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LAW OFFICES  
ZEMEL AND KAUFMAN, P.A.

TURNBERRY PLAZA

~~2875 NORTHEAST 191ST STREET~~

~~CONCORDE CENTER DRIVE~~

~~SUITE 304~~

~~AVENTURA, FLORIDA 33180~~

4700-B Sheridan St.  
Hollywood, FL 33021

December 24, 1998

VIA FEDERAL EXPRESS

FRANKLIN L. ZEMEL

OF COUNSEL

HERBERT C. ZEMEL

SHIRLEY Z. KAUFMAN

TELEPHONE (305) 932-5055  
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FILED  
98 DEC 28 PM 3:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
1/1/99

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-12/28/98-01037-005  
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Secretary of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

RE: Merger of Lithochrome (USA) and Florida Prep, Inc. into Digital Color Technologies

To whom it may concern:

I enclose herewith the following originals:

- a. Articles of Merger of Lithochrome (USA), Inc. and Florida Prep, Inc. into Digital Color Technologies, Inc. attached thereto the Plan of Merger of Lithochrome (USA), Inc. and Florida Prep, Inc. into Digital Color Technologies, Inc.;
- b. Consent;
- c. Florida Prep, Inc.'s Resolution of the Directors re: Merger of Lithochrome (USA), Inc. and Florida Prep, Inc. into Digital Color Technologies, Inc.;
- d. Lithochrome (USA), Inc. Resolution of the Directors re: Merger of Lithochrome (USA), Inc. and Florida Prep, Inc. into Digital Color Technologies, Inc.;
- e. Digital Color Technologies, Inc. Resolution of Directors re: Merger of Lithochrome (USA), Inc. and Florida Prep, Inc. into Digital Color Technologies, Inc.; and
- f. a check in the amount of \$157.50 to pay for filing of Articles of Merger and one certified copy to be returned to the undersigned in the enclosed envelope.

If you have any questions, please do not hesitate to call me.

Very truly yours,

ZEMEL AND KAUFMAN, P.A.

By:

Herbert C. Zemel

VS JAN 11 1999

*merger*

HCZ/nlr  
enclosures

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

LITHOCHROME (U.S.A.), INC., a Florida corporation, 684572

FLORIDA PREP, INC., a Florida corporation, P94000015720

INTO

**DIGITAL COLOR TECHNOLOGIES, INC.,** a Florida corporation,  
P97000088485

File date: December 28, 1998, effective January 1, 1999

Corporate Specialist: Velma Shepard

**ARTICLES OF MERGER**  
**OF**  
**LITHOCHROME (USA), INC.**  
**- AND -**  
**FLORIDA PREP, INC.**  
**INTO**  
**DIGITAL COLOR TECHNOLOGIES, INC.**

FILED  
98 DEC 28 PM 3:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
1/1/99

TO THE DEPARTMENT OF STATE  
STATE OF FLORIDA

*ARTICLES OF MERGER* between **DIGITAL COLOR TECHNOLOGIES, INC.**, a Florida Corporation, and its two wholly-owned subsidiaries **LITHOCHROME (USA), INC.**, a Florida Corporation and **FLORIDA PREP, INC.**, a Florida Corporation.

Pursuant to §607.1104 of the Florida Statutes, **LITHOCHROME (USA), INC.**, **FLORIDA PREP, INC.** and **DIGITAL COLOR TECHNOLOGIES, INC.** hereby submit the following Articles of Merger.

1. Attached as Exhibit A and incorporated by reference herein is a Plan of Merger dated December 14, 1998 providing for the merger of **LITHOCHROME (USA), INC.**, and **FLORIDA PREP, INC.** into their parent corporation, **DIGITAL COLOR TECHNOLOGIES, INC.**, as approved and adopted by the respective Board of Directors of each of these corporations effective December 14, 1998.

2. Shareholder approval is not required for the merger of the two wholly-owned subsidiaries into their parent corporation.

3. Pursuant to the Plan of Merger, all the issued and outstanding shares of the capital stock of **LITHOCHROME (USA), INC.** and of **FLORIDA PREP, INC.** shall not be converted in any manner, but each such said share which is issued immediately prior to the effective time and date of the merger shall be surrendered and extinguished into **DIGITAL COLOR TECHNOLOGIES, INC.**

4. **DIGITAL COLOR TECHNOLOGIES, INC.** shall be the surviving corporation of the merger.

5. The State of Florida, the state of incorporation of **LITHOCHROME (USA), INC.**, **FLORIDA PREP, INC.** and **DIGITAL COLOR TECHNOLOGIES, INC.**, permits this merger and this merger is in accordance with the laws of the State of Florida as the same affects **LITHOCHROME (USA), INC.**, **FLORIDA PREP, INC.** and **DIGITAL COLOR TECHNOLOGIES, INC.**

6. The effective time and date of the merger shall be 12:01 A.M. on January 1<sup>st</sup>, 1999.

**IN WITNESS WHEREOF**, the parties have set their hands this 14<sup>th</sup> day of December, 1998.

**DIGITAL COLOUR TECHNOLOGIES, INC.**

by: 

**Gary Handis**, its President and Secretary

**LITHOCHROME (USA), INC.**

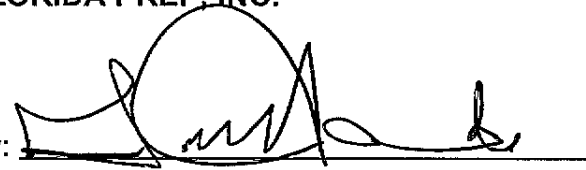
by:

A handwritten signature in black ink, featuring a large, stylized 'G' and 'H' that are interconnected. The signature is written over a horizontal line.

**Gary Handis, its President and Secretary**

**FLORIDA PREP, INC.**

by:

A handwritten signature in black ink, identical to the one above, featuring a large, stylized 'G' and 'H' that are interconnected. The signature is written over a horizontal line.

**Gary Handis, its President and Secretary**

**ANNEX "A"**  
**PLAN OF MERGER OF**  
**LITHOCHROME (USA), INC.**  
**- AND -**  
**FLORIDA PREP, INC.**  
**INTO**  
**DIGITAL COLOR TECHNOLOGIES, INC.**

**ARTICLE I**  
**NAMES OF CONSTITUENT CORPORATIONS**

1. The names of each constituent corporation are **DIGITAL COLOR TECHNOLOGIES, INC.** (a Florida Corporation), **LITHOCHROME (USA) INC.** (a Florida Corporation) and **FLORIDA PREP, INC.** (a Florida Corporation) (the "**Constituent Corporations**").

2. **DIGITAL COLOR TECHNOLOGIES, INC.** is the owner of all the issued and outstanding shares of **LITHOCHROME (USA) INC.** and of **FLORIDA PREP, INC.**

3. The name of the surviving corporation shall be **DIGITAL COLOR TECHNOLOGIES, INC.** and subsequent to the merger its name shall remain **DIGITAL COLOR TECHNOLOGIES, INC.**

**ARTICLE II**  
**SHARES OF CONSTITUENT CORPORATIONS**

1. As to each constituent corporation, the designation and outstanding number of shares and voting rights are as follows:

**DIGITAL COLOR TECHNOLOGIES, INC.** 90 shares of voting common stock issued and outstanding

**LITHOCHROME (USA), INC.** 1000 shares of voting common stock issued and outstanding

**FLORIDA PREP, INC.** 7500 shares of voting common stock issued and outstanding

### **ARTICLE III TERMS AND CONDITIONS OF PROPOSED MERGER**

1. The terms and conditions of the proposed merger are as follows:

That **LITHOCHROME (USA), INC.** (a Florida Corporation) and **FLORIDA PREP, INC.** (a Florida Corporation) be merged into **DIGITAL COLOR TECHNOLOGIES, INC.** (a Florida Corporation) under and pursuant to the Corporation Law of the State of Florida into a single corporation **DIGITAL COLOR TECHNOLOGIES, INC.**, existing under the laws of the State of Florida, which shall be the "Surviving Corporation" in a transaction qualifying as an "A" reorganization within the meaning of Section 358(a)(1)(A) of the Internal Revenue Code.

### **ARTICLE IV MANNER AND BASIS OF CONVERTING SHARES OF THE CONSTITUENT CORPORATIONS INTO SHARES OF THE SURVIVING CORPORATION**

The manner and basis of converting shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

1. The issued and outstanding shares of **LITHOCHROME (USA), INC.** shall not be converted in any manner, but all of such shares which are outstanding immediately prior to the effective time and date of the merger shall be surrendered and extinguished; and

2. The issued and outstanding shares of **FLORIDA PREP, INC.** shall not be converted in any manner, but all of such shares which are outstanding immediately prior to the effective time and date of the merger shall be surrendered and extinguished;

#### **ARTICLE V BY-LAWS AND ANNUAL MEETING OF SURVIVING CORPORATION**

1. This Plan of Merger does not conflict with or make any amendment to the Articles of Incorporation or the By-Laws of the Surviving Corporation.

2. The By-Laws of the Surviving Corporation, as they exist on the effective date of the merger, shall be and remain the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein. The first annual meeting of the shareholders of the Surviving Corporation held after the date when the merger becomes effective, shall be the annual meeting provided or to be provided by the By-Laws of the Surviving Corporation.

#### **ARTICLE VI MISCELLANEOUS PROVISIONS**

1. **Treatment of Merger as an "A" Reorganization under Federal Tax Laws.** The parties intend that the merger of the Constituent Corporations into the Surviving Corporation is a mere change in identity, form or place of organization within the meaning of Section 358(a)(1)(A) of the Internal Revenue Code, and such transaction shall be viewed in this regard.

2. **Adoption by Shareholders.** Shareholders approval is not required for the merger of the two wholly-owned subsidiaries into their parent corporation.



3. **Effect of Merger.** When the merger shall have become effective, the separate existence of **DIGITAL COLOR TECHNOLOGIES, INC., LITHOCHROME (USA), INC.** and **FLORIDA PREP, INC.** shall cease and said corporation shall be merged in accordance with the provision of this plan into **DIGITAL COLOR TECHNOLOGIES, INC.**, which shall survive such merger and shall continue in existence and shall, without other transfer, succeed to and process all the rights, privileges, immunities, powers and purposes of each of the Constituent Corporations, and all the property, real and personal including subscription for shares, causes of action and every other asset of each of the Constituent Corporations, shall vest in such Surviving Corporation without further act or deed, except that if the Surviving Corporation, shall at any time deem it desirable that any further assignment or assurance shall be given to fully accomplish the purposes of this merger, the directors and officers of either Constituent Corporation shall do all things necessary, including the execution of any and all relevant documents, to properly effectuate the merge. The Surviving Corporation shall assume and be responsible for all the liabilities, obligations and penalties of each of the Constituent Corporations. No liability or obligation due or to become due, claim or demand for any cause existing against either corporation, or any shareholders, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, civil or criminal, then pending by or against either Constituent Corporation, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such action in place of either Constituent Corporation.

4. **Abandonment of Merger.** If, at any time prior to the effective date hereof, events or circumstance occur, which in the opinion of a majority of the Board of Directors of either Constituent Corporation, renders it inadvisable to consummate the merger, this plan of merger shall not become effective even though previously adopted as hereinbefore provided. The filing of the merger shall conclusively establish that no action to terminate this plan has been taken by the Board of Directors of either Constituent Corporation.

5. **Expenses of Merger.** The Surviving Corporation shall pay all the expenses of carrying this plan into effect and of establishing the merger.

6. **Counterparts.** For the convenience of the parties and to facilitate approval of this plan, any number of counterparts thereof may be executed, and each such executed counterpart shall be deemed to be an original instrument.

7. **Filings.** The Board of Directors and the proper officers of each of the Constituent Corporations are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.


#### **ARTICLE VII EFFECTIVE DATE OF MERGER**

The merger contemplated herein shall become effective at 12:01 A.M. on January 1<sup>st</sup>, 1999.


**IN WITNESS WHEREOF**, each Constituent Corporation had caused its corporate name to be signed below by its president and secretary, respectively, who are duly authorized by their respective Board of Directors to execute this agreement.

Executed on the fourteenth (14<sup>th</sup>) day of December, 1998.


**DIGITAL COLOR TECHNOLOGIES, INC.**

by:   
\_\_\_\_\_  
**Gary Handis, its President and Secretary**

**LITHOCHROME (USA) INC.**

by:   
\_\_\_\_\_  
**Gary Handis, its President and Secretary**

**FLORIDA PREP, INC.**

by:   
\_\_\_\_\_  
**Gary Handis, its President and Secretary**

STATE OF FLORIDA       )  
                                      ) ss  
COUNTY OF PALM BEACH)

The foregoing instrument has been acknowledged before me on this 14<sup>th</sup>  
\_\_\_\_\_ st day of December, 1998 by **GARY HANDIS**, President of **DIGITAL COLOR**  
**TECHNOLOGEIS, INC., FLORIDA PREP, INC.** and **LITHOCHROME (USA), INC.** who is  
either personally known to me or has produced the identification described below.

My Commission Expires:

  
\_\_\_\_\_  
NOTARY PUBLIC

Print name: Herbert C. Zemel



**HERBERT C. ZEMEL**  
COMMISSION # CC 408656  
EXPIRES SEP 20, 1998  
BONDED THRU  
ATLANTIC BONDING CO., INC.

N/A

Identification (type N/A if personally known)


## CONSENT

Reference is made to that certain Agreement of Shareholders of Digital Color Technologies, Inc. ("**Digital**") dated November 3, 1997 and entered into between James Roggio, Michel Filteau, Gary Handis, Raoul Latreille and Digital (the "**Shareholder's Agreement**").

Insofar as our consent is required pursuant to the terms of the Shareholder's Agreement, the undersigned hereby consent and agree to the merger of Lithochrome (USA), Inc. and of Florida Prep, Inc. into their parent corporation, Digital, effective January 1, 1999, pursuant to the provisions of the Plan of Merger adopted by their respective boards of directors.

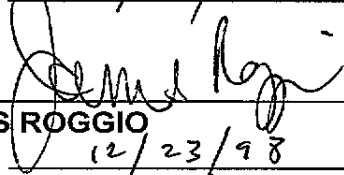
The undersigned further confirm that all terms and conditions of the Shareholder's Agreement shall remain unaffected by such merger and any provisions of the Shareholder's Agreement which refer to Lithochrome (USA), Inc. or Florida Prep, Inc. as Subsidiaries (as defined in the Shareholder's Agreement) or otherwise shall thereafter be read and interpreted so as to give effect to their original intent notwithstanding the merger.

AND WE HAVE SIGNED THIS CONSENT:



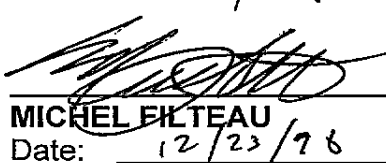
GARY HANDIS

Date: 12/23/98



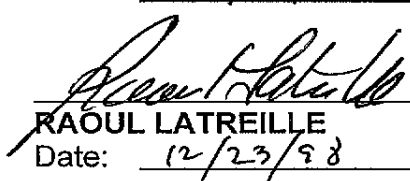
JAMES ROGGIO

Date: 12/23/98



MICHEL FILTEAU

Date: 12/23/98



RAOUL LATREILLE

Date: 12/23/98

**FLORIDA PREP, INC.**

**RESOLUTION OF THE DIRECTORS**

**Effective Date: December 14, 1998**

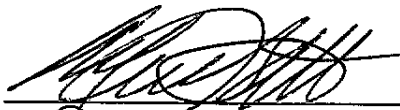
**re: Merger of Lithochrome (USA), Inc. and Florida Prep, Inc. into Digital Color Technologies Inc.**

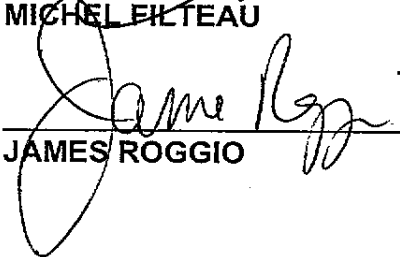
**IT IS RESOLVED:**

**THAT** the Plan of Merger and the Articles of Merger of LITHOCHROME (USA), INC. and FLORIDA PREP, INC. into DIGITAL COLOR TECHNOLOGIES, INC. be approved in all respects as submitted. A copy of the Plan of Merger and the Articles of Merger are attached to this Resolution.

**THAT** any director or officer of the company be authorized to take such action as is necessary in carrying out the Plan of Merger and the filing of the Articles of Merger with the Secretary of State.

The foregoing resolution was adopted by all the directors of Florida Prep, Inc., as evidenced by their signature below.

  
\_\_\_\_\_  
MICHEL FILTEAU

  
\_\_\_\_\_  
JAMES ROGGIO

**LITHOCHROME (USA), INC.**

**RESOLUTION OF THE DIRECTORS**

**Effective Date: December 14, 1998**


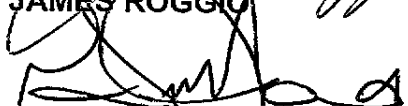
**re: Merger of Lithochrome (USA), Inc. and Florida Prep, Inc. into Digital Color Technologies Inc.**

**IT IS RESOLVED:**

**THAT** the Plan of Merger and the Articles of Merger of LITHOCHROME (USA), INC. and FLORIDA PREP, INC. into DIGITAL COLOR TECHNOLOGIES, INC. be approved in all respects as submitted. A copy of the Plan of Merger and the Articles of Merger are attached to this Resolution.

**THAT** any director or officer of the company be authorized to take such action as is necessary in carrying out the Plan of Merger and the filing of the Articles of Merger with the Secretary of State.

The foregoing resolution was adopted by all the directors of Lithochrome (USA), Inc., as evidenced by their signature below.

  
\_\_\_\_\_  
JAMES ROGGIO  
  
\_\_\_\_\_  
GARY HANDIS

**DIGITAL COLOR TECHNOLOGIES, INC.**

**RESOLUTION OF THE DIRECTORS**

**Effective Date: December 14, 1998**

**re: Merger of Lithochrome (USA), Inc. and Florida Prep, Inc. into Digital Color Technologies Inc.**

**IT IS RESOLVED:**

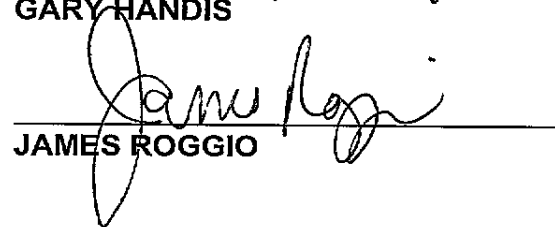
**THAT** the Plan of Merger and the Articles of Merger of LITHOCHROME (USA), INC. and FLORIDA PREP, INC. into DIGITAL COLOR TECHNOLOGIES, INC. be approved in all respects as submitted. A copy of the Plan of Merger and the Articles of Merger are attached to this Resolution.

**THAT** any director or officer of the company be authorized to take such action as is necessary in carrying out the Plan of Merger and the filing of the Articles of Merger with the Secretary of State.

The foregoing resolution was adopted by all the directors of Digital Color Technologies, Inc., as evidenced by their signature below.

A handwritten signature in black ink, appearing to read "Gary Handis", written over a horizontal line.

**GARY HANDIS**

A handwritten signature in black ink, appearing to read "James Roggio", written over a horizontal line.

**JAMES ROGGIO**