

K47568



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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

Raser Tech Graphic Services

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<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Ordered By: _____

Date: _____

RECEIVED
98 JUN 29 PM 2:07
DIVISION OF CORPORATION

FILED
98 JUN 29 PM 3:58
SECRETARY OF STATE
TALLAHASSEE, FL 32304

6/30 *John Merger*

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

LASER SOLUTIONS, INC., a Florida corporation, P94000054530

SOUTH FLORIDA PRINTING, CORP., a Florida corporation, P94000054120

INTO

LASER TECH GRAPHIC SERVICES, INC., a Florida corporation, K47568.

File date: June 29, 1998

Corporate Specialist: Joy Moon-French

**ARTICLES OF MERGER
PURSUANT TO SECTIONS 1101 AND 1105
OF THE FLORIDA
BUSINESS CORPORATION ACT**

FILED
98 JUN 29 PM 3:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, being the respective, duly authorized and elected Presidents of Laser Tech Graphic Services, Inc., a Florida corporation ("Laser Tech"), Laser Solutions, Inc., a Florida corporation ("Solutions"), and South Florida Printing, Corp., a Florida corporation ("SFP"), hereby certify pursuant to Sections 1101 and 1105 of the Florida Business Corporation Act ("FBCA") as follows:

1. Attached hereto as Exhibit A and made an integral part of this certificate is a true, correct and complete copy of the signed Agreement of Merger and Plan of Reorganization (the "Reorganization Agreement") made and entered into as of June 25, 1998, by and among Laser Tech, Solutions and SFP.

2. The Reorganization Agreement provides for the Merger of Solutions and SFP with and into Laser Tech (the "Merger"). Laser Tech shall be the surviving corporation in the Merger.

3. The Reorganization Agreement was adopted by the unanimous written consent of the Directors and Shareholders of each of Laser Tech, Solutions, and SFP as of June 25, 1998.

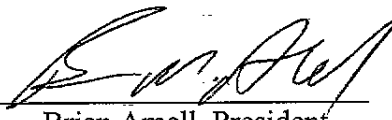
4. The Merger shall become effective immediately upon the filing of these Articles of Merger with the Department of State of the State of Florida in accordance with Sections 1101 and 1105 of the FBCA.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of June 25, 1998.

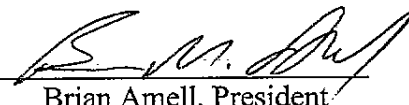
LASER TECH GRAPHIC SERVICES, INC.

By: 
Arthur Amell, President

LASER SOLUTIONS, INC.

By: 
Brian Amell, President

SOUTH FLORIDA PRINTING, CORP.

By: 
Brian Amell, President

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (the "Reorganization Agreement") is made and executed as of this 25th day of June, 1998, by and Laser Tech Graphic Services, Inc., a Florida corporation ("Laser Tech"), Laser Solutions, Inc., a Florida corporation ("Solutions"), and South Florida Printing, Corp., a Florida corporation ("SFP").

WITNESSETH:

WHEREAS, the issued and outstanding shares of common stock of Laser Tech are owned as follows:

	<u># of Shares</u>	<u>Certificate #s</u>
Brian Amell	515	#10, 15
Barbara Amell	190	#2, 12, 17
Drago Stoyanovich	150	#11, 16

WHEREAS, the issued and outstanding shares of common stock of Solutions are owned as follows:

	<u># of Shares</u>	<u>Certificate #s</u>
Brian Amell	658	# 6, # 7
Drago Stoyanovich	150	#4
Barbara Amell	142	#5

WHEREAS, the issued and outstanding shares of common stock of SFP are owned as follows:

	<u># of Shares</u>	<u>Certificate #s</u>
Laser Solutions, Inc.	600	#1
Claudio Cendan	93	#5
Laser Tech	266	#6

