

# P99000068224

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MERGER OR SHARE EXCHANGE

GSG HOLDINGS, INC.

Certificate of Status	0
Certified Copy	1
Page Count	05
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Merge  
1/2/03  
(5)

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

1

U.S. IMAGING SOLUTIONS, INC., a Florida corporation, document number  
P98000052291

INTO

**GSG HOLDINGS, INC.**, a Florida entity, P99000068224

File date: December 31, 2002

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER

of

U.S. IMAGING SOLUTIONS, INC.  
(a Florida corporation)

into

GSG HOLDINGS, INC.  
(a Florida corporation)

Pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act, U.S. IMAGING SOLUTIONS, INC., a Florida corporation (the "Subsidiary"), and GSG HOLDINGS, INC., a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Subsidiary with and into the Surviving Corporation (the "Merger"). All of the outstanding shares of capital stock of the Subsidiary are held by the Surviving Corporation.

1. Pursuant to Section 607.1104 of the Florida Business Corporation Act, the Subsidiary shall be merged with and into the Surviving Company in accordance with the Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A, which is incorporated herein and constitutes part of these Articles of Merger.

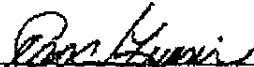
2. The Plan of Merger was adopted as of December 30, 2002 by the Board of Directors of the Surviving Corporation. Pursuant to Section 607.1104 of the Florida Business Corporation Act, approval of the shareholders of the Surviving Corporation was not required.

3. The Plan of Merger was adopted and approved as of December 30, 2002 by the Board of Directors and the sole shareholder of the Subsidiary.


4. The Merger shall be effective as of the close of business on December 31, 2002.

IN WITNESS WHEREOF, each of the Surviving Corporation and the Subsidiary have caused these Articles of Merger to be signed in their names and on their behalf by their respective authorized officers as of the 30<sup>th</sup> day of December, 2002.

U.S. IMAGING SOLUTIONS, INC.

By:   
Name: Sean C. Guerin  
Title: President

GSG HOLDINGS, INC.

By:   
Name: Sean C. Guerin  
Title: President

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**EXHIBIT A**

**Plan of Merger**

See attached.

WM-001(CASEY)M1401573V01N6L%T01.DOC(12/22/02)26485.020000

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**AGREEMENT AND PLAN OF MERGER**

of

**U.S. IMAGING SOLUTIONS, INC.**

(a Florida corporation)

with and into

**GSG HOLDINGS, INC.**

(a Florida corporation)

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into as of the 30<sup>th</sup> day of December, 2002, by and between **U.S. IMAGING SOLUTIONS, INC.**, a Florida corporation (the "Subsidiary") and **GSG HOLDINGS, INC.**, a Florida corporation (the "Surviving Corporation"). The Subsidiary and the Surviving Corporation are hereinafter sometimes referred to, collectively, as the "Constituent Corporations."

**WITNESSETH:**

**WHEREAS**, all of the outstanding shares of capital stock of the Subsidiary are held by the Surviving Corporation; and

**WHEREAS**, the parties desire that the Subsidiary merge with and into the Surviving Corporation in a manner that conforms to Section 607.1104 of the Florida Business Corporation Act.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Subsidiary shall merge with and into the Surviving Corporation in accordance with the laws of the State of Florida.

2. **Effective Date.** The merger shall become effective as of December 31, 2002 (the "Effective Date").

3. **Rights of the Surviving Corporation.** As of the Effective Date: (a) the Subsidiary and the Surviving Corporation shall become a single corporation and the separate corporate existence of the Subsidiary shall cease; (b) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Subsidiary, which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Subsidiary of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including, without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Subsidiary, shall vest in the Surviving Corporation without further act or deed and the title in any real property or other property vested by deed or otherwise in the Subsidiary shall not revert or in any way be impaired by reason of the merger; (c) all rights of creditors and all liens upon any property of the Constituent Corporations shall be unimpaired; the Surviving Corporation shall be



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10. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.


12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

U.S. IMAGING SOLUTIONS, INC.

By:   
Name: Sean C. Guerin  
Title: President

GSG HOLDINGS, INC.

By:   
Name: Sean C. Guerin  
Title: President