

102000025720

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

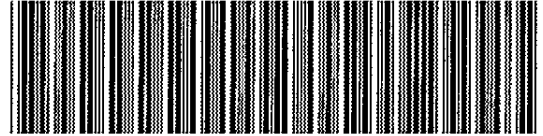
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

16-03 *[Signature]*

Office Use Only



100009683201

FILED

03 JAN -2 PM 3:07

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED

03 JAN -2 PM 4:05

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



ACCOUNT NO. : 072100000032

REFERENCE : 876407 4331939

AUTHORIZATION :

COST LIMIT : \$ 90.00

*Patricia Pigute*

ORDER DATE : December 31, 2002

ORDER TIME : 1:56 PM

ORDER NO. : 876407-005

CUSTOMER NO: 4331939

CUSTOMER: Ms. Susan A. Kozman  
Greenberg Traurig, P.a.  
515 East Las Olas Boulevard  
Suite 1500  
Fort Lauderdale, FL 33301

FILED  
03 JAN - 2 PM 3:09  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

GSG HOLDINGS, INC.

INTO

U.S. IMAGING SOLUTIONS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight EX 1156

EXAMINER'S INITIALS: \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

January 3, 2003

CSC  
SUSIE KNIGHT

SUBJECT: GSG HOLDINGS, INC.  
Ref. Number: P99000068224

**RESUBMIT**

Please give original  
submission date as file date

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

03 JAN -2 PM 3:09

**FILED**

We have received your document for GSG HOLDINGS, INC. and the authorization to debit your account in the amount of \$90.00. However, the document has not been filed and is being returned for the following:

PLEASE GIVE THE DOCUMENT NUMBER FOR U.S. IMAGING SOLUTIONS, LLC BECAUSE WE SHOW 2 ON OUR RECORDS.

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

If you have any questions concerning the filing of your document, please call (850) 245-6097.

Marsha Thomas  
Document Specialist

Letter Number: 203A00000326

*Hi Marsha, This is the  
one I spoke to you  
about. Only 1 LLC.  
Thank  
Susie*

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

GSG HOLDINGS, INC. A FLORIDA ENTITY P99000068224

INTO

U.S. IMAGING SOLUTIONS, LLC, a Florida entity, L02000025770

File date: January 2, 2003

Corporate Specialist: Marsha Thomas

Account number: 072100000032

Amount charged: 90.00

FILED  
03 JAN -2 PM 3:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

12/30/2002 10:14

NO.257 0008

ARTICLES OF MERGER

of

GSG HOLDINGS, INC.  
(a Florida corporation)

into

U.S. IMAGING SOLUTIONS, LLC  
(a Florida limited liability company)

SECRETARY OF S.A.C.  
TALLAHASSEE, FLORIDA

03 JAN - 2 PM 3:09

FILED

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act and Section 607.1104 of the Florida Business Corporation Act, GSG HOLDINGS, INC., a Florida corporation (the "Subsidiary"), and U.S. IMAGING SOLUTIONS, LLC, a Florida limited liability company (the "Surviving Company"), hereby adopt the following Articles of Merger for the purpose of merging the Subsidiary with and into the Surviving Company (the "Merger"). All of the outstanding shares of capital stock of the Subsidiary are held by the Surviving Company.

1. The Subsidiary shall be merged with and into the Surviving Company in accordance with the Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A, which is incorporated herein and constitutes part of these Articles of Merger.

2. The Plan of Merger was approved in writing as of January 1, 2003, by all of the managers and members of the Surviving Company in accordance with Section 608.4381 of the Florida Limited Liability Company Act.

3. The Plan of Merger was approved in writing as of January 1, 2002 by the Board of Directors and the sole shareholder of the Subsidiary in accordance with Section 607.1104 of the Florida Business Corporation Act.

4. The merger shall become effective as of January 2, 2003.

IN WITNESS WHEREOF, each of the Surviving Company and the Subsidiary have caused these Articles of Merger to be signed in their names and on their behalf by their respective authorized officers as of the 1st day of January, 2003.

U.S. IMAGING SOLUTIONS, LLC

By: Sean C. Guerin  
Name: Sean C. Guerin  
Title: Manager and President

GSG HOLDINGS, INC.

By: Sean C. Guerin  
Name: Sean C. Guerin  
Title: President

Sent by: Greenberg, Traurig  
12/30/2002 10:14

954 765 1477;

12/30/02 4:16PM; Jelfax #831; Page 3/7

NO.257 0009

**EXHIBIT A**

**Plan of Merger**

See attached.

