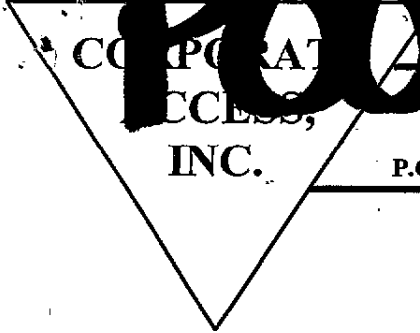


PO00000086934



236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

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1.) Rose Graphic Services Inc.
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2.) _____
(CORPORATE NAME & DOCUMENT #)

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*****87.50 *****87.50

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

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DIVISION OF CORPORATIONS
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SUFFICIENCY OF FILING

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SECRETARY OF STATE
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6/26/01

ARTICLES OF MERGER
Merger Sheet

MERGING:

ROSE GRAPHICS, INC., a Florida corporation P97000012475

INTO

ROSE GRAPHIC SERVICES, INC., a Florida entity, P00000086934

File date: June 26, 2001 Effective date June 30, 2001

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE
6/30/01

FILED
01 JUN 26 PM 1:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned Florida corporations adopt the following Articles of Merger for the purpose of merging them into one corporation:

FIRST: The name and jurisdiction of the surviving corporation is:
Rose Graphic Services, Inc. - State of Florida

SECOND: The name and jurisdiction of the merging corporation is
Rose Graphics, Inc. - State of Florida

THIRD: The Agreement and Plan of Merger is attached hereto.

FOURTH: The merger shall become effective on June 30, 2001.

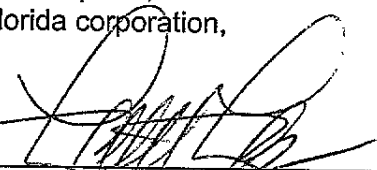
FIFTH: The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on June 22, 2001.

SIXTH: The Agreement and Plan of Merger was adopted by the sole shareholder of the merging corporation on June 22, 2001.

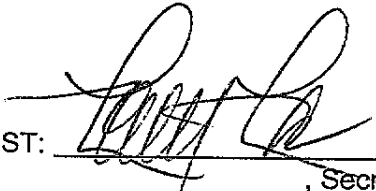
IN WITNESS WHEREOF, the constituent corporations have caused these Articles of Merger to be executed on their behalf by each of its President and acknowledged by each of its Secretary.

DATED: June 25, 2001.

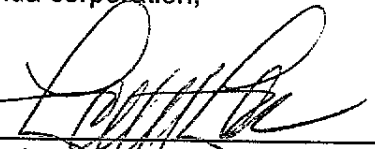
Rose Graphics, Inc.
a Florida corporation,

By: 
Lewis M. Levin, President


[CORPORATE SEAL]

ATTEST: 
Secretary

Rose Graphic Services, Inc.
a Florida corporation,

By: 
Lewis M. Levin, President

[CORPORATE SEAL]

ATTEST: 
Secretary

AGREEMENT AND PLAN OF MERGER

OF

ROSE GRAPHICS, INC., a Florida corporation

AND

ROSE GRAPHIC SERVICES, INC., a Florida corporation

The following Agreement and Plan of Merger has been submitted to and approved by the Boards of Directors and Sole Shareholder of Rose Graphics, Inc., a Florida corporation (hereafter referred to as the "Merging Corporation") , and the Board of Directors and Shareholders of Rose Graphic Services, Inc., a Florida corporation (hereafter referred to as the "Surviving Corporation").

1. Surviving Corporation. The Merging Corporation shall merge with and into the Surviving Corporation no later than June 30, 2001 (the "Merger"). After the Merger, the name of the Surviving Corporation will continue to be "Rose Graphic Services, Inc." Upon the Merger becoming effective, the corporate existence of the Merging Corporation shall cease and only the corporate existence of the Surviving Corporation will continue.

2. Conversion of Shares. As of the Effective Date (as defined in Section 7 hereof) of the Merger, the issued and outstanding shares of the Merging Corporation and Surviving Corporation will be converted and exchanged as follows:

(a) Merging Corporation's Common Stock. All of the shares of the One Dollar (\$1.00) par value common stock of the Merging Corporation (the "Merging Corporation's Common Stock") issued and outstanding immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action on the part of the holder thereof, be cancelled. No cash or other property shall be given as consideration for the cancellation of such shares.

