporation and the merging corporation, hereby joins in these Articles of Merger to affirm its approval and adoption of the Agreement and Plan of Merger and of these Articles.

SHAREHOLDER:

BI-SILQUE ARTIGOS PARA CASA E ESCRITORIO, S.A.,
a Portugal corporation

By: *Virgilio Dourado Martins de Vasconcelos*)
Virgilio Dourado Martins de Vasconcelos)
As Its: Director)

ATTEST:
Marcela Carneiro
Print: Marcela Carneiro

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 17th day of July, 2007, before me personally appeared **William M. Shaheen as Attorney in-Fact for Virgilio Dourado Martins de Vasconcelos as Director of Bi-Silque Artigos para Casa e Escritorio, S.A.**, a Portugal corporation, who is personally known to me or who produced the identification listed below, and who subscribed and swore to the foregoing Articles of Merger to be his voluntary act and deed.

Jennifer Lee Avery
Notary Public **Jennifer Lee Avery**

My commission expires:

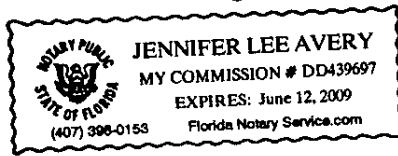


EXHIBIT A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made this 17 day of July, 2007, by and among BI-SILQUE VISUAL COMMUNICATION PRODUCTS, INC., a Florida corporation (the "Acquiror"), BI-SILQUE VISUAL COMMUNICATION PRODUCTS, INC., an Illinois corporation (the "Target"), and BI-SILQUE ARTIGOS PARA CASA E ESCRITORIO, S.A., a Portugal corporation (the "Parent Corporation") (all the foregoing collectively, the "Parties").

RECITALS

WHEREAS, Acquiror is a Florida corporation in good standing under Florida law;

WHEREAS, Target is an Illinois corporation in good standing under Illinois law;

WHEREAS, Parent Corporation is the sole Shareholder of both Acquiror and Target;

WHEREAS, In April of 2006, Parent Corporation formed Target for purposes of exploiting the United States market for the sale and distribution of visual communication and presentation products and equipment for business and personal use, and, since its inception, Target has conducted its business operations in furtherance of same;

WHEREAS, Parent Corporation has determined to relocate the business operations of Target in the State of Florida and has formed Acquiror to implement the effective reincorporation of Target in Florida as aforesaid via a merger into Acquiror;

WHEREAS, Upon consummation of Target's effective reincorporation in Florida via a merger into Acquiror, Acquiror will succeed to and will continue to conduct Target's sale and distribution business indefinitely in the future;

WHEREAS, The Parties intend for Target to merge with and into Acquiror on a non-taxable basis, such that Acquiror shall pay no cash or other boot in exchange for the merger, as more particularly described below; and

WHEREAS, Immediately after the merger, Acquiror will own all the assets of Target, and Parent Corporation will continue to own all the outstanding stock of Acquiror.

WHEREFORE, In furtherance of the above-stated objectives, the Parties hereby agree as follows:

WITNESSETH

1.0 Integration. The Parties expressly incorporate the foregoing Recitals as material terms of this Agreement, reflecting not only their intent and objectives but also the consideration to be exchanged by the Parties hereunder.

2.0 Merger. The name, jurisdiction, and document number of the parties to the merger are as follows:

The name and jurisdiction of the surviving corporation in the merger are as follows—

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Bi-Silque Visual Communication Products, Inc.	Florida	P07000079800

The name, jurisdiction, and document number of the merging corporation in the merger are as follows—

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Bi-Silque Visual Communication Products, Inc.	Illinois	0609432020

The other terms and conditions of the merger are as stated below in this Agreement.

2.01 Merger. Immediately upon the execution of this Agreement, Acquiror and Target will execute, and immediately will file with the Florida Department of State, Division of Corporations, and with the Illinois Secretary of State, Department of Business Services, Articles of Merger together with this Agreement and any other documents necessary to effectuate the merger of Target with and into Acquiror. Upon and after the Effective Date, Acquiror shall be the surviving legal entity from the merger; shall not be a new entity; shall continue its corporate existence as a corporation governed by the laws of the State of Florida; shall maintain its name, assets and liabilities, financial and tax attributes, and other corporate characteristics; and shall maintain a registered office in the State of Florida.

Upon the Effective Date, each share of voting common stock of Target shall be cancelled, and, upon Parent Corporation's transfer and surrender to Acquiror of the certificates that represented its ownership interest in said shares, Acquiror shall issue and deliver to Parent Corporation certificates representing ownership interests in Acquiror's voting common stock, as more particularly described in **Section 3** below.

