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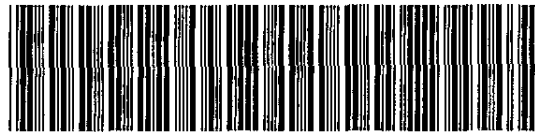
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

McIsaac

C. Coulllette MAY 21 2004

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Applied Photonics

- _____ Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- ☒ _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- _____ Cert. Copy _____
- _____ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
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Signature _____

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**ARTICLES OF MERGER
OF
APPLIED PHOTONICS, INC.,
A FLORIDA CORPORATION
INTO
APPLIED PHOTONICS, INC.,
A DELAWARE CORPORATION**

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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Pursuant to Section 607-1105 of the Florida Business Corporation Statutes, the undersigned corporations, through the undersigned officers, hereby set forth the following Articles of Merger:

1. **Name of Parties.** The name and state of incorporation of each of the constituent corporations are:

- (a) Applied Photonics, Inc., a Florida corporation ("**AP-Florida**"); and
- (b) Applied Photonics, Inc., a Delaware corporation ("**AP-Delaware**").

2. **Surviving Corporation.** AP-Delaware is the surviving corporation. The principal place of business of AP-Delaware is 7432 East Tierra Buena Lane, Suite 101, Scottsdale, Arizona 85260. The statutory agent of AP-Delaware is Corporate Systems, Inc., 101 North Fairfield Drive, Dover, County of Kent, Delaware 19901.

3. **Agreement and Plan of Merger.** The Agreement and Plan of Merger is set forth on Exhibit A attached hereto and is incorporated herein by this reference.

4. **Outstanding Shares.** The designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote on the Agreement and Plan of Merger was as follows:

	<u>Class of Stock</u>	<u>Capital Stock Outstanding and Entitled to Vote</u>
AP-Florida	Common Stock	9,696,203
AP-Delaware	N/A	-0-

5. **Approvals.** On April 26, 2004, outstanding shares of Common Stock of AP-Florida were voted in favor of the Agreement and Plan of Merger. On April 26, 2004, the board of Directors of AP-Florida approved the Agreement and Plan of Merger. The number of votes cast in favor of the Agreement and Plan of Merger by the voting group was sufficient for approval by such group. On April 26, 2004, the board of Directors of AP-Delaware approved the Agreement and Plan of Merger. There are no stockholders of AP-Delaware.

6. **Appointment of the Commission.** Upon the filing of these Articles of Merger, AP-Delaware hereby appoints the Florida Department of State as AP-Delaware's agent for service of process in any proceedings to enforce any obligations or rights of dissenting stockholders of AP-Florida. The address of AP-Delaware where service of process may be made is 7432 East Tierra Buena Lane, Suite 101, Scottsdale, Arizona 85260.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the 26th day of April, 2004.

Applied Photonics, Inc., a Florida corporation

By: Brian L Hoekstra
Brian Hoekstra, President

Applied Photonics, Inc., a Delaware corporation

By: Brian L Hoekstra
Brian Hoekstra, President

Exhibit "A"

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER made as of the 26th day of April, 2004, by and between Applied Photonics, Inc., a Florida corporation ("AP-Florida"), Applied Photonics, Inc., an Arizona Corporation ("AP-Arizona" and collectively "Old Companies" or as "Constituent Corporations") and Applied Photonics, Inc., a Delaware corporation (hereinafter referred to as "New Company" or as a "Constituent Corporation").

WHEREAS, Old Companies have determined that it is in the best interest of Old Companies to change the state of their incorporation from the States of Arizona and Florida, respectively, to the State of Delaware; and

WHEREAS, Old Companies have caused New Company to be formed and desire to merge with and into New Company for the purpose of accomplishing such change, and New Company desires to merge with Old Companies pursuant to Delaware General Corporation law Section 251(f), incorporated by reference in Section 252(e) of the Delaware General Corporate Law, no shares having been issued by New Company (the "Merger"), upon the terms, and subject to the conditions, set forth in this Agreement and Plan of Merger (hereinafter called the "Agreement") in accordance with the laws of the States of Delaware, Arizona and Florida; and

WHEREAS, the authorized capital stock of AP-Florida consists of 10,000,000 shares of Common Stock, par value \$.001 per share, of which 9,696,203 shares are issued and outstanding (the "AP-Florida Common Stock") and the authorized capital stock of AP-Arizona consists of 10,000,000 shares of Common Stock, no par value, none of which shares are issued or outstanding (the "AP-Arizona Common Stock" and collectively "Old Company Common Stock").

WHEREAS, the authorized capital stock of the New Company consists of 8,000,000 shares of common stock, \$.001 per share par value (hereinafter called the "New Company Common Stock"), none of which shares are outstanding as of the date hereof and 2,000,000 shares of preferred stock, \$.01 per share par value, none of which shares are outstanding as of the date hereof; and

WHEREAS, the Board of Directors of Old Companies and New Company, by resolutions duly adopted, have approved the terms of this Agreement and Plan of Merger and have directed the submission of this Agreement to the shareholders of Old Companies for approval;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, and provisions herein contained, the parties hereto agree as follows:

ARTICLE I THE MERGER

1.1. At the Effective Time, as defined in Section 4.1 hereof, Old Companies will be merged with and into New Company, which will be the surviving corporation. The corporate existence of New Company with all its purposes, powers, and objects will continue unaffected and unimpaired by the Merger and New Company, as it will be constituted after the Effective