WHEREAS, Laser Tech, Solutions and SFP desire to effect a business combination and statutory merger of Solutions and SFP with and into Laser Tech upon the terms and conditions contained herein (the "Merger");

WHEREAS, Laser Tech, Solutions and SFP are sometimes hereinafter collectively referred to as the "Constituent Corporations";

WHEREAS, all of the Directors and all of the Shareholders of each of the Constituent Corporations have authorized the execution and delivery of this Reorganization Agreement and designated it as a plan of reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and as a

plan of merger within the provisions of Section 1101 of the Florida Business Corporation Act (the "FBCA");

NOW, THEREFORE, in consideration of the premises, of the mutual covenants, agreements, representations and warranties herein contained and for other good and valuable considerations, the receipt and sufficiency of which hereby are acknowledged, Laser Tech, Solutions and SFP hereby make this Reorganization Agreement and set forth the terms and conditions of the Merger and the mode of carrying the Merger into effect as follows:

ARTICLE I THE MERGER

1.01 The Merger. Upon the terms and subject to the satisfaction of the conditions precedent contained in this Reorganization Agreement, the Merger shall be completed pursuant to the provisions of, and with the effect provided in, the FBCA. Upon the Merger and at the Effective Time (as hereinafter defined), Laser Tech, Solutions and SFP shall be merged into a single surviving corporation, incorporated under the FBCA, which corporation shall be Laser Tech (the "Surviving Corporation"). The corporate existence of Laser Tech, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger.

1.02 Effective Time of the Merger. If (a) all conditions precedent to the Merger have either been satisfied or waived and (b) this Reorganization Agreement and the Merger are not thereafter terminated as permitted by the provisions of this Reorganization Agreement, then duly executed articles of merger (the "Articles of Merger") shall be filed with the Department of State of the State of Florida (the "Florida Department of State") in the manner provided in Section 1105 of the FBCA. The Merger shall become effective immediately upon the filing of such Articles of Merger (the "Effective Time") with the Florida Department of State, which date shall be the Closing Date (as hereinafter defined).

1.03 Legal Effect. At the Effective Time, the separate existence of Solutions and SFP shall cease and the Surviving Corporation, as the survivor in the Merger, shall possess all of the their respective rights, privileges, powers and franchises, and shall be subject to all of their respective restrictions, disabilities and duties, as set forth in Section 1106 of the FBCA.

1.04 Name. At the Effective Time, the name of the Surviving Corporation shall be "Laser Tech Graphic Services, Inc."

1.05 Articles of Incorporation. The Articles of Incorporation of Laser Tech as in effect at the Effective Time (the "Laser Tech Articles") shall be the Articles of Incorporation of the Surviving Corporation (the "Surviving Corporation Articles") until amended in accordance with its applicable provisions and the FBCA.

1.06 Bylaws. The Bylaws of Laser Tech as in effect at the Effective Time (the "Laser Tech Bylaws") shall be the Bylaws of the Surviving Corporation (the "Surviving

Corporation Bylaws") until amended in accordance with its applicable provisions, the Surviving Corporation Articles and the FBCA.

1.07 Directors and Officers. The directors and officers of Laser Tech immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation at the Effective Time and shall serve until their respective successors shall have been duly elected or appointed and qualified or until their earlier resignation, removal or death in accordance with the Surviving Corporation Articles and the Surviving Corporation Bylaws.

1.08 Further Assurances. If at any time after the Effective Time, the Surviving Corporation shall consider it advisable that any further conveyances, deeds, agreements, documents, instruments and assurances in law or any other things are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, assets, rights, privileges, powers and franchises of Solutions and SFP or to otherwise carryout the purposes of this Reorganization Agreement, Solutions and SFP and their officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such conveyances, deeds, agreements, documents, instruments and assurances in law, and to do any and all things necessary or proper to vest, perfect, confirm or record title to and possession of such property, assets, rights, privileges, powers and franchises in the Surviving Corporation and otherwise to carry out the purposes of this Reorganization Agreement, and the officers and directors of the Surviving Corporation are authorized in the name and on behalf of Solutions and SFP or otherwise to take any and all such action.

