

HOLLAND & KNIGHT

Requestor's Name
315 SOUTH CALHOUN STREET
Address
Tallahassee, Florida 32301
City/State/Zip Phone #
224-7000

FILED
98 AUG 28 AM 11:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Web Expert Inc. L92109
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

RECEIVED
98 AUG 28 AM 10:22
DIVISION OF CORPORATION

☐ Walk-in

☒ Pick up time 2:00

☒ Certified Copy

☐ Mail-out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<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

*Merger to be
effective 8/31/98*

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

700002627397--2
-08/28/98--01004--031
****122.50 ****122.50

EFFECTIVE DATE
8-31-98

Examiner's Initials

me 8/28

ARTICLES OF MERGER
Merger Sheet

MERGING:

WEB EXPORT, INC., a Florida corporation, L92109

INTO

WEI HOLDING CORP., a Georgia corporation not qualified in Florida

File date: August 28, 1998, effective August 31, 1998

Corporate Specialist: Teresa Brown

EFFECTIVE DATE
8-31-98

**ARTICLES AND PLAN OF MERGER
BETWEEN
WEB EXPORT, INC.
AND
WEI HOLDING CORP.**

98 AUG 28 AM 11:45
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act and Section 14-2-04 1101 of the Georgia Corporation Code, WEI Holding Corp., a Georgia corporation (the "Survivor") and Web Export, Inc., a Florida corporation (the "Merging Corporation"), hereby adopt the following Articles and Plan of Merger for the purpose of effecting the merger of the Merging Corporation into the Survivor, which will be the surviving corporation (the "Merger").

ARTICLE I

The Agreement and Plan of Merger effecting the Merger of the Merging Corporation with and into the Survivor is attached hereto and made a part of these Articles of Merger as Exhibit "A".

ARTICLE II

The name of the surviving corporation is WEI Holding Corp.

ARTICLE III

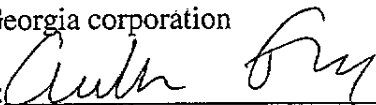
The effective date of the Merger shall be upon the later of the filing of these Articles of Merger with the Secretary of State of Florida and the Secretary of State of Georgia.

ARTICLE IV

The Agreement and Plan of Merger was adopted by the Survivor by the unanimous written consent of its Board of Directors on August 26, 1998 and by the affirmative vote of the holders of a majority of the Survivor's outstanding shares of common stock on August 26, 1998. The Agreement and Plan of Merger was adopted by the Merging Corporation by unanimous written consent of its Board of Directors on August 26, 1998 and by the written consent of its sole shareholder on August 26, 1998.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 26th day of August, 1998.

WEI HOLDING CORP.,
a Georgia corporation

By: 
Anthony Fiore, President

WEB EXPORT, INC.,
a Florida corporation

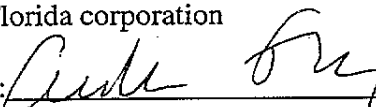
By: 
Anthony Fiore, President

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER BETWEEN
WEI Holding Corp.
AND
Web Export, Inc.**

This Agreement and Plan of Merger made and entered into as of the 31st day of August, 1998, (hereinafter referred to as the "Agreement") by and between, Web Export, Inc. a Florida Corporation duly authorized to transact business in Georgia (hereinafter referred to as "Web") and WEI Holding Corp., a Georgia corporation (hereinafter referred to as "WEI")(said corporations being hereinafter sometimes referred to as the "Constituent Corporations"):

WITNESSETH

WHEREAS, WEI is a corporation duly organized and validly existing under the laws of the State of Georgia; and

WHEREAS, Web is a corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, the Boards of Directors of each Constituent Corporation deem it advisable and for the benefit of each and their respective shareholders that Web merge into WEI.

NOW THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties subject to the approval and adoption of this Agreement by the respective shareholders of each of the Constituent Corporations, and subject to the conditions hereinafter set forth, that Web be merged into WEI (hereinafter sometimes referred to as the "Surviving Corporation"), the corporate existence of which shall be continued under the name of the Articles of Incorporation of WEI HOLDING CORP. until changed by Articles of Amendment to WEI Holding Corp., and thereafter the individual existence of Web shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying them into effect and the manner of converting the shares of Web into securities of the Surviving Corporation are and shall be as follows:

1.

