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December 31, 1998

Secretary of State
State of Florida
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILED
99 JAN -4 AM 11:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

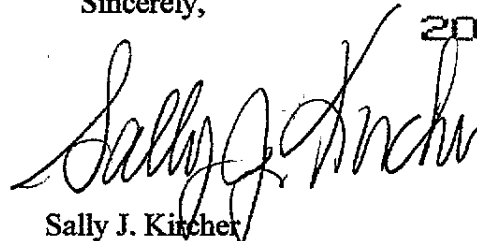
Re: Merger of Sapphire Moon, Inc. into Visual Edge, Inc.
Name Change of Visual Edge, Inc. to Sapphire Moon, Inc.

Enclosed are Articles of Merger of Sapphire Moon, Inc., a Florida corporation, into Visual Edge, Inc., a Florida Corporation as well as the plan of merger adopted by unanimous consent of all shareholders of the shares issued and outstanding for both corporations. Further, enclosed are Articles of Amendment for Visual Edge, Inc. changing the name of Visual Edge, Inc. to Sapphire Moon, Inc. Also enclosed is a Plan of Merger of Sapphire Moon, Inc. into Visual Edge, Inc. Please note that the plan of merger also contains authority to change the name of Visual Edge, Inc. to Sapphire Moon, Inc. As you will note, the plan of merger and name change is effective January 1, 1999.

Lastly, enclosed is a check, made payable to the Secretary of State, in the amount of One Hundred five and No/100 Dollars (\$105.00) to cover the cost of filing these Articles of Merger (i.e. \$35.00 per corporation) and the name change (\$35.00).

Thank you for your cooperation in this matter. If you have any questions or need further information, please contact me.

Sincerely,


Sally J. Kircher

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-01/04/99--01105--005
****105.00 *****70.00

*Sally Kircher gave
Authorization to correct
documents - 1/25 TS*

Merger & NK

VS JAN 25 1999

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SAPPHIRE MOON, INCORPORATED, a Florida corporation, P97000076343

INTO

VISUAL EDGE, INC. which changed its name to

SAPPHIRE MOON, INCORPORATED, a Florida corporation, S16480.

File date: January 4, 1999

Corporate Specialist: Velma Shepard

FILED
99 JAN -4 AM 11:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

Sapphire Moon, Incorporated

INTO

Visual Edge, Inc.

Pursuant to the Section 607.1105 of the Florida Statutes, the undersigned corporations, Visual Edge, Inc., a Florida corporation, and Sapphire Moon, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging Sapphire Moon, Inc. into Visual Edge, Inc.:

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of Sapphire Moon, Inc. into Visual Edge, Inc. is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. There are 1000 shares of common stock, each of \$1.00 par value of Visual Edge, Inc. issued and outstanding that were entitled to vote on the Plan of Merger. 1000 shares (100%) were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of Visual Edge, Inc. held on December 21, 1998.

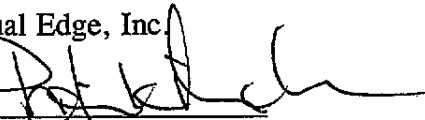
3. There are 10,000 shares of common stock, each of \$.01 par value of Sapphire Moon, Inc. issued and outstanding that were entitled to vote on the Plan of Merger. 10,000 shares (100%) were voted in favor of the Plan of Merger and no shares were voted against the Plan of merger at a special meeting of the shareholders of Sapphire Moon, Inc. held on December 21, 1998.

Effective Date

4. The Plan of Merger shall be effective January 1, 1999.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December __, 1998.

~~Visual Edge, Inc.~~

By: 

Patricia Kay Michaels
President

Sapphire Moon, Inc.

By: 

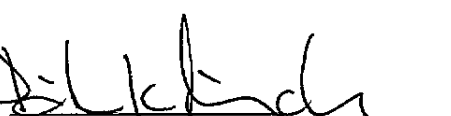
Patricia Kay Michaels
President

ATTEST:

By: 

Patricia Kay Michaels
Secretary, Visual Edge, Inc.

ATTEST:

By: 

Patricia Kay Michaels
Secretary, Sapphire Moon, Inc.

VERIFICATION

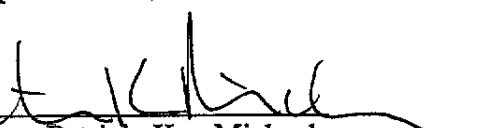
The undersigned officers of Sapphire Moon, Inc. and Visual Edge, Inc. do hereby certify and verify that the foregoing Articles of Merger were duly adopted by unanimous vote of 100% of the shareholders of said corporations and that all statements contained in the Articles are true and correct.

