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MERGER OR SHARE EXCHANGE  
CONVERTING SOLUTIONS INC.

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TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER  
OF  
PRECISION PAPER COMPANY,  
UNIVERSAL MEDIA SOLUTIONS, INC.,  
AND  
DIETZGEN CORPORATION  
INTO  
CONVERTING SOLUTIONS INC.**

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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 and jurisdiction of the surviving corporation is CONVERTING SOLUTIONS INC., a Florida corporation (the "*Surviving Corporation*").

SECOND: The name and jurisdiction of each of the merging corporations are as follows: PRECISION PAPER COMPANY, a Florida corporation, UNIVERSAL MEDIA SOLUTIONS, INC., a Florida corporation, and DIETZGEN CORPORATION, a Florida corporation (each a "*Merging Corporation*").

THIRD: The Agreement and Plan of Merger (the "*Plan of Merger*") is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on the date these Articles of Merger are filed with the Department of State of the State of Florida (the "*Effective Time*").

FIFTH: The Plan of Merger was adopted by the board of directors and the shareholders of the Surviving Corporation on August 27, 2012.

SIXTH: The Plan of Merger was adopted by the board of directors and the shareholders of each Merging Corporation on August 27, 2012.

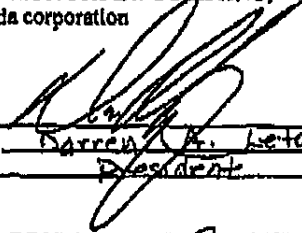
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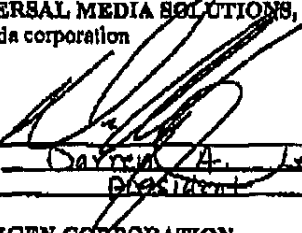
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Executed as of August 27, 2012.

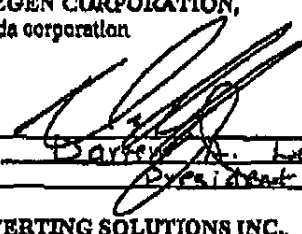
**PRECISION PAPER COMPANY,**  
a Florida corporation

By:   
Name: Darren A. Letang  
Title: President

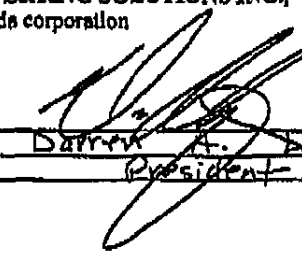
**UNIVERSAL MEDIA SOLUTIONS, INC.,**  
a Florida corporation

By:   
Name: Darren A. Letang  
Title: President

**DIETZGEN CORPORATION,**  
a Florida corporation

By:   
Name: Darren A. Letang  
Title: President

**CONVERTING SOLUTIONS INC.,**  
a Florida corporation

By:   
Name: Darren A. Letang  
Title: President

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**EXHIBIT A**

**Agreement and Plan of Merger**

**[See Attached]**

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**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is made and entered into as of August 27, 2012, by and among PRECISION PAPER COMPANY, a Florida corporation ("*Precision Paper*"), UNIVERSAL MEDIA SOLUTIONS, INC., a Florida corporation ("*Universal*"), DIETZGEN CORPORATION, a Florida corporation ("*Dietzgen*," and collectively with Precision Paper and Universal, each a "*Merging Corporation*," and collectively, the "*Merging Corporations*"), and CONVERTING SOLUTIONS INC., a Florida corporation (the "*Surviving Corporation*").

**Background**

Each of the Merging Corporations desires to merge with and into the Surviving Corporation pursuant to the terms and subject to the conditions of this Agreement (the "*Merger*"). After the consummation of the Merger, parties intend that the separate existence of each of the Merging Corporations will cease, and the Surviving Corporation will survive and own all of the rights and property and be subject to all of the liabilities of each of the Merging Corporations. This Agreement is the "plan of merger" as referenced in Section 607.1101 et seq. of the Florida Business Corporation Act (the "*Act*").

**Operative Terms**

1. **Parties to the Merger.** The name, the jurisdiction, the entity type and the document number of each party to the Merger are as follows:

| Name                            | Jurisdiction | Entity Type | Document No. |
|---------------------------------|--------------|-------------|--------------|
| Precision Paper Company         | Florida      | Corporation | L37364       |
| Universal Media Solutions, Inc. | Florida      | Corporation | P07000125823 |
| Dietzgen Corporation            | Florida      | Corporation | P12000007935 |
| Converting Solutions Inc.       | Florida      | Corporation | P09000009096 |

2. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, at the Effective Time (as defined in Section 3 below), each of the Merging Corporations shall be merged with and into the Surviving Corporation.

3. **Effective Time.** The parties will cause the Articles of Merger (the "*Articles of Merger*") to be executed and delivered to the Department of State of the State of Florida pursuant to Section 607.1105 of the Act, and the Merger shall be effective upon such filing of Articles of Merger (the "*Effective Time*").