ARTICLE II CONVERSION AND EXCHANGE OF SHARES

2.01 Shares of the Surviving Corporation. The authorized number and par value of shares of all classes of capital stock of Laser Tech immediately prior to the Effective Time shall be the authorized number and par value of shares of the classes of capital stock of the Surviving Corporation from and after the Effective Time until changed in accordance with the applicable provisions of the Surviving Corporation Articles and the FBCA.

2.02 Cancellation of Shares; Issuance of New Shares. By virtue of the Merger and without any action on the part of the holders thereof, each share of common stock of each of Laser Tech, Solutions and SFP issued and outstanding immediately prior to the Effective Time shall be canceled and retired and all rights in respect thereof shall cease to exist, and in their stead new shares of the common stock, par value \$1.00 per share, of Laser Tech shall be issued to the individuals listed below and in the denominations set forth by each of their names, all of which new shares shall be validly issued, fully paid, and nonassessable upon such issuance:

	Number of Shares of <u>Laser Tech Graphic Services, Inc.</u>
Brian Amell	590
Barbara Amell	170
Drago Stoyanovich	140
Claudio Cendan	100

ARTICLE III CLOSING

The closing (the "Closing") of the Merger shall take place at such time (the "Closing Date") and place as shall be mutually agreed by the parties.

ARTICLE IV TERMINATION AND ABANDONMENT

This Reorganization Agreement may be terminated, without liability on the part of any party to the other, at any time before the Closing Date by mutual consent of the Boards of Directors of Laser Tech, Solutions and SFP, or the respective Presidents thereof, pursuant to duly delegated authority.

ARTICLE V MISCELLANEOUS

6.01 Binding Effect. This Reorganization Agreement shall be binding upon and shall inure to the benefit of the corporate parties hereto and their respective successors and permitted assigns.

6.02 Headings. The headings in this Reorganization Agreement have been inserted solely for ease of reference and shall not be considered in the interpretation or construction of this Reorganization Agreement.

6.03 Counterparts. This Reorganization Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

6.04 Governing Law. This Reorganization Agreement shall be construed in accordance with the laws of the State of Florida without regard to any applicable conflicts of law.

6.05 Expenses. Except as otherwise herein provided, Laser Tech shall pay the costs and expenses incurred or to be incurred in connection with the transactions contemplated by this Reorganization Agreement.

6.06 Entire Agreement. This Reorganization Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all other prior agreements, understandings and letters related hereto.

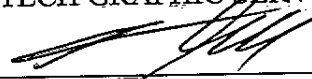
6.07 Singular and Plural. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular includes the plural. Wherever the context so requires, the masculine shall refer to the feminine, the neuter shall refer to the masculine or the feminine, the singular shall refer to the plural, and vice versa.

6.08 Rights of Third Parties. This Reorganization Agreement shall not create any legal rights in any person or entity other than the parties to this Reorganization Agreement.

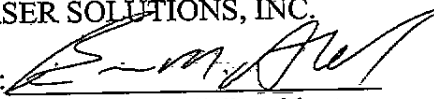
6.09 Amendment. This Reorganization Agreement may be amended or supplemented by the parties hereto. The parties hereto shall make such technical changes to this Reorganization Agreement, not inconsistent with the purposes hereof, as may be required to effect or facilitate any governmental approval or acceptance of the Merger or of this Reorganization Agreement or to effect or facilitate any filing or recording required for the consummation of any of the transactions contemplated hereby. This Reorganization Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, Laser Tech, Solutions and SFP have caused this Reorganization Agreement to be executed by their respective duly authorized officer as of the day and year first above written.

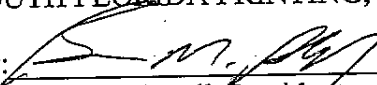
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