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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

LML INDUSTRIES, INC.

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Merger / NAME Change
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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

October 2, 2003

LML INDUSTRIES, INC.
600 WEST 84TH STREET
P.O. BOX 4100
HIALEAH, FL 33014

SUBJECT: LML INDUSTRIES, INC.
REF: 484592

*per conversation!
the fixes were
expedited. Thanks for your
help!*

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The word "initial" or "first" should be removed from the article regarding directors, officers, and/or registered agent, unless these are the individuals originally designated at the time of incorporation.

PLEASE PROVIDE THE ATTACHMENT MENTIONED IN #3 OF THE PLAN OF MERGER. THE ATTACHMENT (ANNEX A-1) SHOULD BE ATTACHED TO THE ARTICLES AND PLAN OF MERGER.

PLEASE PROVIDE A LIST OF THE OFFICERS AND DIRECTORS MENTIONED IN #4 AND #5 OF THE PLAN OF MERGER.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Darlene Connell
Document Specialist

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**ARTICLES OF MERGER OF
ROSE ACQUISITION CORP.
(a Florida corporation)
WITH AND INTO
LML INDUSTRIES, INC.
(a Florida corporation)**

Pursuant to Florida Statutes, § 607.1105, the undersigned, Rose Acquisition Corp., ("Rose") a Florida corporation and LML Industries, Inc. ("LML"), a Florida corporation, hereby adopt the following Articles of Merger for the purpose of merging Rose with and into LML, which shall be the surviving corporation (the "Merger").

A. A copy of the Plan of Merger between Rose and LML dated as of October 1, 2003 (the "Plan of Merger") is attached hereto as Exhibit A.

B. The Plan of Merger was adopted by a vote of the Board of Directors and the shareholders of Rose on September 30, 2003.

C. The Plan of Merger was adopted by a vote of the Board of Directors and the sole shareholder of LML on September 30, 2003.

D. The Merger shall become effective upon the filing of these Articles of Merger with the State of Florida.

IN WITNESS WHEREOF, Rose and LML have, effective as of this 1st day of October, 2003, caused these Articles of Merger to be executed by their respective officers thereunto duly authorized.

ROSE ACQUISITION CORP.,
a Florida corporation

By 
Name: Don Haas
Title: Chief Financial Officer

LML INDUSTRIES, INC.,
a Florida corporation

By _____
Name: _____
Title: _____

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
2003 OCT - 1 PM 4:09

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(a Florida corporation)
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ROSE ACQUISITION CORP.,
a Florida corporation

By _____
Name: Don Haas
Title: Chief Financial Officer

LML INDUSTRIES, INC.,
a Florida corporation

By *Jennifer Bly, President*
Name: JENNIFER BLY
Title: PRESIDENT

**Exhibit A
to Articles of Merger**

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger") sets forth the plan of merger to be effected pursuant to the Merger Agreement (the "Merger Agreement") by and among Rose Acquisition Corp., a Florida corporation ("Rose"), LML Industries, Inc., a Florida corporation (the "Company") (Rose and the Company, sometimes referred to as the "Constituent Corporations") and the Estate of Lewis M. Levin (the "Shareholder"). The parties have agreed as follows:

1. Upon the terms and subject to the conditions set forth in the Merger Agreement, and in accordance with the Florida Business Corporation Act (the "FBCA"), Rose shall be merged with and into the Company at the Effective Time. At the Effective Time, the separate existence of Rose shall cease, and the Company shall continue as the surviving corporation (the "Surviving Corporation").

2. As soon as practicable after the Closing Date, the parties shall file articles of merger executed in accordance with the relevant provisions of the FBCA (the "Articles of Merger"). The Merger shall become effective at 12:01 a.m. on the day of the filing of the Articles of Merger with the Secretary of State of the State of Florida or at such other date or time thereafter as the parties may agree. The date and time of such effectiveness is herein sometimes referred to as the "Effective Time".

3. The Articles of Incorporation attached hereto as Annex A-1 shall be the Articles of Incorporation of the Surviving Corporation, and thereafter may amended as provided in therein or by law. The Bylaws of Rose in effect at the Effective Time will be the Bylaws of the Surviving Corporation, until amended in accordance with applicable law.