The acts and things required to be done by the Georgia Business Corporation Code (the "Code") to make this Agreement effective, including the submission of this Agreement to the shareholders of both of the Constituent Corporations and the filing of the Articles of Merger or Certificate of Merger in the manner provided for in the Code, shall be attended to and done by the proper officers of the Constituent Corporations as soon as practicable and in no event later than August 31, 1998.

2.

The Articles of Incorporation of WEI [as heretofore amended] shall on the effective date of the merger, August 31, 1998, (the "Effective Date") be the Articles of Incorporation of the Surviving

Corporation, and shall on the Effective Date be deemed to be further amended to read as set forth in Exhibit "B" annexed hereto and made part hereof with the same force and effect as if herein set forth in full. From and after the Effective Date and until further amended as provided by law, said Exhibit "B", separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the Surviving Corporation; and in addition to the powers conferred on it by statute, the Surviving Corporation shall have the powers set forth therein and shall be governed by the provisions thereof.

3.

Until altered, amended or repealed as therein provided, the Bylaws of WEI as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation.

4.

Upon the merger contemplated herein becoming effective, the directors of the Surviving Corporation shall be as follows:

Name of Director:

Anthony Fiore

Address:

**4675 North Shallowford Rd., Suite 112
Atlanta, GA 30338**

These persons shall hold office until the next annual meeting of the shareholders of the Surviving Corporation and until their respective successors are elected in accordance with the Bylaws of the Surviving Corporation. If on the Effective Date any vacancy shall exist on the Board of Directors of the Surviving Corporation, the vacancy shall be filled in the manner specified in the Bylaws of the Surviving Corporation which shall issue one thousand new shares of \$1 par common stock in exchange for the 1000 shares of Web being exchanged in this merger.

5.

(a) Upon the effective Date of the merger:

(i) Each share of the capital stock of WEI issued and outstanding immediately prior to the Effective Date shall continue unchanged and shall continue to evidence the same number of shares of capital stock of the Surviving Corporation.

(ii) Each share of the capital stock of Web shall be converted into one share of the capital stock of the Surviving Corporation.

(b) From and after the Effective Date, each holder of any of the shares to be converted as above provided shall be entitled, upon presentation and surrender to the Surviving Corporation of the certificates representing such shares, to receive in exchange therefore certificates representing the number of whole shares of the stock of the Surviving Corporation into which such shares shall have been converted. The surrendered shares shall be canceled. Until so surrendered, each outstanding certificate which prior to the Effective Date of the merger represented capital stock of Web shall be deemed for all corporate purposes except payment of dividends to evidence ownership of the number of shares of the Surviving Corporation in to which the same shall have been converted. Until any outstanding certificate shall be so surrendered, no dividends payable as of any date subsequent to the Effective Date on the capital stock of the Surviving Corporation

into which the shares represented by such outstanding certificates shall have been converted shall be paid to the record holders of the certificate, but upon the surrender of any outstanding certificate, there shall be paid to the record holder thereof the amount of dividends which theretofore had become payable with respect to the shares of capital stock of the Surviving Corporation into which such certificate shall have been converted.

(c) Upon the Effective Date of the merger, the Surviving Corporation by its Board of Directors, may determine in relation to any fractions of a share issuable upon conversion of capital shares of Web into shares of the Surviving Corporation:

- (i) To issue such fractions of share to the holders entitled thereto; or
- (ii) To pay in cash the fair value of fractions of a share to the holders entitled thereto; or
- (iii) To issue scrip for such fractions of a share in such form and under such terms and conditions respecting the purchase, exchange, sale, forfeiture, or other disposition thereof as it may decide.

6.