2.02 Effective Date. The "Effective Date" of the merger between Acquiror and Target shall be Friday, August 3, 2007.

2.03 Terms and Conditions. The terms and conditions of the merger are, in addition to

those set forth elsewhere in this Agreement, as follows:

(A) On the Effective Date, Acquiror and Target (the "Constituent Entities") shall become a single legal entity, which shall be Acquiror.

(B) The separate legal existence of Target shall cease.

(C) Acquiror thereupon and thereafter shall possess all the rights, privileges, powers, and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities, and duties of each Constituent Entity; and all and singular, the rights, privileges, powers, and franchises of each Constituent Entity, and all property, real, personal, and mixed, and all debts due to either Constituent Entity on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Entity, shall be vested in Acquiror; and all property, rights, privileges, powers, and franchises, and all and every other interest thereafter shall be as effectually the property of Acquiror as they were of the respective Constituent Entities, and the title to any real estate vested by deed or otherwise in either Constituent Entity shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Entity shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent Entities thenceforth shall attach to Acquiror and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. Any action or proceeding whether civil, criminal, or administrative, pending by or against either Constituent Entity shall be prosecuted as if the merger had not taken place, or Acquiror may be substituted in such action or proceeding.

(D) All corporate acts, plans, policies, contracts, approvals, and authorizations of Target and its Parent Corporation, Board of Directors (if applicable), committees elected or appointed by the Board of Directors (if applicable), officers, and agents, which were valid and effective immediately before the Effective Date, shall be taken for all purposes as the acts, plans, policies, contracts, approvals, and authorizations of Acquiror and shall be as effective and binding thereon as the same were with respect to Target.

(E) The assets, liabilities, reserves, and accounts of each Constituent Entity shall be recorded on the books of Acquiror at the amounts at which they, respectively, then shall be carried on the books of such Constituent Entity subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the merger.

(F) The Board of Directors, if any, and the Officers of Acquiror shall remain intact as of and after the Effective Date.

(G) The merger of Target into Acquiror shall not revoke or revise in any manner the Articles of Incorporation of Acquiror.

3.0 Manner and Basis of Share Conversion. The manner and basis of converting the issued and outstanding shares of stock of Target into shares of stock of Acquiror, and the mode

of carrying the merger into effect, shall be as follows:

3.01 Each share of voting common stock of Target outstanding at the Effective Date shall be converted into Sixty-Two Hundredths (.62) share of voting common stock of Acquiror without any action on the part of the holder thereof. Thus, upon the Effective Date, the One Thousand (1,000) outstanding shares of voting common stock of Target shall convert into Six Hundred and Twenty (620) outstanding shares of voting common stock of Acquiror without any action on the part of the holder thereof. After the Effective Date, Parent Corporation shall be entitled, upon surrender of the outstanding certificate or certificates that previously represented shares of Target common stock, to receive in exchange therefore a certificate or certificates representing the number of shares of Acquiror common stock into or for which his interests have been converted or exchanged; provided that, however, no fractional shares of Acquiror common stock shall be issued pursuant to the merger, and the aggregate number of shares of Acquiror common stock to be issued pursuant to the merger shall be determined by rounding any fractional share to which Parent Corporation otherwise may be entitled to the nearest whole share. Until surrendered, each outstanding certificate that before the Effective Date represented shares of Target common stock for all purposes shall evidence the ownership of shares of Acquiror common stock into or for which such shares have been so converted or exchanged.

3.02 All shares of Acquiror common stock issued in exchange for, and in conversion of, shares of Target common stock pursuant to this **Section 3** shall be issued in full satisfaction of all rights pertaining to such exchanged and converted interests.

3.03 Acquiror shall transfer no cash or property, other than shares of its own voting common stock as aforesaid, to Parent Corporation as Target's sole Shareholder as consideration for the merger contemplated herein.

4.0 Warranties of Target and Parent Corporation. Target and Parent Corporation, jointly and severally, warrant to Acquiror that, as of the date of this Agreement and on the Effective Date:

4.01 Good Standing. Target is a corporation duly organized and validly existing in good standing under the laws of the State of Illinois, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner now conducted. The character and location of the assets now owned or leased by Target in the conduct of its business do not require Target's qualification as a foreign entity in any jurisdiction other than the State of Florida.

4.02 Shareholders and Interests. The authorized shares of Target consist solely of One Thousand (1,000) shares of voting common stock, zero par value, of which One Thousand (1,000) shares are issued and outstanding. Parent Corporation is the sole Shareholder of Target, and its shares of Target stock are free and clear of all liens, encumbrances, pledges, and claims of every kind. Each share of Target stock validly is authorized and was not issued in violation of the preemptive rights of any person. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind exists that would obligate Target to

issue any shares.