**FILED**  
03 JAN -2 PM 3:09  
CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER**

of

**GSG HOLDINGS, INC.**  
(a Florida corporation)

with and into

**U.S. IMAGING SOLUTIONS, LLC**  
(a Florida limited liability company)

FILED  
03 JAN -2 PM 3:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of January, 2003, by and between **GSG HOLDINGS, INC.**, a Florida corporation (the "Subsidiary") and **U.S. IMAGING SOLUTIONS, LLC**, a Florida limited liability company (the "Surviving Company"). The Subsidiary and the Surviving Company being hereinafter sometimes referred to, collectively, as the "Constituent Companies."

**WITNESETH:**

**WHEREAS**, all of the outstanding shares of capital stock of the Subsidiary are held by the Surviving Company; and

**WHEREAS**, the parties desire that the Subsidiary merge into the Surviving Company in a manner that conforms to Sections 608.438 through 608.4383 of the Florida Limited Liability Act and Section 607.1104 of the Florida Business Corporation Act.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Subsidiary shall merge into the Surviving Company in accordance with the laws of the State of Florida.

2. **Effective Date.** The merger shall become effective as of January 2, 2003 (the "Effective Date").

3. **Rights of the Surviving Limited Liability Company.** Upon the Effective Date: (a) the Subsidiary and the Surviving Company shall become a single limited liability company and the separate corporate existence of the Subsidiary shall cease; (b) the Surviving Company shall succeed to and possess all of the rights, privileges, powers and immunities of the Subsidiary, which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Subsidiary of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including, without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Subsidiary, shall vest in the Surviving Company without further act or deed and the title to any real property or other property vested by deed or otherwise in the Subsidiary shall not revert or in any way be impaired by reason of the merger; (c) all rights of creditors and all liens upon any property of the Constituent Companies shall be unimpaired; the

03 JAN - 2 PM 3:09

FILED

Surviving Company shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Companies and all debts, liabilities and obligations of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it, provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Companies, and (d) without limitation of the foregoing provisions of this Section 3, all corporate and limited liability company acts, plans, policies, contracts, approvals and authorizations of the Constituent Companies, their members, shareholders, directors, managers, committees elected or appointed by the members, shareholders, directors or managers, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Company as they were with respect to the Constituent Companies.

4. Articles of Organization, Limited Liability Company Operating Agreement and Members of Surviving Company. As of the Effective Date: (a) the Articles of Organization of the Surviving Company shall continue as the Articles of Organization of the Surviving Company until amended in the manner provided by law; (b) the Operating Agreement of the Surviving Company shall continue as the Operating Agreement of the Surviving Company until amended in the manner provided by law; and (c) the members of the Surviving Company shall remain the members of the Surviving Company.

5. Manner and Basis of Conversion of Interests. As of the Effective Date: (a) the membership interests (and any rights to acquire membership interests) of the members of the Surviving Company shall remain unaffected by the merger and (b) the shareholders of the Subsidiary shall receive for their shares of capital stock (and any rights to acquire shares of capital stock) of the Subsidiary no membership interest in the Surviving Company, cash or other property.

6. Rights of Dissenting Shareholders of the Subsidiary. The shareholders of the Subsidiary who, except for the applicability of Section 607.1104 of the Florida Business Corporation Act, would be entitled to vote and who dissent from the merger pursuant to Section 607.1320 of the Florida Business Corporation Act, may be entitled, if they comply with the provisions of the Florida Business Corporation Act regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

7. Names and Addresses of the Managers of Surviving Company. The names and addresses of the managers of the Surviving Company are as set forth on Schedule "A" attached hereto and hereby incorporated herein.

8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the merger, and supersedes all prior agreements, written or oral, with respect thereto.

9. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by all



parties to this Agreement, or, in the case of a waiver, by the party waiving compliance.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

12. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

U.S. IMAGING SOLUTIONS, LLC

By: 

Name: Sean C. Guerin

Title: Manager and President

GSG HOLDINGS, INC.

By: 

Name: Sean C. Guerin

Title: President

12/30/2002 10:14

NO. 257 D007

**SCHEDULE "A"**

**Names and Addresses of the Managers of the Surviving Company**

**HHL, L.L.C.**  
450 East Las Olas Boulevard  
Ft. Lauderdale, FL 33301

**SHP, L.L.C.**  
1080 S.E. Third Avenue  
Ft. Lauderdale, FL 33316

**Sean C. Guerin**  
6500 N.W. 21<sup>st</sup> Avenue  
Fort Lauderdale, FL 33309

**Britt Sikes**  
6500 N.W. 21<sup>st</sup> Avenue  
Fort Lauderdale, FL 33309

**Frank E. Gernert**  
6500 N.W. 21<sup>st</sup> Avenue  
Fort Lauderdale, FL 33309

**Charles Alvarez**  
6500 N.W. 21<sup>st</sup> Avenue  
Fort Lauderdale, FL 33309

**FILED**  
03 JAN - 2 PM 3:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA