

H21300



ACCOUNT NO. : 072100000032

REFERENCE : 393860 4721831

AUTHORIZATION :

Patricia Pizito

COST LIMIT : \$ 87.50

FILED
2001 NOV 14 AM 10:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : November 12, 2001

ORDER TIME : 8:14 AM

ORDER NO. : 393860-010

CUSTOMER NO: 4721831

CUSTOMER: Chris Reynoldson, Legal Asst
Koley Jessen P.C., A Limited
One Pacific Place, Suite #800
1125 South 103rd Street
Omaha, NE 68124

RECEIVED
01 NOV 14 AM 9:40
DEPARTMENT OF STATE
DIVISION OF CORPORATE AFFAIRS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

LEE LASER, INC.

600004678116--1

INTO

LEE LASER, INC.

EFFECTIVE DATE
12-31-01

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX (2) CERTIFIED COPY
 PLAIN STAMPED COPY

C. Caulliette NOV 14 2001

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

LEE LASER, INC., a Florida corporation, H21300

INTO

LEE LASER, INC.. a Delaware entity not qualified in Florida

File date: November 14, 2001, effective December 31, 2001

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032 .. Amount charged: 87.50

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

FILED

2001 NOV 14 AM 10:36

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
LEE LASER, INC., A FLORIDA CORPORATION
WITH AND INTO
LEE LASER, INC., A DELAWARE CORPORATION

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby adopt the following articles of merger.

1. Attached hereto as Exhibit "A" and incorporated herein by this reference is the Plan and Agreement of Merger for merging Lee Laser, Inc., a Florida corporation ("AC"), with and into Lee Laser, Inc., a Delaware corporation ("SC").

2. The shareholders of AC entitled to vote on the aforesaid Plan and Agreement of Merger approved and adopted the Plan and Agreement of Merger by written consent given by each of them on October 25, 2001 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

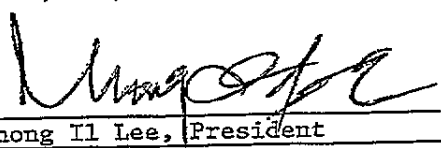
3. The merger of AC with and into SC is permitted by the laws of the jurisdiction of organization of SC and has been authorized in compliance with said laws. The date of the approval and adoption of the Plan and Agreement of Merger by each of the shareholders of SC was October 25, 2001.

4. The effective time and date of the merger herein provided for in the State of Florida shall be 11:59 p.m. Eastern Time on December 31, 2001.

Executed on the 25 day of October, 2001.

EFFECTIVE DATE
12-31-01

LEE LASER, INC., a Florida corporation, AC

By: 
Its: Chong Il Lee, President

LEE LASER, INC., a Delaware corporation, SC

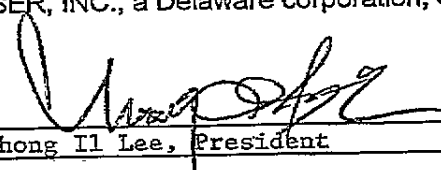
By: 
Its: Chong Il Lee, President

EXHIBIT "A"

PLAN AND AGREEMENT OF MERGER

OF

LEE LASER, INC., A FLORIDA CORPORATION

WITH AND INTO

LEE LASER, INC., A DELAWARE CORPORATION

This Plan and Agreement of Merger (this "Agreement") is made and entered into this 25 day of October, 2001, by and between Lee Laser, Inc., a Florida corporation, the acquired corporation ("AC"), and Lee Laser, Inc., a Delaware corporation, the surviving corporation ("SC").