4.03 Financial Statements. Parent Corporation has delivered to Acquiror copies of the actual or *pro forma* balance sheets, income statements, and tax returns for Target since its date of inception in April of 2006. Such financial statements have been prepared in accordance with generally accepted accounting principles; said balance sheets fairly present Target's financial condition as of the dates thereof; and said income statements fairly present the results of Target's operations for the periods therein.

4.04 Title. Target has marketable title to all property and assets listed on its most recent financial statements, whether *pro forma* or otherwise. Such property and assets are free and clear of all liens, encumbrances, pledges, and claims of every kind.

4.05 Authorization. Target has procured all Board, if applicable, and Shareholder approvals necessary to effectuate the merger contemplated by this Agreement.

5.0 Warranties of Acquiror. Acquiror warrants to Target and Parent Corporation that, as of the date of this Agreement and on the Effective Date:

5.01 Good Standing. Acquiror is a corporation duly organized and validly existing in good standing under the laws of the State of Florida, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner now conducted. The character and location of the assets now owned or leased by Acquiror in the conduct of its business do not require Acquiror's qualification as a foreign entity in any jurisdiction other than the State of Florida.

5.02 Shareholders and Interests. The authorized shares of Acquiror consist solely of Ten Thousand (10,000) shares of voting common stock, zero par value, of which Ten (10) shares are issued and outstanding. Parent Corporation is the sole Shareholder of Acquiror, and its shares of Acquiror stock are free and clear of all liens, encumbrances, pledges, and claims of every kind. Each share validly is authorized and was not issued in violation of the preemptive rights of any person. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind exists that would obligate Acquiror to issue any shares.

5.03 Financial Statements. Acquiror has delivered to Target and Parent Corporation copies of the actual or *pro forma* balance sheets, income statements, and tax returns for Target since its date of inception in July of 2007. Such financial statements have been prepared in accordance with generally accepted accounting principles; said balance sheets fairly present Acquiror's financial condition as of the dates thereof, and said income statements fairly present the results of Acquiror's operations for the periods therein.

5.04 Title. Acquiror has marketable title to all property and assets listed on its most recent financial statements, whether *pro forma* or otherwise. Such property and assets are free and clear of all liens, encumbrances, pledges, and claims of every kind.

5.05 Authorization. Acquiror has procured all Board, if applicable, and Shareholder approvals necessary to effectuate the merger contemplated by this Agreement.

6.0 Administrative and Other Provisions.

6.01 Additional Documents and Further Assurances. The Parties shall cause to be delivered on the Effective Date, or at such other times and places as they may agree, such additional documents as are reasonably necessary for the purpose of carrying out this Agreement. Acquiror and Target shall exert best efforts in cooperating with such requests and shall direct Officers, agents, and employees to furnish information, evidence, testimony, and other assistance in connection with resolution of any disputes arising from this agreement.

6.02 Income Tax Matters. The Parties agree that they shall treat the instant merger as a non-taxable "F Reorganization" within the meaning of Internal Revenue Code Section 368(a)(1)(F) and related statutory provisions and timely shall meet all filing requirements applicable to such a transaction. No Party shall report or take any other action inconsistent with such treatment of the merger.

6.03 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding on the Parties and their respective successors and assigns.

6.04 Third Parties. This Agreement does not create any right, claim, or benefit inuring to any entity or person other than the Parties hereto, nor create or establish any third party beneficiary hereto.

6.05 Entire Agreement; Amendment; Severability; Headings; Gender References. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter stated herein and supersedes in all respects any prior or other agreement or understanding between or among the Parties and their respective subsidiaries and affiliates with respect to such subject matter.

No modifications, amendments, or other statements to this Agreement shall be binding on the Parties unless executed in writing and signed by the Party to be bound by such instrument.

If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement and, to that extent, the provisions of this Agreement are intended to be and shall be deemed to be severable.

Headings in this contract are for convenience and reference only and shall not be used to interpret or construe provisions hereunder. All references in this Agreement shall be gender neutral, such that the masculine shall include the feminine and *vice versa*, and neutral references shall encompass both. Where applicable, the singular shall include the plural and *vice versa*.

6.06 Non-Waiver. No delay or failure by either Party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

6.07 No Presumptions. Each Party hereto acknowledges that it has had an opportunity to consult with its own legal counsel and either has done so or voluntarily has waived the opportunity to do so. Each Party has participated in the preparation of this Agreement. No Party hereto is entitled to any presumption with respect to the interpretation of any provision hereof or the resolution of any alleged ambiguity herein based on any claim that the other Party hereto drafted or controlled the drafting of this Agreement.

