

**POS000081419**

Division of Corporations

Page 1 of 1

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**MERGER OR SHARE EXCHANGE**

**BRAVERA, INC.**

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**ARTICLES OF MERGER**

**MERGING**

**WORKFLOW SYSTEMS OF NORTH AMERICA, LLC,**  
a Maryland limited liability company  
(ID No. W05080866)

**WITH AND INTO**

**BRAVERA, INC.,**  
a Florida corporation  
(Document No. P05000081419)

WORKFLOW SYSTEMS, INC., a Maryland corporation, ID No. W05080866 (the "Merging Company") and BRAVERA, INC., Florida corporation, Document No. P05000081419 (the "Surviving Company"), hereby certify that:

**FIRST:** The name and state of incorporation of each of the constituent entities of the merger are Workflow Systems of North America, LLC, a Maryland limited liability company, and Bravera, Inc., a Florida corporation.

**SECOND:** The Merging Company, having its principal office at 4938 Hampden Lane, Bethesda, Montgomery County, Maryland 20814, filed its Articles of Organization with the State Department of Assessments and Taxation of Maryland ("SDAT") on September 3, 1998.

**THIRD:** The Surviving Company, having its principal office at 526 East Park Avenue, Tallahassee, Leon County, Florida, 32301, filed its Articles of Incorporation with the Florida Department of State on June 6, 2003.

**FOURTH:** The Merging Company and the Surviving Company agree that the Merging Company shall be merged with and into the Surviving Company pursuant to an Agreement and Plan of Merger dated as of September 1, 2003 between the Merging Company and the Surviving Company (the "Merger Agreement"), a copy of which is attached hereto and incorporated by reference herein as Exhibit A.

**FIFTH:** Notwithstanding the effective date of this filing, for the purposes of federal and state taxes and the financial books and records of the Merging Company and the Surviving Company, the merger shall be effective as of September 1, 2003.

**SIXTH:** The Merger Agreement was approved by the Merging Company by the unanimous written consent of all members, in accordance with its Articles of Organization, Operating Agreement, and the Maryland Limited Liability Company Act.

**SEVENTH:** The Merging Company has one class of membership interests.

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**EIGHTH:** The Surviving Company is authorized to issue One Million (1,000,000) shares of common stock with a par value of \$0.01 per share. The aggregate par value of the shares of common stock is \$10,000. The Surviving Company shall continue to only have common stock with a par value of \$0.01 per share.

**NINTH:** The Merger Agreement meets the requirements of Section 607.1108 of the Florida Business Corporations Act (the "Act") and was approved by the Surviving Company by the unanimous written consent of all directors in accordance with its Articles of Incorporation, Bylaws, and the Act.

**TENTH:** The Merger shall become effective upon the approval and acceptance of these Articles of Merger by the SDAT and the Florida Department of State.

**ELEVENTH:** The name of the surviving entity in the merger is Bravera, Inc., a Florida corporation.

**TWELFTH:** The Articles of Incorporation of the Surviving Company shall be the Articles of Incorporation of the Surviving Company in the merger.

**THIRTEENTH:** The Surviving Company agrees that it may be served process in the State of Maryland in any action, suit or proceeding for the enforcement of any obligation of the Merging Company that arose before the merger.

**FOURTEENTH:** The Surviving Company hereby irrevocably appoints the SDAT to serve as its agent to accept service of process in any action, suit or proceeding to enforce any obligation or the rights of dissenting members of the Merging Company, and the SDAT may mail a copy of any process to the Surviving Company at its registered office.

**FIFTEENTH:** The mailing address of the Surviving Company's registered office in the State of Florida is c/o HIQ Corporate Services, 1574 Village Square Boulevard, Tallahassee, Florida 32309.

**SIXTEENTH:** A copy of the Merger Agreement will be furnished by the Surviving Company, on request and without cost, to any member of the Merging Company or to any shareholder of the Surviving Company.

**SEVENTEENTH:** Neither the Surviving Company nor the Merging Company owns any interest in real property in the State of Maryland.

**EIGHTEENTH:** Notwithstanding the effective date of this filing, for the purposes of Federal and State taxes and the financial books and records of the Merging Entities and the Surviving Corporation, the merger shall be effective as of September 1, 2005.

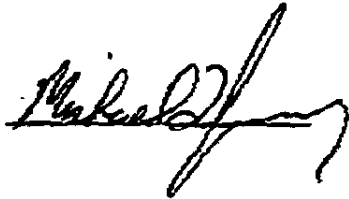
**NINETEENTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective articles of organization or articles of incorporation of either party to this merger.

IN WITNESS WHEREOF, the Merging Company and Surviving Company has caused these Articles of Merger to be signed in their respective names and on their behalf as of September 1, 2005.

ATTEST/WITNESS:

Merging Company:

WORKFLOW SYSTEMS OF NORTH AMERICA, LLC,  
a Maryland limited liability company

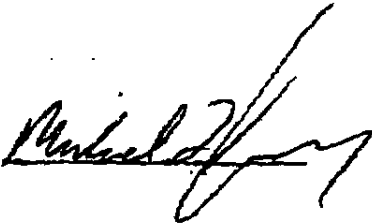


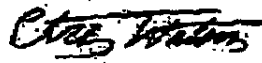
By:   
Christopher Watson, Manager

ATTEST/WITNESS:

Surviving Company:

BRAVERA, INC.,  
a Florida corporation



By:   
Christopher Watson, President and CEO

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PAGE 08/14

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of September 1, 2005 by and between Workflow Systems of North America, LLC, a Maryland limited liability company (the "Merging Company"), and Bravera, Inc., a Florida corporation (the "Surviving Company").

**Recitals**

A. WHEREAS, each of the Merging Company and the Surviving Company desires that the Merging Company merge with and into the Surviving Company pursuant to the terms and subject to the conditions of this Agreement;

B. WHEREAS, the Merging Company caused its Articles of Organization to be filed with the Maryland State Department of Assessments and Taxation on September 3, 1998;

C. WHEREAS, each member of the Merging Company currently owns the percentage of membership interests of the Merging Company that is set forth opposite such member's name on Schedule 1 attached hereto under the caption "Percentage Interests Held";

D. WHEREAS, the Surviving Company caused its Articles of Incorporation to be filed with the Florida Department of State on June 6, 2005;

E. WHEREAS, the Surviving Company is authorized to issue one million (1,000,000) shares of common stock, \$0.01 par value;

F. WHEREAS, the name and address of the resident agent of the Merging Company in the State of Florida are: HIQ Corporate Services, Inc., 1574 Village Square Boulevard, Tallahassee, Florida 32309;

G. WHEREAS, the Surviving Company currently has one hundred (100) shares of common stock issued and outstanding as set forth opposite the names of its respective shareholders as set forth on Schedule 2 attached hereto under the caption "Number of Shares Issued and Outstanding";

H. WHEREAS, the name and address of the registered agent of the Surviving Company in the State of Maryland are: Maryland State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201-2395; and

I. WHEREAS, the Surviving Company's mailing address in Florida is: 1574 Village Square Boulevard, Tallahassee, Florida 32309.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the Merging Company and the Surviving Company hereby agree as follows:

1. At the time as of which the merger shall become effective (the "Effective Time"), the Merging Company shall be merged with and into the Surviving Company in accordance with provisions of the Maryland Limited Liability Company Act and the Florida Business Corporations Act, whereupon the separate existence of the Merging Company shall cease, and the Surviving Company shall be the entity surviving the Merger. Notwithstanding the Effective Time specified in the Articles of Merger filed with and accepted for record by each such State, the effective date of this Agreement shall be September 1, 2005.

2. The Articles of Incorporation of the Surviving Company, as in effect at the Effective Time, shall continue in full force and effect as the Articles of Incorporation of the Surviving Company.

3. The manner and basis of converting or exchanging outstanding membership interests of the Merging Company into common stock shares of the Surviving Company shall be as follows:

(a) Each member of the Merging Company at the Effective Time shall, by virtue of the merger and without any further action by the Surviving Company or the holder thereof, receive one (1) share of common stock of the Surviving Company for each one-percent (1%) of membership interest held in the Merging Company held by such member.

(b) The number of shares of common stock of the Surviving Company that will be issued and outstanding to each member of the Merging Company is set forth opposite such member's name on Schedule 1 attached hereto under the caption "Number of Common Stock Shares Issuable".

(c) Promptly after the Effective Time, any outstanding certificates representing membership interests in the Merging Company shall be deemed cancelled and of no further force or effect.

4. The terms and conditions of the Merger are as follows:

(a) The Bylaws of the Surviving Company, as in effect at the Effective Time, shall continue in full force and effect as the Bylaws of the Surviving Company, as amended to reflect the new shares issued and outstanding, until otherwise altered, amended or repealed as therein provided.

(b) The President and officers of the Surviving Company as of the Effective Time shall be and remain the President and officers of the Surviving Company and shall continue to act as such, until their respective successor(s) are elected and qualified.

(c) The merger shall become effective upon acceptance of the Articles of Merger by the Maryland State Department of Assessments and Taxation and the Florida Department of State.

(d) At the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind, nature, and description of the Merging Company shall be transferred to, vested in, and devolved upon the Surviving Company without further act or deed, and all property, rights, and every other interest of the Merging Company and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Merging Company and the Surviving Company, respectively. All rights of creditors of the Merging Company and all liens upon any property of the Merging Company shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Company shall attach to the Surviving Company and may be enforced against the Surviving Company to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Company.

(e) At any time, or from time to time, after the Effective Time, any manager or officer of the Merging Company or the President of the Surviving Company, may, in the name of the Merging Company, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and conform to the Surviving Company title to and possession of any property of the Merging Company acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes thereof, and the President of the Surviving Company is fully authorized in the name of the Merging Company or otherwise to take any and all such action.

5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to its conflicts of laws provisions.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior discussions, understandings, and agreements (whether oral or written) between them with respect thereto. No amendment to, or modification or waiver of, any of the terms of this Agreement shall be valid unless in writing and signed by the party against whom enforcement of such amendment, modification or waiver is sought.

8. Each of the parties hereto agrees to furnish such information, to do all acts and things, and to execute and deliver such agreements, documents, certificates, and instruments as shall from time to time be reasonably required to effectuate the terms and provisions of this Agreement.

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

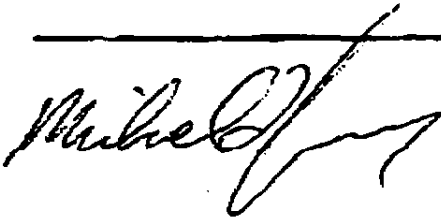


IN WITNESS WHEREOF, the Merging Company and the Surviving Company have caused this Agreement to be executed under seal as of the date first above written.

ATTEST/WITNESS:

Merging Company:

WORKFLOW SYSTEMS OF NORTH AMERICA, LLC,  
a Maryland limited liability company

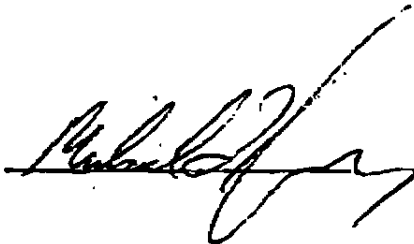


By:  (SEAL)  
Christopher Watson, Manager and Member

ATTEST/WITNESS:

Surviving Company:

BRAVERA, INC.  
a Florida corporation



By:  (SEAL)  
Christopher Watson, President

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**Schedule 1**  
**(List of Members of Merging Company)**

<b><u>Members</u></b>	<b><u>Percentage Interests Held</u></b>	<b><u>Number of Common Stock Shares Issuable</u></b>
Christopher Watson	100	100

**Schedule 2**  
**(List of Shareholders of Surviving Company)**

<u>Shareholders</u>	<u>Number of Shares Held Pre-Merger</u>	<u>Number of Shares Held Post-Merger</u>
Christopher Watson 300 Buckaley Lane, #305 Daniel Island, SC 29492	100	200