WITNESSETH

WHEREAS, AC has authorized capital stock consisting of 3,000,000 shares of common stock with a par value of \$.01 per share, of which 2,298,000 shares have been duly issued and are now outstanding;

WHEREAS, SC has authorized capital stock consisting of 1,000 shares of common stock with a par value of \$1.00 per share, of which 1,000 shares have been duly issued and are now outstanding;

WHEREAS, the General Corporation Law of the State of Delaware permits the merger of a foreign corporation with and into a Delaware corporation;

WHEREAS, the Florida Business Corporation Act permits the merger of a Florida corporation with and into a foreign corporation;

WHEREAS, SC and AC desire to adopt this Agreement as a Plan of Reorganization and intend that the merger constitute a reorganization within the meaning of Section 368(a) of Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board of Directors of AC and the Board of Directors of SC deem it advisable and to the advantage, welfare and best interests of AC and SC and their respective stockholders that AC merge with and into SC under and pursuant to the provisions of the Florida Business Corporation Act and the General Corporation Law of the State of Delaware.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained in this Agreement and the mutual benefits hereby provided, the parties agree as follows:

1. **Merger.** AC shall, pursuant to the provisions of the Florida Business Corporation Act and the provisions of the General Corporation Law of the State of Delaware, be merged as of the Effective Time with and into SC.

2. **Effective Time.** The merger shall become effective at 11:59 p.m. Eastern Time on December 31, 2001 (the "Effective Time").
3. **Surviving Corporation.** SC shall survive the merger and continue to exist as the surviving corporation from and after the Effective Time under its present name and shall continue to be governed by the General Corporation Law of the State of Delaware. The separate corporate existence of AC shall cease at the Effective Time in accordance with the provisions of the Florida Business Corporation Act.
4. **Certificate of Incorporation.** The certificate of incorporation of SC in existence as of the Effective Time shall continue to be the certificate of incorporation of SC from and after the Effective Time until such certificate of incorporation shall be altered, amended or repealed in accordance with the provisions of such certificate of incorporation and/or the General Corporation Law of the State of Delaware.
5. **Bylaws.** The bylaws of SC in existence as of the Effective Time shall be the bylaws of SC following the Effective Time and shall continue in full force and effect unless and until the same shall be altered, amended or repealed in accordance with the provisions thereof and/or the General Corporation Law of the State of Delaware.
6. **Board of Directors and Officers.** The members of the board of directors and the officers of SC immediately after the Effective Time shall be those persons who were members of the board of directors and the officers, respectively, of SC immediately prior to the Effective Time, and such persons shall serve as the directors and officers, respectively, of SC until the election and qualification of their respective successors or until their term is otherwise terminated in accordance with the bylaws of SC.
7. **Cancellation of SC Stock.** At the Effective Time, each of the 1,000 shares of common stock of SC issued and outstanding immediately prior to the Effective Time shall be canceled, and no shares of common stock or other securities of SC shall be issued in respect thereof.
8. **Conversion of Outstanding AC Stock.** At the Effective Time, the 2,298,000 shares of the issued and outstanding common stock of AC and all rights in respect thereof shall be converted into 1,000 fully paid and nonassessable shares of common stock of SC. The holder of the certificate(s) representing the 2,298,000 shares of common stock of AC shall be required to immediately surrender such certificate(s) in exchange for a certificate representing 1,000 shares of common stock of SC. Upon the surrender of the certificate(s) representing the 2,298,000 shares of common stock of AC, SC will cause to be issued a certificate representing 1,000 shares of common stock of SC.
9. **Rights and Liabilities of SC.** At and after the Effective Time (a) SC shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, whether real, personal or mixed, of each of the parties hereto; (b) all debts due to AC on whatever account shall be vested in SC; (c) all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of SC as they were of the respective parties hereto; (d) the title to any real estate vested by deed or otherwise in AC shall not revert or be in

any way impaired by reason of the merger, but shall be vested in SC; (e) all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved and unimpaired, but limited in lien to the property affected by such lien at the Effective Time; and (f) all debts, liabilities and duties of the respective parties hereto shall thenceforth attach to SC and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and SC shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of, related to, caused by or in connection with the merger.

10. **Further Assurance of Title.** If at any time SC shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to SC any right, title or interest of AC held immediately prior to the Effective Time, AC and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in SC as shall be necessary to carry out the purposes of this Agreement, and SC and the proper officers and directors thereof are fully authorized to take any and all such action in the name of AC or otherwise.

11. **Filings.** In the event this Agreement shall have been fully approved and adopted upon behalf of AC in accordance with the provisions of the Florida Business Corporation Act and upon behalf of SC in accordance with the provisions of the General Corporation Law of the State of Delaware, the parties agree that they will cause to be executed, filed and recorded any documents, agreements, certificates or instruments prescribed by the laws of the State of Florida and by the laws of the State of Delaware, and that they shall cause to be performed all necessary acts within the State of Florida and the State of Delaware and elsewhere to effectuate the merger provided for in this Agreement.

12. **Representations and Warranties of AC.** AC represents, warrants and covenants to and/or with SC and its stockholder, their successors and assigns as follows: (a) AC is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; (b) the entire authorized capital of AC consists of 3,000,000 shares of common stock with a par value of \$.01 per share, of which 2,298,000 shares have been duly issued and are now outstanding; and (c) as of the date of execution of this Agreement, (i) AC has full power and authority to execute and deliver this Agreement, (ii) the execution and delivery of this Agreement and the complete effectuation of the transactions contemplated by this Agreement have been duly authorized, and (iii) this Agreement constitutes a valid, binding and enforceable obligation of AC.

13. **Representations and Warranties of SC.** SC represents, warrants and covenants to and/or with AC and its stockholder, their successors and assigns as follows: (a) SC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; (b) the entire authorized capital of SC consists of 1,000 shares of common stock with a par value of \$1.00 per share, of which 1,000 shares have been duly issued and are now outstanding; and (c) as of the date of execution of this Agreement, (i) SC has full power and authority to execute and deliver this Agreement, (ii) the execution and delivery of this Agreement and the complete effectuation of the transactions contemplated by this Agreement have been duly

authorized, and (iii) this Agreement constitutes a valid, binding and enforceable obligation of SC.

14. **Termination.** This Agreement may be terminated and abandoned by action of the board of directors of AC or SC at any time prior to the Effective Time, whether before or after the adoption of this Agreement by the stockholders of SC and/or AC. In the event this Agreement is terminated after this Agreement (or a certificate or similar document in lieu thereof) has been filed with the Secretary of State of the State of Delaware and/or the Department of State of the State of Florida but prior to the Effective Time, the parties shall file a certificate of termination or similar document with the Secretary of State of the State of Delaware in accordance with the General Corporation Law of the State of Delaware and/or with the Department of State of the State of Florida in accordance with the Florida Business Corporation Act.

15. **Amendment.** This Agreement may be amended by action of the board of directors of AC and SC at any time prior to the Effective Time, provided, however, if the amendment is made after the adoption of this Agreement by the stockholders of AC or SC, such amendment shall not (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of AC or SC, (b) alter or change any term of the certificate of incorporation of SC to be effected by the merger, or (c) alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of AC or SC. In the event that this Agreement is amended after this Agreement (or a certificate or similar document in lieu thereof) has been filed with the Secretary of State of the State of Delaware and/or the Department of State of the State of Florida but prior to the Effective Time, the parties shall file a certificate of amendment of merger or similar document with the Secretary of State of the State of Delaware in accordance with the General Corporation Law of the State of Delaware and/or with the Department of State of the State of Florida in accordance with the Florida Business Corporation Act.

16. **Plan of Reorganization.** AC and SC adopt this Agreement as a Plan of Reorganization and intend that the merger constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

17. **Expenses.** SC shall pay all expenses of carrying this Agreement into effect and accomplishing the merger.

18. **Survival.** All obligations, covenants, representations and warranties contained in this Agreement shall survive the closing and effectuation of this Agreement.

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

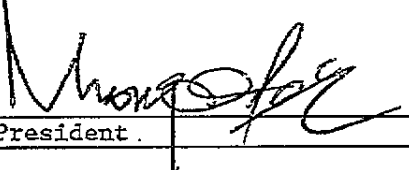
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed the day and year first above written.

LEE LASER, INC., a Florida corporation,
AC

By: 
Its: President

LEE LASER, INC., a Delaware corporation,
SC

By: 
Its: President