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FEB-18-99 04:21PM

FROM-AKERMAN SENTERFITT

305-374-5095

T-953 P.01/08 F-637

Page 1 of 2

Florida Department of State
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To: Division of Corporations
Fax Number : (850) 922-4000
From: Angelica M. Calabrese
Account Name : AKERMAN, SENTERFITT & EIDSON, P.A.
Account Number : 075471001363
Phone : (305) 374-5600
Fax Number : (305) 374-5095
Dear Officer:

Please file this document with today's date, i.e. February 18, 1999.

Thanks a lot!

MERGER OR SHARE EXCHANGE

PRINTSOURCE USA, INC.

Name	Availability
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ARTICLES OF MERGER
Merger Sheet

MERGING:

CFPGP, LLC., A FLORIDA LIMITED LIABILITY COMPANY

L98000001906

INTO

PRINTSOURCE USA, INC., a Florida corporation, P99000015729

File date: February 18, 1999

Corporate Specialist: Diane Cushing

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TALLAHASSEE FLORIDA

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TALLAHASSEE FLORIDA

ARTICLES OF MERGER
OF
PRINTSOURCE USA, INC.
AND
CFPGP, LLC

P99000018729

L98000001906

Pursuant to the provisions of Sections 607.1109 and 608.4382 of the Florida Statutes, PrintSource USA, Inc., a Florida corporation, and CFPGP, LLC, a Florida limited liability company, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are PrintSource USA, Inc. ("PrintSource") and CFPGP, LLC ("CFPGP").
2. CFPGP is hereby merged with and into PrintSource and the separate existence of CFPGP shall cease. PrintSource is the surviving corporation in the merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.
3. The Agreement and Plan of Merger was duly adopted by all of the Members and Managers of CFPGP by written consent dated February 17, 1999, pursuant to Section 608.4381 of the Florida Statutes.
4. The Agreement and Plan of Merger was duly adopted by the Board of Directors and the sole shareholder of PrintSource by written consents in lieu of holding special meetings dated February 17, 1999, pursuant to Sections 607.0821 and 607.0704 of the Florida Statutes.

The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida in accordance with the provisions of Sections 607.1109 and 608.4382 of the Florida Statutes.

Prepared by
L. Frank Cordero, Esq.
One S.E. 3rd Avenue
Miami, FL 33131
(305) 374-5600
FL. Bar. No. 869996

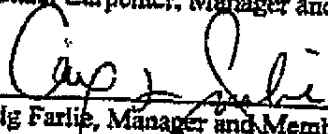
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The parties have caused these Articles of Merger to be executed on February 17, 1999.

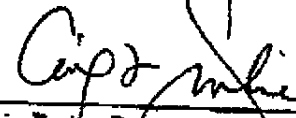
CFPGP, LLC

By: 
Michael Carpenter, Manager and Member

By: 
Craig Farlie, Manager and Member

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PRINTSOURCE USA, INC.

By: 
Craig Farlie, President

FEB-18-99 04:22PM FROM-AKERMAN SENTERFITT

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") was made and entered into this 17th day of February, 1999, by and among **CFPGP, LLC**, a Florida limited liability company with its principal office located at One Financial Plaza, 100 Southeast Third Avenue, Suite 2108, Ft. Lauderdale, FL 33394, (hereinafter referred to as the "**Merging Entity**") and **PRINTSOURCE USA, INC.**, a Florida corporation, with its principal office located at 100 Southeast Third Avenue, Suite 2108, Ft. Lauderdale, FL 33394 (hereinafter referred to as the "**Surviving Entity**").

WITNESSETH:

WHEREAS, the Merging Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the Surviving Entity has been organized on the date hereof for the purpose of continuing the business of the Merging Entity subsequent to the Merger contemplated hereby and is a corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, pursuant to duly authorized action by their respective Managers, Board of Directors, Members and Shareholders, as applicable, the Merging Entity and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable provisions of Florida law;

WHEREAS, the parties intend for the Merger to constitute a tax free reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. **MERGER**. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a single and Surviving Entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity

2. **SURVIVING ENTITY**. At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving corporation, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Statutes.

(b) The Merging Entity shall cease to exist, and its property shall become

the property of the Surviving Entity as the Surviving Entity.

3. **CHARTER DOCUMENTS.** As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

(a) **Articles of Incorporation.** The Articles of Incorporation of the Surviving Entity shall continue as the Articles of Incorporation of the Surviving Entity.

(b) **Bylaws.** The Bylaws of the Surviving Entity shall continue as the Bylaws of the Surviving Entity.

4. **MANNER AND BASIS OF CONVERTING INTERESTS.** At the Effective Time, (i) all of the issued and outstanding membership interests shares of the Merging Entity shall be surrendered to the Surviving Entity and canceled, and no shares of capital stock of the Surviving Entity will be issued in exchange therefor, and (ii) all of the issued and outstanding shares of capital stock of the Surviving Entity shall remain outstanding, and the current shareholders of the Surviving Entity shall continue to own the same number of shares of capital stock in the Surviving Entity, and in the same proportions, as they did prior to the Effective Time

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective managers, board of directors, members and shareholders, as applicable, of the Merging Entity and the Surviving Entity. The proper officers or manager(s) of the Merging Entity and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE TIME OF MERGER.** The Merger shall be effective at the time of filing of Articles of Merger with respect to the Merger with the Office of the Secretary of State of the State of Florida (the "Effective Time").

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Entity and the shareholders of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete

agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) **State Filings.** Upon the receipt of any required approval of the Merging Entity and the Surviving Entity, the Surviving Entity shall file articles of merger in the office of the Florida Secretary of State in accordance with Section 607.1109 of the Florida Business Corporation Act.

(e) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, CFPGP, LLC, and PRINTSOURCE USA, INC., have caused this Agreement to be executed by their duly authorized officers or member(s), as the case may be, as of the day and year first above written.

Signatures on Following Page

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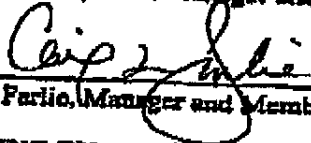
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CONSTITUENT ENTITIES:

MERCING ENTITY:

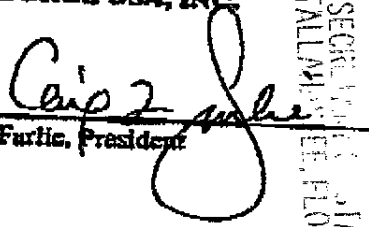
CFPGP, LLC

By: 
Michael Carpenter, Manager and Member

By: 
Craig Farlio, Manager and Member

SURVIVING ENTITY:

PRINTSOURCE USA, INC.

By: 
Craig Farlio, President

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SECRETARIES STATE
TALLAHASSEE, FLORIDA

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