(b) Surviving Corporation's Common Stock. Each share of \$1.00 par value common stock of Surviving Corporation (the "Surviving Corporation's Common Stock") issued and outstanding immediately prior to the Effective Date, and all rights to payment of dividends declared with respect to the Surviving Corporation's Common Stock, shall, solely by virtue of the Merger and without any action by the holder thereof, remain unchanged. On the Effective Date, the Sole Shareholder of the Merging Corporation shall deliver to the Surviving Corporation the Share Certificates representing all of the shares of each of the Merging Corporation's Common Stock owned by such Shareholder, duly endorsed in blank. The Surviving Corporation hereby agrees that, upon receipt of such Share Certificate from the Sole Shareholder of the Merging Corporation, the Surviving Corporation shall cancel said shares. As of the Effective Date, each share of the Merging Corporation's Common Stock held in the Merging Corporation's treasury immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action by the holder thereof, be canceled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof.

3. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation.

4. Bylaws. The Bylaws of Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Corporation and shall not be amended by the Merger.

5. Directors. The Directors of the Surviving Corporation immediately prior to the Effective Date shall be the Directors of the Surviving Corporation and will hold office from the Effective Date until their respective successors are duly elected and qualified, or until their earlier resignation or removal, or as otherwise provided by law.

6. Officers. The officers of the Surviving Corporation immediately prior to the Effective Date shall be the officers of the Surviving Corporation and shall hold office from the Effective Date until their respective successors are duly elected and qualified, or until their earlier resignation or removal, or as otherwise provided by law.

7. Effective Date. The Merger shall become effective as of the time and date of the filing of Articles of Merger with the Department of State of the State of Florida, or at the time specified in the Articles of Merger, if later than the time of filing. The Articles of Merger shall be so filed as soon as practicable after the Closing and the Merger shall be effective on June 30, 2001. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

8. Effect of Merger. As of the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Merging Corporation and the Surviving Corporation; and all singular rights, privileges, powers and franchises of the Merging Corporation and the Surviving Corporation, and all property, real, personal and mixed, and all debts due to the Merging Corporation or the Surviving Corporation on whatever account shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, including leasehold interests, shall be thereafter effectively, the property of the Surviving Corporation as they were of the Merging Corporation, and the title to any real estate vested by deed or by otherwise in the Merging Corporation, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of any of the Merging Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Corporation shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

9. Notice of General Provisions. All notices, requests, waivers and other communications required or permitted to be given pursuant to this agreement shall be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or mailed registered or certified first-class mail, postage prepaid, as follows:

Rose Graphics, Inc., a Florida corporation
600 West 84th Street
Hialeah, Florida 33014
ATTENTION: Lewis M. Levin, President

Rose Graphic Services, Inc., a Florida corporation
600 West 84th Street
Hialeah, Florida 33014
ATTENTION: Lewis M. Levin, President

10. Further Assurances. After the Effective Date, the Surviving Corporation may execute and deliver any deed or assignment or other document or certificate which the Surviving Corporation determines necessary or desirable to carry out the purposes of the above described Agreement and Plan of Merger, and the Surviving Corporation and the Merging Corporation agree that the proper officers and directors of the Surviving Corporation or of the Merging Corporation are fully authorized in the name of the Surviving Corporation or otherwise to execute such documents or certificates.

11. Entire Understanding. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, among the parties hereto with respect to the subject matter hereof.


12. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Headings. The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

14. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 22nd day of June, 2001.

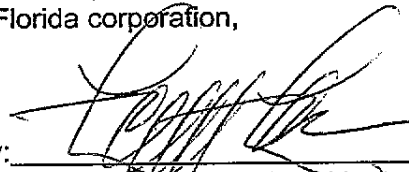
Rose Graphics, Inc.
a Florida corporation,

By: 
Lewis M. Levin, President

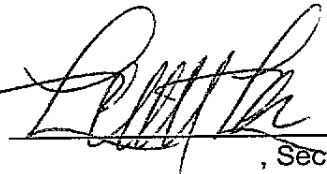
[CORPORATE SEAL]

ATTEST: 
Secretary

Rose Graphic Services, Inc.
a Florida corporation,

By: 
Lewis M. Levin, President

[CORPORATE SEAL]

ATTEST: 
Secretary