Upon the Effective Date, every other corporation party to the merger shall merge into the Surviving Corporation and the separate existence of every corporation except the Surviving Corporation shall cease, and in accordance with the terms of this Agreement, the title to all real estate and other property owned by each corporation party to the merger shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all of the liabilities of each corporation party to the merger; any proceeding pending against any corporation party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the corporation whose existence ceased; the Articles of Incorporation of the Surviving Corporation shall be amended to the extent provided herein; and the shares of each corporation party to the merger that are to be converted into shares, obligations or other securities of the Surviving Corporation or any other corporation or into cash or other property shall be converted and the former holders of the shares shall be entitled only to the rights provided in this Agreement or to their rights under Article 13 of the Code. The Articles of Incorporation of WEI shall be and are hereby changed so that the name of the Surviving Corporation shall be "Web Export, Inc."

7.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Web, the proper officers and directors of Web shall and will execute and make all proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

8.

From the date of this Agreement until the Effective Date or until the abandonment of the merger pursuant to the provision hereof:

(a) Web and WEI shall continue to conduct their respective businesses in the ordinary course, and neither Web nor WEI shall, without the prior written consent of the other, engage in any transaction or incur any obligation except in the ordinary course of business or as otherwise authorized by this Agreement. Without limiting the foregoing, neither Web nor WEI shall during the foregoing period, without the prior consent of the other:

- (i) amend its Articles of Incorporation, except as may be necessary to carry out this Agreement or as required by law.
- (ii) borrow any money, other than short term borrowings in the ordinary course of business.
- (iii) issue, sell, encumber, or otherwise dispose of any shares of its capital stock.
- (iv) declare, authorize, or pay any dividend on, make any distribution in respect of, redeem or acquire for value any shares of its capital stock, directly or indirectly.
- (v) sell, lease or otherwise dispose of any part of its property or assets, except in the ordinary course of business; enter into any new plans or agreement for the benefit of officers of employees or increase the benefits under any existing such plan.
- (vi) make any purchase of real estate, personal property, merchandise, or securities, except in the ordinary course of business.

(b) Web and WEI shall each make available for examination by the other as requested, in addition to its audited financial statements, any inventory and other detailed records in support of such statements; records of important contracts, commitments, leases, licensing agreements, deeds, title insurance policies, patents, trademarks, service marks, and other evidences of interest or ownership of property; details and status of the various funds, plans, profit sharing and deferred compensation agreements, if any, stock option plans and other provisions of either party for the benefit of its officers and employees, income tax returns, audit material and related data; information concerning claims, litigation threatened, or pending, and all other information relevant to their respective businesses and to the merger herein contemplated;

(c) With respect to all leases and other interests or instruments under which either Web or WEI is obligated to obtain a consent prior to the merger herein contemplated to comply with the conditions thereof or to vest an interest therein in the Surviving Corporation, WEB or WEI respectively, will exercise all reasonable efforts to obtain such consent.

9.

Web represents and warrants to WEI the following:

(a) Web is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification, specifically including, but not limited to, the State of Georgia.

(b) All outstanding shares of Web are validly issued, fully paid and nonassessable.

(c) Web has authorized capital stock and at August 31, 1998 had 1000 outstanding shares as set forth in the balance sheet.

(d) All federal, state and other tax returns and reports that are required by law to be filed by Web have been duly filed and all taxes, assessments, fees, and other governmental charges shown to be due on said returns and reports have been paid. All of the federal income tax returns of Web have been or will be filed in good faith for all years through the fiscal year ended August 31, 1998; and all assessments asserted with respect to such years have been paid or provision has been made therefor.

(e) Since January 1, 1998 there has not been (i) any material adverse change in the financial condition or in the operation, business, or property of Web from that shown on its December 31, 1997 balance sheet; (ii) any damage, destruction, or loss, whether covered by insurance or not, materially affecting the operations, business, or property of Web; (iii) any declaration, setting aside, or payment of any dividend, or any distribution in respect of the capital stock of Web, or any redemption, purchase, or other acquisition of such stock; or (iv) any labor trouble other than routine grievance matters, none of which is material.