Visual Edge, Inc.

by: 

Patricia Kay Michaels
President and Secretary

Sapphire Moon, Inc.

by: 

Patricia Kay Michaels
President and Secretary

State of Florida)
County of Duval)

ss:

Sworn to and verified before me by Patricia Kay Michaels who personally appeared before me this 31st day of December, 1998. Patricia Kay Michaels is ☒ personally known to me or ☐ has produced _____ as identification.

Nancy A. Goldsworthy
Notary Public

My commission expires Dec. 6 2002.



Nancy A. Goldsworthy
Commission # CC 794872
Expires DEC. 6, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

This instrument was prepared by Sally J. Kircher, whose address is One Independent Drive, Suite 3303, Jacksonville, Florida 32202.

PLAN AND AGREEMENT OF REORGANIZATION

by merger of

Sapphire Moon, Incorporated

with and into

Visual Edge, Inc.

This is a Plan and Agreement of Merger (Agreement) between Sapphire Moon, Incorporated, a Florida corporation (the Merging Corporation), and Visual Edge, Incorporated, a Florida corporation (the Surviving Corporation).

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Sapphire Moon, Incorporated and Visual Edge, Incorporated, pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

- (a) Sapphire Moon, Incorporated shall be merged with and into Visual Edge, Incorporated, to exist and be governed by the laws of the State of Florida.
- (b) The name of the Surviving Corporation shall be changed to Sapphire Moon, Incorporated.
- (c) When this agreement shall become effective, the separate corporate existence of Sapphire Moon, Incorporated shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Sapphire Moon, Incorporated and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- (d) The Surviving Corporation will carry on business with the assets of Merging Corporation as well as with the assets of the Surviving Corporation.
- (e) Since all shares of the outstanding capital stock of the Merging Corporation is currently owned by the sole shareholder of the Surviving Corporation, no additional shares need be issued by the Surviving Corporation to reflect the ownership interest of the stockholders after the Effective Date.

(f) The certificates representing the shares of stock of the Merging Corporation shall be surrendered and canceled on the Effective Date of the merger. The then outstanding shares of the Surviving Corporation shall be unaffected by the merger and shall continue to constitute all of the outstanding stock in the Surviving Corporation. The sole shareholder of the Surviving Corporation will retain her shares as shares of the Surviving Corporation.

(g) The Articles of Incorporation of the Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be January 1, 1999.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Sapphire Moon, Inc. represents and warrants to the Surviving Corporation as follows:

(a) Sapphire Moon, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Sapphire Moon, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction].

(b) Sapphire Moon, Inc. has an authorized capitalization of \$ 100.00 consisting of 10,000 shares of common stock, each of \$ 0.01 par value, of which all 10,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) All required federal, state, and local tax returns of Sapphire Moon, Inc. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Sapphire Moon, Inc. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to Visual Edge, Inc. to execute this Agreement and perform its obligations under this Agreement, Visual Edge, Inc. represents and warrants to Sapphire Moon, Inc. as follows:

(a) Visual Edge, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Visual Edge, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Visual Edge, Inc. has an authorized capitalization of 10,000 shares of common stock, each of \$ 1.00 par value. As of the date of this Agreement, 1,000 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

ARTICLE 3. SHAREHOLDER APPROVAL

Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State Florida for approval.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of Sapphire Moon, Inc. shall surrender their shares to Patricia Kay Michaels, the Secretary of the Surviving Corporation, promptly after the Effective Date of the merger and said shares shall be canceled.

Shares of Survivor

4.03. The currently outstanding 1,000 shares of common stock of Visual Edge, Inc. each of \$ 1.00 par value, shall remain outstanding as common stock of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. (a) The present Board of Directors of Visual Edge, Inc. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or

administrative officers of Visual Edge, Inc. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01. The bylaws of Visual Edge, Inc., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. TERMINATION

Circumstances

7.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations: by mutual consent of the Board of Directors of the constituent corporations.

Notice of and Liability on Termination

7.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 8. INTERPRETATION AND ENFORCEMENT

Entire Agreement; Counterparts

8.01. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

8.02. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on Dec 10, '98 [date].

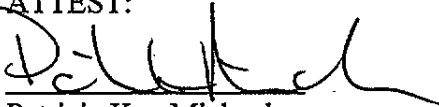
Sapphire Moon, Inc.

By 

Patricia Kay Michaels

President

ATTEST:



Patricia Kay Michaels

Secretary

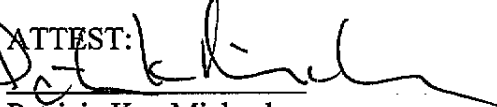
Visual Edge, Inc.

By 

Patricia Kay Michaels

President

ATTEST:



Patricia Kay Michaels

Secretary

 [SEAL]

This instrument was prepared by Sally J. Kircher, whose address is One Independent Drive, Suite 3303, Jacksonville, Florida.