Time, is herein called the "Surviving Corporation." The Surviving Corporation will, from and after the Effective Time, possess all of the rights, privileges, powers, and franchises of a public, as well as a private, nature and be subject to and liable for all the restrictions, disabilities, debts, liabilities, obligations, penalties and duties of each of the Constituent Corporations and all of the rights, privileges, powers, and franchises of each of the Constituent Corporations in all property, real, personal, or mixed, and all debts due either of the Constituent Corporations on whatever account, including stock subscriptions and other things in action and all or every other interest of or belonging to either of the Constituent Corporations will be vested in the Surviving Corporation without further act or deed; and the title to any real estate, whether vested by deed or otherwise in either of the Constituent Corporations, will not revert or be in any way impaired by reason of the Merger, and no liability or obligation due or to become due at the Effective Time or any claim or demand for any cause then existing or action or proceeding pending by or against either of the Constituent Corporations or any shareholder, officer or director thereof will be released or impaired by the Merger; and all rights of creditors and liens upon property, of either of the Constituent Corporations, will be preserved unimpaired, all in accordance with, and with the effect stated in Section 259 of the Delaware General Corporation Law, as amended. The separate existence and corporate organization of Old Company will cease upon the Effective Time and thereupon Old Companies and New Company will be a single corporation, New Company.

1.2. If at any time after the Effective Time the Surviving Corporation will consider or be advised that any further assignment, assurances in law, or any other things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Corporation, the title to any property or right of Old Companies acquired or to be acquired by reason of or as a result of the Merger, Old Companies and their proper officers and directors will, upon notice, execute and deliver such proper deeds, assignments, and assurances reasonably requested by the Surviving Corporation and do all things necessary or advisable to vest, perfect, or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the intent and purposes of this Agreement and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Old Companies or otherwise to take any and all such action.

ARTICLE II
CERTIFICATE OF INCORPORATION;
BYLAWS;
BOARD OF DIRECTORS; OFFICERS

2.1. The Certificate of Incorporation of New Company as in effect at the Effective Time will be the Certificate of Incorporation of the Surviving Corporation.

2.2. The Bylaws of New Company as in effect at the Effective Time will be the Bylaws of the Surviving Corporation until the same may thereafter be altered, amended, or repealed in accordance with law, the Certificate of Incorporation of the Surviving Corporation, or said Bylaws

2.3. From and after the Effective Time, the officers and directors of Surviving Corporation will be the following individuals, each to serve in their respective capacities as the

officers and directors of the Surviving Corporation until his or her respective successor will have been duly elected and qualified:

2.3.1 OFFICERS:

Robert A. Lettieri	Treasurer, Chief Financial Officer, and Chief Operations Officer
Brian L. Hoekstra	CEO and President
Lorraine Hoekstra	Secretary

2.3.2 DIRECTORS:

Ottmar Dippold (Chairman)
Brian L. Hoekstra
Kell Hwang

2.4. The laws which are to govern the Surviving Corporation are the laws of the State of Delaware.

ARTICLE III
CONVERSION OF SHARES

3.1. At the Effective Time, each two shares of Old Company Common Stock issued and outstanding immediately prior to the Effective Time then held by each Old Company shareholder of record will, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of New Company Common Stock.

3.2. All agreements of any kind governing the Old Company Common Stock are adopted by New Company at the Effective Time and will apply to and burden and benefit the New Company Common Stock.

3.3. All stock options, warrants or other convertible securities of the Old Company are hereby assumed and adopted by the New Company at the Effective Time, and at the Effective Time, each two shares of Old Company Common Stock subject to an outstanding option, warrant or convertible security immediately prior to the Effective Time then held by each Old Company grantee of record will, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of New Company Common Stock subject to such option, warrant or convertible security and the exercise price for each one share of New Company Common Stock will be adjusted as provided in the option, warrant or convertible security itself. References to the "Corporation" or "Company" in the applicable option grant letter or agreement, warrant or convertible security will be to the Surviving Corporation; and the terms and conditions of the option, warrant, or convertible security will otherwise remain the same in all respects. Under no circumstances will such options, warrants or convertible securities in New Company Common Stock give the holders additional benefits that they did not have under the securities granted by Old Company.

ARTICLE IV
PROCEDURE TO EFFECT MERGER

4.1. The term "Effective Time" as used herein will mean the time on the day on which this Agreement will become effective in accordance with the laws of the State of Delaware. Each of the Constituent Corporations hereby agrees to do promptly all of such acts, and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it.

4.2. This Agreement may be terminated by the mutual consent of the Boards of Directors of the Constituent Corporations whether before or after approval of this Agreement by the shareholders of Old Company,

4.3. A copy of this Agreement or a Certificate of Merger with respect thereto will be filed in the office of the Secretary of State of the State of Delaware and in the office of the State of Florida. Duplicate copies of this Agreement, certified by the appropriate authorities, if necessary or desirable, will be filed or recorded in such other offices or places as will be required by the laws of the State of Delaware and the State of Florida.

ARTICLE V
MISCELLANEOUS

5.1. This Agreement may be executed in several counterparts each of which will be deemed an original but all of which counterparts collectively will constitute one instrument representing the agreement between the parties hereto.

5.2. Except as otherwise provided in this Agreement, nothing herein expressed or implied is intended or will be construed to confer upon or give any person, firm or corporation, other than the Constituent Corporations or their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

5.3. This Agreement and legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Delaware.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be signed in its corporate name by its duly authorized officers all as of the date first above written.

Applied Photonics, Inc., a Florida
corporation

By: Brian L. Hoekstra
Brian Hoekstra, President

Applied Photonics, Inc., an Arizona
corporation

By: Brian L. Hoekstra
Brian Hoekstra, President

Applied Photonics, Inc., a Delaware
corporation

By: Brian L. Hoekstra
Brian Hoekstra, President