6.08 Governing Law; Venue; Legal Fees. Florida law shall govern this Agreement and all questions arising hereunder, without regard to principles of choice of law or conflict of laws. With respect to any suit, action, or proceeding relating to this Agreement or the transactions contemplated hereby, each Party irrevocably submits to the jurisdiction of the Florida Circuit Courts located in Palm Beach County or the U.S. District Courts for the Southern District of Florida (Palm Beach County Division). Each Party further waives any objection that it may have at any time to the laying of venue for such proceedings in such Circuit Courts, waives any claim that such suit, action, or proceeding has been brought in an inconvenient forum, and further waives the right to object to such Circuit Courts' personal jurisdiction over such Party. Each Party hereto expressly and irrevocably waives trial by jury in any suit, action, or proceeding in relation to this Agreement and for any counterclaim therein. In any suit, action, or proceeding to enforce, interpret, or challenge the enforceability of this Agreement, the prevailing Party in such suit, action, or proceeding shall be entitled to its reasonable attorneys' fees, court costs, and all other costs of litigation or other action, through all authorized appeals.

6.09 Execution. This Agreement may be executed in counterparts, and faxed signatures of this Agreement shall constitute an original instrument qualified for admission into evidence in any court or administrative proceeding, through all authorized appeals.

IN WITNESS WHEREOF, The Parties expressly acknowledge and agree to the terms of this AGREEMENT AND PLAN OF MERGER and have duly executed same as of the date first above written.

ACQUIROR—

BI-SILQUE VISUAL COMMUNICATION PRODUCTS, INC.,

a Florida corporation

By: Wm Stalee Attorney at Law)
Goncalves Martins de Vasconcelos)

As Its: President)

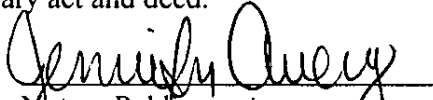
ATTEST:

Marcela Corvito
Print: Marcela Corvito

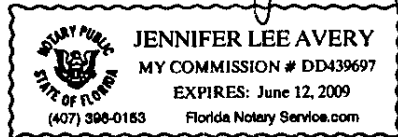
[Signature blocks continue on following page.]

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 17th day of July, 2007, before me personally appeared **William M. Shaheen as Attorney in-Fact for Goncalves Martins de Vasconcelos as President of Bi-Silque Visual Communication Products, Inc.**, a Florida corporation, who is personally known to me or who produced the identification listed below, and who subscribed and swore to the foregoing Agreement and Plan of Merger to be his voluntary act and deed.

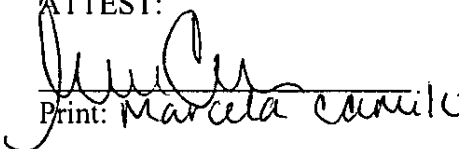

Notary Public **Jennifer Lee Avery**

My commission expires:



TARGET—
BI-SILQUE VISUAL COMMUNICATION PRODUCTS, INC.,
an Illinois corporation

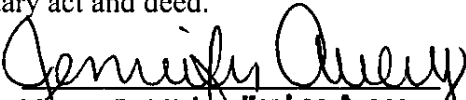
By: )
Goncalves Martins de Vasconcelos)

ATTEST:

Print: Marcella Cornick

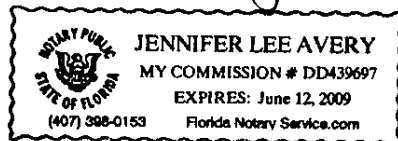
As Its: President

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 17th day of July, 2007, before me personally appeared **William M. Shaheen as Attorney in-Fact for Goncalves Martins de Vasconcelos as President of Bi-Silque Visual Communication Products, Inc.**, an Illinois corporation, who is personally known to me or who produced the identification listed below, and who subscribed and swore to the foregoing Agreement and Plan of Merger to be his voluntary act and deed.


Notary Public **Jennifer Lee Avery**

My commission expires:



[Signature blocks continue on following page.]

PARENT CORPORATION—

BI-SILQUE ARTIGOS PARA CASA E ESCRITORIO, S.A.,

a Portugal corporation

By: William Shaheen, Attorney in Fact)
Virgilio Dourado Martins de Vasconcelos)

As Its: Director)

ATTEST:

[Signature]
Print: marcela Cerullo

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 17th day of July, 2007, before me personally appeared **William M. Shaheen as Attorney in-Fact for Virgilio Dourado Martins de Vasconcelos as Director of Bi-Silque Artigos para Casa e Escritorio, S.A.,** a Portugal corporation, who is personally known to me or who produced the identification listed below, and who subscribed and swore to the foregoing Agreement and Plan of Merger to be his voluntary act and deed.

Jennifer Lee Avery
Notary Public **Jennifer Lee Avery**

My commission expires:

