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K12436

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

CORPORATION(S) NAME

600002576666--2
-07/01/98--01004--008
*****70.00 *****70.00

Aim Ag Sub, Inc
with and into:
Aim Press, Inc

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Co. | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of R.A. |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

6-30-98

Thanks,
Jeff

Merger
7-1-98
CC

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

AIM AQSUB, INC., a Florida corporation, P98000046448

INTO

AIM PRESS, INC., a Florida corporation, K12436.

File date: June 30, 1998

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER
OF
AIM AQSUB, INC.
WITH AND INTO AIM PRESS, INC.**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned corporations enter into these Articles of Merger by which Aim AqSub, Inc., a Florida corporation, shall be merged with and into Aim Press, Inc., a Florida corporation, and Aim Press, Inc. shall be the surviving corporation, in accordance with a Plan of Merger (the "Plan"), adopted pursuant to Section 607.1103 of the Act, and the undersigned corporations hereby certify as follows:

FIRST, a copy of the Plan is attached hereto as Exhibit A and made a part hereof.

SECOND, the merger shall become effective at the time of filing on the date on which these Articles of Merger are filed with the Department of State of Florida.

THIRD, the Plan was adopted on June 26, 1998, pursuant to Section 607.1103 of the Act, by unanimous written consent of the directors and by unanimous written consent of the shareholders of Aim AqSub, Inc. pursuant to Section 607.0704 of the Act. The only voting group of Aim AqSub, Inc. entitled to vote on the adoption of the Plan consists of the holders of the corporation's common stock. The number of votes cast by such voting group was sufficient for approval by that group. The Plan was adopted on June 22, 1998, pursuant to Section 607.1103 of the Act, by unanimous written consent of the directors and by unanimous written consent of the shareholders of Aim Press, Inc. pursuant to Section 607.0704 of the Act. The only voting group of Aim Press, Inc. entitled to vote on the adoption of the Plan consists of the holders of the corporation's common stock. The number of votes cast by such voting group was sufficient for approval by that group.

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IN WITNESS WHEREOF, the undersigned corporations, acting by their respective officers, have executed these Articles of Merger as of the date first above written.

AIM AQSUB, INC., a Florida corporation

By: Evan Wildstein
Name: EVAN WILDSTEIN
Title: PRESIDENT

AIM PRESS, INC., a Florida corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned corporations, acting by their respective officers, have executed these Articles of Merger as of the date first above written.

AIM AQSUB, INC., a Florida corporation

By: _____
Name: _____
Title: _____

AIM PRESS, INC., a Florida corporation

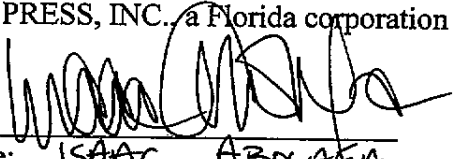
By: 
Name: ISAAC ABOLAFIA
Title: PRESIDENT

EXHIBIT A

PLAN OF MERGER

This Plan of Merger (the "Plan") provides for the merger of Aim AqSub, Inc., a Florida corporation (the "Merging Corporation"), with and into Aim Press, Inc., a Florida corporation (hereinafter referred to as the "Company" or the "Surviving Corporation"), as follows:

1. Merger. The Merging Corporation shall be merged (the "Merger") with and into the Surviving Corporation, the separate corporate existence of the Merging Corporation shall cease and the Surviving Corporation shall be the surviving corporation.

2. Articles of Incorporation and Bylaws. Upon the consummation of the Merger, the articles of incorporation and bylaws of the Surviving Corporation shall be the articles of incorporation and bylaws of Aim Press, Inc..

3. Effective Date. The Merger shall become effective on the date and at the time of filing of Articles of Merger with the Florida Department of State (the "Effective Date").

4. Conversion of Capital Stock of Merging Corporation. The capital stock of the Merging Corporation immediately prior to the Effective Date shall be converted into and become one share of capital stock of the Surviving Corporation with the same rights and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

5. Cancellation of Capital Stock of the Company. At the Effective Date, by virtue of the Merger and without any action by the shareholders of the Company, all of the Company's common stock ("Common Stock") as well as all of the Company's options and warrants (if any) issued and outstanding immediately prior to the Effective Date, shall be canceled and retired and converted into and become rights to receive the consideration described below in paragraph 6 (the "Merger Consideration") in the manner described in paragraph 6 below.

6. Merger Consideration. The Merger Consideration shall be payable as follows:

(a) By delivery of limited liability company membership units in the Merging Corporation's parent company to each of the Company's shareholders having an aggregate value equal to \$2,250,000 multiplied by each such shareholder's percentage ownership interest in the Company.

(b) By delivery to each Shareholder of the Company (in addition to the membership units delivered above in paragraph 6(a)) an amount of cash equal to \$8,000,000 multiplied by each shareholder's percentage ownership interest in the Company.

7. Surrender of Capital Stock of the Company. After the Effective Date, each holder of a certificate or certificates that immediately prior to the Effective Date represented outstanding shares of Common Stock shall surrender such certificate or certificates to the Surviving Corporation for cancellation, duly endorsed and executed as the Surviving Corporation may require, at which time the Merger Consideration applicable to such shares of Common Stock shall be delivered to such shareholder. At the Effective Date, the holders of certificates evidencing the Common Stock outstanding immediately prior to the Effective Date shall cease to have any rights with respect to such stock, and their sole right shall be to receive their respective portions of the Merger Consideration set forth above. All rights of the shareholders to receive Merger Consideration shall be deemed, when paid or issued hereunder, to have been paid or issued, as the case may be, in full satisfaction of all rights pertaining to the Common Stock, as applicable.

8. Effect of Merger. On the Effective Date, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and to all the property, real, personal and mixed, of the Merging Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of the creditors nor any liens on the property of the Merging Corporation shall be impaired by the Merger. If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Corporation and its officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Corporation, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Corporation, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger and otherwise to carry out the purposes of this Plan.

9. Abandonment. This Plan may be abandoned at any time prior to the Effective Date by the Merging Corporation or the Surviving Corporation, without further shareholder action and, if Articles of Merger have been filed with the Department of State of Florida, by filing a Notice of Abandonment with such Department.