(f) Web has good title to all of its property and assets, real and personal, reflected in its December 31, 1997 balance sheet (except properties and assets sold or otherwise disposed of since that date in the ordinary course of business) free and clear of all security deeds and security interests, mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except as reflected in said balance sheet and except (i) liens for current taxes not yet due and payable, and (ii) such imperfections of title, easements, and encumbrances, if any, as are not substantial in character, amount or extent, and do not materially detract from the value, or interfere with the present or proposed use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. All leases pursuant to which Web leases any substantial amount of real personal property, are in good standing, valid, and effective according to their respective terms, and there is not under any such leases an existing default or event of default or event which, with notice or lapse of time or both, would constitute a default and in respect of which Web has not taken adequate steps to prevent a default from occurring. The plants, structures and equipment of Web that are necessary to its operation of its business are in good condition and repair, subject only to reasonable wear and tear.

(g) There is no suit, action or litigation, administrative, arbitration, or other proceedings, or any change in the zoning or building ordinances affecting the real property or leasehold interests of Web pending or (to the knowledge of the management of Web) threatened which might materially and adversely affect the overall financial condition, business or property of Web. Web has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, or orders applicable to its business.

(h) The execution of this Agreement has been duly authorized by the Board of Directors of Web and no further corporate action is necessary for the execution hereof. Neither the execution and delivery of this Agreement, nor the consummation of the transactions provided for herein, will violate any material agreement to which Web is a party or by which it is bound or any provisions of the Articles of Incorporation or Bylaws of Web or any law, order, or decree (except that such consummation is subject to shareholder approval as set forth herein).

(i) Except to the extent heretofore disclosed to WEI in writing, Web is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects, or so far as Web can now foresee, may in the future materially and adversely affect the business operations, prospects, properties, assets, or condition, financial or otherwise, of Web.

10.

WEI represents and warrants to Web the following:

(a) WEI is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification.

(b) All of the outstanding shares of WEI are validly issued, fully paid and nonassessable.

(c) WEI has authorized capital stock and at August 31, 1998 had 500 outstanding shares as set forth in the balance sheet.

(d) All federal, state and other tax returns and reports that are required by law to be filed by WEI have been duly filed and all taxes, assessments, fees, and other governmental charges shown to be due on said returns and reports have been paid.

(e) Since June 30, 1998 there has not been (i) any material adverse change in the financial condition or in the operation, business, or property of WEI; (ii) any damage, destruction, or loss, whether covered by insurance or not, materially affecting the operations, business, or property of WEI; (iii) any declaration, setting aside, or payment of any dividend, or any distribution in respect of the capital stock of WEI, or any redemption, purchase, or other acquisition of such stock; or (iv) any labor trouble other than routine grievance matters, none of which is material.

(f) WEI has good title to all of its property and assets, real and personal, free and clear of all security interests and security deeds, mortgages, liens, pledged, charges or encumbrances of any nature whatsoever, except as reflected in said balance sheet and except (i) liens for current taxes not yet due and payable, and (ii) such imperfections of title, easements, and encumbrances, if any, as are not substantial in character, amount or extent, and do not materially detract from the value, or interfere with the present or proposed use, of the property subject thereto or affected

thereby, or otherwise materially impair business operations. All leases pursuant to which WEI leases any substantial amount of real or personal property, are in good standing, valid, and effective according to their respective terms, and there is not under any such leases and existing default or event of default or event which, with notice or lapse of time of both, would constitute a default and in respect of which WEI has not taken adequate steps to prevent a default from occurring. The plants, structures and equipment of WEI that are necessary to its operation of its business are in good condition and repair, subject only to reasonable wear and tear.

(g) There is no suit, action or litigation, administrative, arbitration, or other proceedings, or any change in the zoning or building ordinances affecting the real property or leasehold interests of WEI pending or (to the knowledge of the management of WEI) threatened which might materially and adversely affect the overall financial condition, business or property of WEI. WEI has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, or orders applicable to its business.

(h) The execution of this Agreement has been duly authorized by the Board of Directors of WEI and no further corporate action is necessary for the execution hereof. Neither the execution and delivery of this Agreement, nor the consummation of the transactions provided for herein, will violate any material agreement to which WEI is a party or by which it is bound or any provisions of the Articles of Incorporation or Bylaws of WEI or any law, order, or decree (except that such consummation is subject to shareholder approval as set forth herein).