4. The directors of Rose immediately prior to the Effective Time will be the directors of the Surviving Corporation and are as follows: Jennifer Bly, Donald M. Haas and Kenneth F. Gudorf.

5. The officers of Rose immediately prior to the Effective Time will be the officers of the Surviving Corporation and are as follows: Jennifer Bly, President, Donald M. Haas, Chief Financial Officer and Treasurer and Kenneth F. Gudorf, Vice President and Secretary.

6. The manner and basis of converting the common stock of the Company and Rose will be as follows:

- (a) Merger Consideration. Upon the Effective Time, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock to be canceled pursuant to Section 6(b)) shall, without any further action on the part of Rose on the one hand or the Company or the Shareholder, on the other hand, be converted into the right to receive such amount of consideration from the Surviving Corporation (the "Purchase Price") as shall equal:

- (i) such amount of cash, without interest, as shall equal the quotient of Two Million Six Hundred One Thousand Dollars (\$2,601,000) divided by the number of shares of Company Common Stock outstanding immediately before the Effective Time (the "Outstanding Company Shares") (the "Closing Cash Payment"), which such Closing Cash Payment shall be payable in cash at the Closing; plus
 - (ii) an amount as shall equal the quotient of Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) divided by the Outstanding Company Shares; which such payment shall be payable on the first anniversary date of September 30, 2003 (such date, the "Deemed Closing Date"); plus
 - (iii) an amount as shall equal the quotient of Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) divided by the Outstanding Company Shares; which such payment shall be payable on the second anniversary date of the Deemed Closing Date;
 - (iv) an amount as shall equal the quotient of Thirty-Three Thousand Three Hundred Thirty-Four Dollars (\$33,334) divided by the Outstanding Company Shares, which such payment shall be payable on the third anniversary date of the Deemed Closing Date (the payments referred to in clauses (ii) - (iv) are referred to herein as the "Anniversary Payments" and each of them shall be subject to offset as provided in Section 8 below); plus
 - (v) an amount as shall equal the quotient of Two Hundred Thirty Thousand Dollars (\$230,000) divided by the Outstanding Company Shares (the "Holdback Amount" which such amount shall be subject to offset as provided in Section 8 below) which such amount shall be payable within three business days after the Company has filed its federal tax return for the fiscal year ended September 30, 2003.
- (b) Cancellation of Options and Warrants. At the Effective Time, each option to purchase a share of Company Common Stock, whether under the terms of any Company stock option plan or any other plan and each stock purchase warrant outstanding under the terms of any Company warrant agreement shall be cancelled without any payment made to the holder thereof and without the Company incurring any liability therefor.
- (c) Rose Shares. Each outstanding share of capital stock of Rose shall be converted into one share of capital stock of the Surviving Corporation.

7. Prior to the Effective time, this Plan of Merger maybe terminated by the mutual consent of the Company, Rose and the Shareholder.

8. Set Off. If from time to time and at any time Rose shall be entitled to be paid any amounts by virtue of its indemnification rights under the Merger Agreement, Rose shall be entitled, if it so elects, to set off such amounts against the then unpaid portion of any Anniversary Payments or Holdback Amount. Such right of set off shall be in addition to and not in substitution of any other rights of Rose set forth in the Merger Agreement or otherwise.

9. Surrender and Payment.

(a) Surrender. At any time after the Effective Time, the Shareholder shall be entitled, upon surrender of any certificate or certificates which formerly represented shares of Company Common Stock outstanding at the Effective Time and compliance and subject to the provisions of the Merger Agreement, to receive cash, in immediately available funds, without interest, into which the shares of Company Common Stock theretofore represented by the certificate or certificates so surrendered shall have been converted as provided in Section 6 above all of which such cash shall paid at such times as set forth in Section 6.

(b) Dissenting Shares. Notwithstanding any provision of the Merger Agreement to the contrary, any shares of Company Common Stock held by the Shareholder, if it shall have demanded and perfected appraisal or dissenters' rights for such shares in accordance with the FBCA and who has not effectively withdrawn or lost such appraisal or dissenters' rights shall not be converted into or represent a right to receive the Purchase Price pursuant to Section 6, but shall only be entitled to such rights as are granted by the FBCA.