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4. **Effect of the Merger.** At the Effective Time, as a result of the Merger and without any action on the part of any of the Surviving Corporation or the Merging Corporations:

- (a) The separate existence of each Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving entity in the Merger;
- (b) The Merger will have the effects set forth in 607.1106 of the Act, and all property, rights, and privileges of each of the parties shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the parties shall become the debts, liabilities and duties of the Surviving Corporation.
- (c) The Articles of Incorporation of the Surviving Corporation and the Bylaws of the Surviving Corporation in effect immediately prior to the effectiveness of the Merger shall remain the Articles of Incorporation and the Bylaws of the Surviving Corporation after the Merger until amended, provided, however, that the corporate name of the Surviving Corporation in its Articles of Incorporation is hereby amended as follows:  
  
"The name of the corporation is DIETZGEN CORPORATION."
- (d) The effect of the Merger on shares of the capital stock (and any rights to acquire such shares, obligations, or other securities) of each party to the Merger is set forth in Section 5 below.

5. **Effect on Shares.** At the Effective Time, the effect on the outstanding shares of the Surviving Corporation and the Merging Corporations shall be as follows:

- (a) Each share of the capital stock of each Merging Corporation that is issued and outstanding immediately prior to the Effective Time shall no longer be outstanding, shall be canceled and retired, and shall cease to exist, and each holder of shares of the capital stock of each Merging Corporation shall cease to have any rights with respect thereto. From and after the Effective Time, each certificate previously evidencing ownership of shares of the capital stock of a Merging Corporation shall be null and void, and any rights to acquire such shares, obligations, or other securities of any of the Merging Corporations shall be terminated.
- (b) Each holder of shares of the capital stock of a Merging Corporation shall surrender their certificates representing such shares for cancellation and termination.
- (c) Each share of the capital stock of the Surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall remain as one share of the capital stock of the Surviving Corporation of the same class. Any rights to acquire such shares, obligations, or other securities of the Surviving Corporation shall remain unchanged by the Merger.
- (d) Each holder of shares of the capital stock of the Surviving Corporation shall surrender their certificates representing such shares to be cancelled in exchange for new certificates

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to be issued in the same class and number of shares but reflecting the new corporate name of the Surviving Corporation.

6. Filing of Articles of Merger. The Surviving Corporation shall cause a copy of the Articles of Merger which has been certified by the Department of State of the State of Florida to be filed in the recording office of any county in which real property is held by a Merging Corporation immediately prior to the Effective Time.
7. Tax Consequences. The parties intend that the Merger will be treated as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.
8. Counterparts. This Agreement may be executed in any number of counterparts (whether facsimile or portable document format (PDF)), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.
9. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.
10. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.
11. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.
12. Further Assurances. The parties shall execute and deliver such further instruments and documents and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

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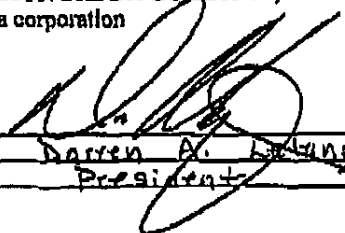
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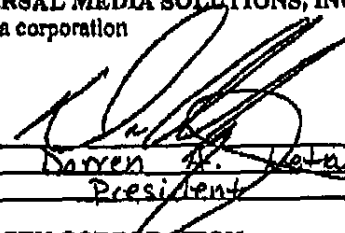
**SIGNATURE PAGE  
TO  
AGREEMENT AND PLAN OF MERGER**

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed and delivered by the parties as of the date first above written.

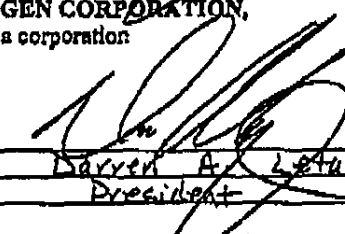
**PRECISION PAPER COMPANY,**  
a Florida corporation

By:   
Name: Darren A. Letang  
Title: President

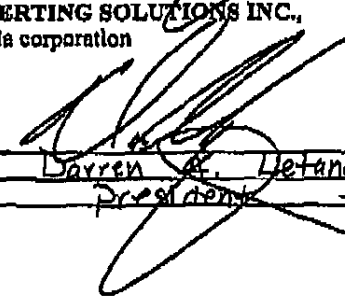
**UNIVERSAL MEDIA SOLUTIONS, INC.,**  
a Florida corporation

By:   
Name: Darren A. Letang  
Title: President

**DIETZGEN CORPORATION,**  
a Florida corporation

By:   
Name: Darren A. Letang  
Title: President

**CONVERTING SOLUTIONS INC.,**  
a Florida corporation

By:   
Name: Darren A. Letang  
Title: President

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