(i) Except to the extent heretofore disclosed to Web in writing, WEI is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree, rule or regulation which material and adversely affects, or so far as WEI can now foresee, may in the future materially and adversely affect the business operations, prospects, properties, assets, or condition, financial or otherwise, of WEI.

11.

Anything herein to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger:

(a) By mutual consent of the Board of Directors of both Constituent Corporations, expressed in an instrument in writing signed on behalf of each by its Shareholders and Directors.

(b) By the Board of Directors of either of the Constituent Corporations if, in the opinion of such Board, the merger is impracticable by reason of the possible exercise of such statutory rights of appraisal and payment for shares as the shareholders of such corporations deemed impracticable unless valid exercise of such statutory rights shall have been duly made, pursuant to the applicable provisions of the Code, by holders of shares which, but for the exercise of such rights of appraisal and payment, would represent after the Effective Date at least seventy-five percent of the maximum number of capital shares of the Surviving Corporation which could result from the merger.

(c) By the Board of Directors of either of the Constituent Corporations, if this Agreement is not duly approved by the shareholders of the Constituent Corporations prior to the 31st day of

August, 1998, or such later date as the Board of Directors of Web and WEI shall mutually approve.

(d) By the Board of Directors of Web if WEI shall not have received from Joe Rodgers, CPA in form and substance satisfactory to it, an opinion to the effect that the contemplated transaction between Web and WEI is a "reorganization" as that term is defined in Section 368(a) of the Internal Revenue Code of 1986, as amended; that no gain or loss will be recognized for federal income tax purposes to Web by reason of such transaction or to shareholders of Web by reason of the conversion of their shares in such transaction, except for those shareholders of Web who may dissent and receive the value of their shares in appraisal or other proceedings and except for those shareholders of Web for whose accounts certificates for fractions of a share, or scrip certificates issued in lieu of fractions of a share, are sold, or payment is received in cash for such fractions of a share, who may realize taxable gain or loss, which gain will not exceed the proceeds of such sale or payments in cash.

(e) By the Board of Directors of Web if WEI shall fail to deliver, on or before August 31, 1998, an opinion of Alexander P. LeVorse, P.C. with respect to WEI, and by the Board of Directors of WEI if Web shall fail to deliver, on or before August 31, 1998, an opinion of Holland & Knight, LLP (unless WEI waives this requirement in writing) with respect to Web stating in substance:

(i) that the Corporation to which such opinion related is duly organized and in good standing under the laws of the State of its incorporation and is duly authorized to engage in the business in which it is engaged.

(ii) That the issued and outstanding shares of such corporation are duly authorized, validly issued, fully paid and nonassessable.

(iii) That this Agreement has been duly authorized, executed and delivered by such corporation, and that such corporation has full power and authority to do so and to comply with all of the terms, covenants, and provisions hereof.

(iv) That such counsel know of no material, pending, or threatened litigation involving such corporation other than as stated herein.

(v) That the consummation of the merger of the Constituent Corporations on the terms and conditions herein stated will not violate any applicable provisions of any indenture, or will result in a breach of or constitute a default under any mortgage, security deed, security instrument, deed of trust, or other agreement or instrument.

(g) By the Board of Directors of either corporation if the other shall pay or declare any dividend on its outstanding shares or shall in any way alter its capital structure, between the date hereof and August 31, 1998.

(h) By the Board of Directors of either corporation if the other shall, without its consent, engage in or become obligated to engage in, any material transaction outside the ordinary course of its business between the date hereof and August 31, 1998.

In the event of termination or abandonment as herein provided, the party so electing shall give written notice thereof to the other party to this Agreement.

12.

If the merger contemplated hereby becomes effective, all expenses incurred hereunder shall be borne by the Surviving Corporation. If, for any reason other than breach of the covenants of the parties set forth herein, the merger shall not become effective or shall be abandoned, then each of the Constituent Corporations shall bear its own expenses, separately incurred in connection herewith, with no liability to the other party hereto, and each shall pay one-half of the expenses incurred by them jointly.

