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FROM HOLLAND & KNIGHT TAM A

(WEB 1/28/04 1:14/ST 10:14/N 42 95362 P 1

Florida Department of State

Division of Corporations
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Corporation merging out is
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Account Name : HOLLAND & KNIGHT
Account Number : 072100000016
Phone : (813)227-8500
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Kwheeler

EFFECTIVE DATE
2-1-04

MERGER OR SHARE EXCHANGE

Lasher Investment Management Services, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$78.75

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TALLAHASSEE, FLORIDA

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EFFECTIVE DATE

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FROM HOLLAND & KNIGHT TAMPA

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ARTICLES OF MERGER BETWEEN
QUANTUM CAPITAL PARTNERS, INC.,
A FLORIDA CORPORATION

AND

LASHER INVESTMENT MANAGEMENT SERVICES, INC.,
A NEVADA CORPORATION

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TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act and Chapter 92A of the Nevada Revised Statutes, Lasher Investment Management Services, Inc. a Nevada corporation (the "Survivor") and Quantum Capital Partners, Inc., a Florida corporation ("Merging Corporation"), hereby adopt the following Articles 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 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 Lasher Investment Management Services, Inc., a Nevada corporation, which is changing its name to Quantum Capital Partners, Inc., a Nevada corporation, pursuant to the Merger.

ARTICLE III

The effective date and time of the Merger in Florida shall February 1, 2004.

ARTICLE IV

The Plan of Merger was adopted by the unanimous written consent of the Board of Directors of Merging Corporation effective as of January 21, 2004, and the consent of the shareholders of the Merging Corporation effective as of January 21, 2004. The Plan of Merger was adopted by the unanimous written consent of the Board of Directors of Survivor effective as of January 21, 2004, and the consent of the shareholders of the Survivor effective as of January 21, 2004.

ARTICLE V

The address of the Survivor in Nevada is The Corporation Trust Company of Nevada, 502 East John Street, Carson City, Nevada 89708.

ARTICLE V

The Survivor is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation. The Survivor has agreed that if there were any dissenting shareholders of the Merging Corporation, to promptly pay such shareholders the amount to which such shareholder would be entitled under Section 607.1302 of the Florida Business Corporation Act.

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IN WITNESS WHEREOF, the undersigned has executed this document as of the
21st day of January, 2004.

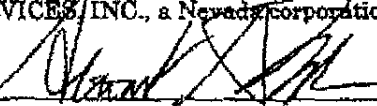
QUANTUM CAPITAL PARTNERS, INC., a Florida
corporation

By: 

Name: Stuart Lasher

Title: CEO

LASHER INVESTMENT MANAGEMENT
SERVICES, INC., a Nevada corporation

By: 

Name: Stuart Lasher

Title: President

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EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER, effective as of January 21, 2004 (the "Plan"), between Quantum Capital Partners, Inc., a Florida corporation ("Quantum"), and Lasher Investment Management Services, Inc., a Nevada corporation ("Lasher").

BACKGROUND

Quantum has aggregate authorized capital stock of 100,000 shares of common stock, par value \$1.00 per share (the "Quantum Stock"), of which, as of the date of this Plan, 100 shares of common stock were issued and outstanding. Quantum's address is 339 South Plant Avenue, Tampa, Florida 33606. Quantum is governed by the Florida Business Corporation Act.

Lasher has aggregate authorized capital stock of 100,000 shares of common stock, par value \$.10 per share (the "Lasher Stock"), of which, as of the date of this Plan, 500 shares of common stock were issued and outstanding. Lasher's address is P.O. Box 50401, Henderson, Nevada 89016. Lasher is governed by the Nevada Business Corporation Act.

The respective Boards of Directors of Quantum and Lasher believe that the best interests of Quantum and Lasher and their respective stockholders will be served by the merger of Quantum with and into Lasher under and pursuant to the provisions of this Plan and the Nevada Business Corporation Act and the Florida Business Corporation Act in a transaction qualifying as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

TERMS OF THE PLAN

1. Merger. Quantum shall be merged with and into Lasher (the "Merger").
2. Effective Date and Time. The Merger shall become effective on February 1, 2004 (the "Effective Date").
3. Surviving Corporation. Lasher shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Nevada. On the Effective Date, the separate corporate existence of Quantum shall cease.
4. Articles of Incorporation. Except as follows: The Articles of Incorporation of Lasher as it exists on the Effective Date shall be the Articles of Incorporation of the survivor following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Nevada:

Article 1 of the Articles of Incorporation of Lasher shall be amended in its entirety as follows:

1. Name of Corporation: Quantum Capital Partners, Inc.

5. Bylaws. The Bylaws of Lasher as they exist on the Effective Date shall be the Bylaws of survivor following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Nevada.

6. Board of Directors and Officers. The members of the Board of Directors and the officers of Lasher immediately before the Effective Date shall be the members of the Board of Directors and the officers, respectively, of the survivor following the Effective Date, and such persons

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shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

7. Outstanding Lasher Stock. On the Effective Date, the 500 shares of the Lasher Stock presently issued and outstanding shall remain issued and outstanding.

8. Conversion of Outstanding Quantum Stock. On the Effective Date, each issued and outstanding share of Quantum Stock and all rights in respect thereof shall be converted into five fully-paid and nonassessable shares of Lasher Stock. After the Effective Date, the holders of the outstanding certificate(s) representing shares of Quantum Stock shall surrender the same to Lasher's registrar and transfer agent for cancellation, and shall be entitled to receive in exchange therefore a certificate evidencing the ownership of the number of shares of Lasher Stock as determined in accordance with the foregoing sentence.

9. Rights and Liabilities of Lasher. At and after the Effective Date, and all in the manner of and as more fully set forth in the Nevada Revised Statutes and the Florida Business Corporation Act, the title to all real estate and other property, or any interest therein, owned by each of Lasher and Quantum shall be vested in Lasher without reversion or impairment; Lasher shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of each of Lasher and Quantum without reversion or impairment; Lasher shall thenceforth be responsible and liable for all the liabilities and obligations of each of Lasher and Quantum; any claim existing or action or proceeding pending by or against Quantum or Lasher may be continued as if the Merger did not occur or Lasher may be substituted for Quantum in the proceeding; neither the rights of creditors nor any liens upon the property of Lasher or Quantum shall be impaired by the Merger; and Lasher shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

10. Termination. This Plan may be terminated and abandoned by action of the respective Boards of Directors of Lasher and Quantum at any time before the Effective Date, whether before or after shareholder approval.

11. Amendment. The Boards of Directors of the parties hereto may amend this Plan at any time before the Effective Date; provided that an amendment made subsequent to shareholder approval of this Plan shall not: (a) alter or change the number or kind of shares to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of Lasher (except as otherwise provided in this Plan), or (c) change any other terms or conditions of this Plan if such change would adversely affect the holders of any capital stock of either party hereto.

12. Conditions. The obligations of the parties to consummate the Merger are subject to the satisfaction of the following conditions: (i) no action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (a) prevent consummation of the Merger, (b) cause the Merger to be rescinded following consummation, or (c) adversely affect the business, assets, properties, operations (financial or otherwise), or prospects of Lasher as a result of the Merger (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect); and (ii) the parties shall have received all consents of third parties that have agreements with Quantum and whose consent is required for the assumption of such agreements by Quantum if the failure to obtain such consent would have a material adverse effect on the business or operations of Lasher or Quantum.

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