(c) No Further Transfers: Lost, Stolen or Destroyed Certificates. The Purchase Price paid pursuant to the Merger upon the surrender for exchange of shares of Company Common Stock in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares of Company Common Stock, and upon and after the Effective Time, no transfer of the shares of Company Common Stock outstanding prior to the Effective Time shall be made on the stock transfer books of the Surviving Corporation.

(d) 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, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or right of the Constituent Corporations acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of the Merger Agreement, the Constituent Corporations agree that the Surviving

Corporation and its proper officers and directors shall and will execute and deliver all such property, deeds, assignments and assurances in law and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of the Merger Agreement, and that the proper officers and directors of the Constituent Corporations and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Constituent Corporations or otherwise to take any and all such action.

ANNEX A-1

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LML INDUSTRIES, INC.**

The undersigned incorporator, being a natural person, eighteen years of age or older, in order to form a corporate entity under the Florida Business Corporation Act adopts the following Articles of Incorporation:

ARTICLE I.

The name of this corporation is Rose Poster Printing, Inc. (the "Company").

ARTICLE II.

The principal office of the Company in Florida is: 600 West 84th Street, Hialeah, Florida 33014.

ARTICLE III.

The registered office of the Company in Florida is: 600 West 84th Street, Hialeah, Florida 33014 and the name of the Company's registered agent at that address is Jennifer Bly.

ARTICLE IV.

The aggregate number of shares of stock which the Company shall have authority to issue is One Thousand Five Hundred (1,500) shares, all of which shall be designated common stock, \$5.00 par value (the "Common Stock"). Shares of Common Stock of the Company acquired by the Company shall become authorized but unissued shares and may be reissued as provided in this Certificate of Incorporation.

ARTICLE V.

No shareholder of this Company shall have any cumulative voting rights.

ARTICLE VI.

No shareholder of this Company shall have any preemptive rights by virtue of Section 607.0630 of the Florida Statutes (or similar provisions of future law) to subscribe for, purchase or acquire any shares of the Company of any class, whether unissued or now or hereafter authorized, or any obligations or other securities convertible into or exchangeable for any such shares.

ARTICLE VII.

Any action required or permitted to be taken at a meeting of the Board of Directors of this Company may be taken by written action signed by the number of directors that would be

required to take such action at a meeting of the Board of Directors at which all directors are present.

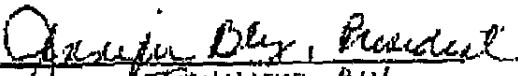
ARTICLE VIII.

No director of this Company shall be personally liable to the Company or its shareholders for monetary damages for breach of fiduciary duty by such director as a director; provided, however, that this Article VIII shall not eliminate or limit the liability of a director to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Company or its shareholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0834 of the Florida Statutes, as amended, (iv) for any transaction from which the director derived an improper personal benefit, or (v) for any act or omission occurring prior to the effective date of this Article VIII. If the Section 607.0831 of the Florida Statutes is hereinafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company in addition to the limitation and elimination of personal liability provided herein, shall be eliminated or limited to the fullest extent permitted by the Florida Statutes, as so amended. No amendment to or repeal of this Article VIII shall apply to, or have any effect on, the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

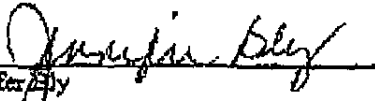
ARTICLE IX.

The Company shall indemnify its officers and directors to the fullest extent permissible under the provisions of Chapter 607.0850 of the Florida Statutes, as amended from time to time, or as required or permitted by other provisions of law. Any repeal or modification of this Article IX will be prospective only and will not adversely affect any right to indemnification of a director or officer of the Company existing at the time of such repeal or modification.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of October, 2003.


Name: JENNIFER BLY
Title: PRESIDENT

I hereby am familiar and accept the duties and responsibilities as Registered agent.


Jennifer Ely