13.

All notices, waivers, consents or requests required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery of when deposited in the United States mail, adequate postage prepaid, in an envelope properly addressed as follows:

(a) In the case of WEI, to: Mr. Anthony Fiore
4675 North Shallowford Rd., Suite 112
Atlanta, GA 30338

With a copy to: Alexander P. LeVorse, Esq.
5784 Lake Forrest Dr., Suite 219
Atlanta, GA 30328

(b) In the case of Web, to: Mr. Anthony Fiore
4675 North Shallowford Rd., Suite 112
Atlanta, GA 30338

With a copy to: Alexander P. LeVorse, Esq.
5784 Lake Forrest Dr., Suite 219
Atlanta, GA 30328

14.

Each of the constituent Corporations represents to the other that it has not incurred and will not incur any liability for brokerage fees or agents' commissions in connection with the Agreement and the merger contemplated hereby.

15.

The warranties and representation of the Constituent Corporations contained in paragraphs 10 and 11 of this Agreement are material inducements to the entry into this Agreement and performance hereunder and shall survive the Effective Date and consummation or lack of consummation of the transactions hereunder contemplated.

16.

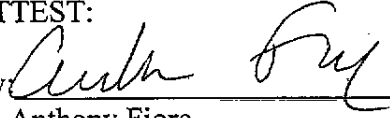
At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates, as may be mutually determined by the Board of Directors of the Constituent Corporations to be necessary, desirable, or expedient to clarify the intentions of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated, in accordance with

the purpose and intent of this Agreement.

IN WITNESS WHEREOF, WEI HOLDING CORP. and WEB EXPORT, INC. have each caused this Agreement and Plan of Merger to be executed under seal on their respective behalf and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officers on the 31st day of August, 1998.

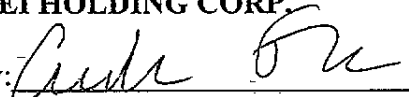
ATTEST:

By:


Anthony Fiore
Secretary

WEI HOLDING CORP.

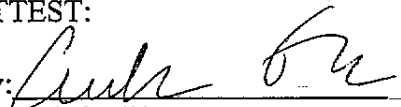
By:


Anthony Fiore, as its President

[CORPORATE SEAL]

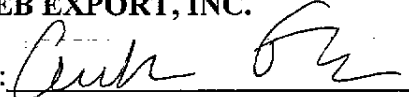
ATTEST:

By:


Anthony Fiore
Secretary

WEB EXPORT, INC.

By:


Anthony Fiore, as its President

[CORPORATE SEAL]

ARTICLES OF INCORPORATION

OF

WEI HOLDING CORP.

ARTICLE I

NAME

The name of the corporation is

WEI HOLDING CORP.

ARTICLE II

ORGANIZATION

The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code.

ARTICLE III

PERIOD OF DURATION

The Corporation shall have perpetual duration.

ARTICLE IV

PURPOSES AND POWERS

Section 4.1 - General - The purposes for which the corporation is organized are as follows:

(a) To buy, renovate, recondition, remanufacture, market and sell used printing equipment and machinery, and all activities ancillary thereto.

(b) To buy, sell, mortgage, exchange, lease, rent, improve, develop, hold for investment or otherwise, use, and operate real estate of all kinds, improved or unimproved, and any right or interest therein.

EXHIBIT B

(c) To engage in any other lawful act or activity for which corporations of this class may now or hereafter be organized under the Business Corporation Code of the State of Georgia..

Section 4.2 - Powers - The Corporation shall have the power to do all and everything necessary, suitable or proper for the accomplishment of any of the foregoing purposes or the attainment of any of the objectives herein set forth, and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the Corporation. Without limiting the foregoing, the Corporation shall have and exercise all of the powers specified in Official Code of Georgia Annotated, Section 14-2-21 and may exercise any and all powers that may hereafter be granted to corporations of this class under the laws of the State of Georgia.

Section 4.3 - Purposes and Powers in Foreign Jurisdictions - The Corporation shall be authorized to carry out any or all of the foregoing purposes, either alone or in association with any individuals, associations, partnerships or other corporations, in any state, territory, district or possession of the United States, or in any foreign country, to the extent that such purposes or powers are not forbidden by the law of such state, territory, district or possession of the United States, or by such foreign country.

ARTICLE V

AUTHORIZED SHARES

Section 5.1 - Number -- The aggregate number of shares of common stock that the Corporation shall have authority to issue is 100,000,000 shares of common stock with one dollar par value per share.

Section 5.2 - Dividends - The holders of the outstanding stock shall be entitled to receive, when and as declared by the Board of Directors, solely out of the unreserved and unrestricted earned surplus of the Corporation or out of the unrestricted net earnings of the current fiscal year, dividends payable either in cash, in property, or in shares of the common stock of the Corporation.

ARTICLE VI

ACTIONS IN LIEU OF MEETING

Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number votes that would be necessary to authorize or take such action at a meeting of which all shares entitled to vote were present and voted, provided that action by less than unanimous written consent may not be taken with respect to any election of directors as to which shareholders would be entitled to cumulative voting. Further, provided, that no change may be made to this

Article unless such change is approved by unanimous written consent of those persons who would be entitled to vote at such meeting. A written consent executed pursuant to this Article shall have the same force and effect as a vote at a meeting of the shares represented on the consent so executed, provided that notice of such action by less than unanimous written consent is provided to each shareholder of record not represented thereby within ten days.

ARTICLE VII

CHANGES IN BYLAWS

Action by the stockholders with respect to the bylaws of the Corporation shall be taken only by an affirmative vote of two-thirds of all shares entitled to elect directors, and action by the directors with respect to the bylaws shall be taken only by an affirmative vote of two-thirds of all directors then holding office.

ARTICLE VIII

MINIMUM CAPITAL

The corporation shall not commence business until it shall have received not less than \$500.00 in payment for the issuance of shares of its common stock.

ARTICLE IX

REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation shall be 5784 Lake Forrest Drive, Suite 219, Atlanta, Georgia 30328. The initial registered agent of the corporation at such address shall be Alexander P. LeVorse. The Mailing address of the Corporation's

principal office is 105 Industrial Park Drive, Cumming, Forsyth County, Georgia 30040.

ARTICLE X

BOARD OF DIRECTORS

The name and address of each member of the initial Board of Directors of the Corporation consisting of 1 member is set forth below:

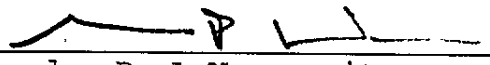
Mr. Anthony Fiore
105 Industrial Park Drive
Cumming, GA 30340

ARTICLE XI
INCORPORATOR

The name and address of each incorporator of the corporation is as follows:

Mr. Anthony Fiore
105 Industrial Park Drive
Cumming, GA 30340

IN WITNESS WHEREOF, the undersigned, as attorney for the incorporator has executed these Articles of Incorporation.

By: 
Alexander P. LeVorse, its
counsel
Attorney for Incorporator

5784 Lake Forrest Drive
Suite 219
Atlanta, GA 30328
404-257-0066

SECRETARY OF STATE
MAY 19 2 55 PM '98
BSR (3)

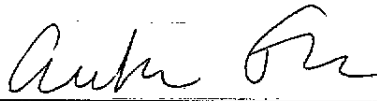
**SPECIAL SHAREHOLDER AND DIRECTOR CONSENT TO ACTION
IN LIEU OF SPECIAL MEETING OF WEI HOLDING CORP.**

The undersigned, being all Shareholders and Directors of WEI Holding Corp. (The "Corporation"), hereby unanimously waive formal notice of the time and place of a special meeting of the Corporation, under O.C.G.A. §14-2-705, and this date hereby authorize, adopt and ratify the following actions of the Corporation and its Officers and Directors under O.C.G.A. §§14-2-112(d), 14-2-149, 14-2-1103 and 14-2-1105:

1. The Officers and Director believe that it is in the best economic and business interests of the Corporation to enter into a merger with Web Export, Inc. on the terms and conditions set forth in the Agreement and Plan of Merger between the parties, a true and correct copy of which is attached hereto as Exhibit "A".
2. As reflected in the Agreement and Plan of Merger, the effective date of the Merger shall be August 31, 1998, and WEI Holding Corp. shall be the Surviving Corporation following the merger.
3. The fiscal year of the Surviving Corporation shall continue to run from September 1 through August 31 of each succeeding calendar year.
4. The Officers and Directors are hereby authorized and directed to take all steps necessary and provident to effect the execution of the Agreement and Plan of Merger and to carry out its terms and conditions.

The Secretary of the Corporation is hereby directed to place a copy of this Consent in the corporate minute book. This Consent shall have the same force and effect as an action taken at a special meeting of the undersigned duly convened.

Executed as of August 31, 1998.



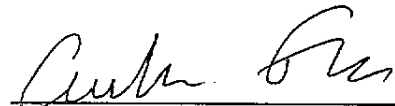
Anthony Fiore, Sole Shareholder and
Director

CERTIFICATE

The undersigned, being the duly constituted Secretary of WEI Holding Corp. hereby certifies that the foregoing Special Shareholder and Director Consent to Action in Lieu of Special Meeting of WEI Holding Corp. was duly and unanimously approved by all Shareholders and Directors of the Corporation. The President of the Corporation, Mr. Anthony Fiore, has the power and authority to execute the Agreement and Plan of Merger on behalf of WEI Holding Corp.

Certified as of the 31st day of August, 1998.

WEI HOLDING CORP.



Anthony Fiore, as Secretary

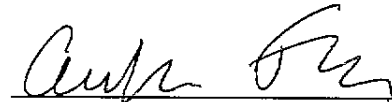
[CORPORATE SEAL]

CERTIFICATE

The undersigned, being the duly constituted Secretary of Web Export, Inc. hereby certifies that the foregoing Special Shareholder and Director Consent to Action in Lieu of Special Meeting of Web Export, Inc. was duly and unanimously approved by all Shareholders and Directors of the Corporation. The President of the Corporation, Mr. Anthony Fiore, has the power and authority to execute the Agreement and Plan of Merger on behalf of Web Export, Inc.

Certified as of the 31st day of August, 1998.

WEB EXPORT, INC.


Anthony Fiore, as Secretary

[CORPORATE SEAL]

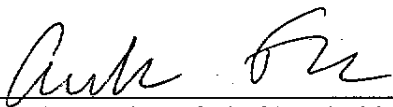
**SPECIAL SHAREHOLDER AND DIRECTOR CONSENT TO ACTION
IN LIEU OF SPECIAL MEETING OF WEB EXPORT, INC.**

The undersigned, being all Shareholders and Directors of Web Export, Inc., a Florida corporation, (the "Corporation"), hereby unanimously waive formal notice of the time and place of a special meeting of the Corporation and this date hereby authorize, adopt and ratify the following actions of the Corporation and its Officers and Directors:

1. The Officers and Director believe that it is in the best economic and business interests of the Corporation to enter into a merger with WEI Holding Corp. on the terms and conditions set forth in the Agreement and Plan of Merger between the parties, a true and correct copy of which is attached hereto as Exhibit "A".
2. As reflected in the Agreement and Plan of Merger, the effective date of the Merger shall be August 31, 1998, and WEI Holding Corp. shall be the Surviving Corporation following the merger.
3. The fiscal year of the Surviving Corporation shall continue to run from September 1 through August 31 of each succeeding calendar year.
4. The Officers and Directors are hereby authorized and directed to take all steps necessary and provident to effect the execution of the Agreement and Plan of Merger and to carry out its terms and conditions.

The Secretary of the Corporation is hereby directed to place a copy of this Consent in the corporate minute book. This Consent shall have the same force and effect as an action taken at a special meeting of the undersigned duly convened.

Executed as of August 31, 1998.



Anthony Fiore, Sole Shareholder and
Director