



V51599

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OFFICES IN:
NORTH PALM BEACH, FLORIDA
BOYNTON BEACH, FLORIDA
TAMARAC, FLORIDA

December 11, 1997

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

400002371814--7

-12/15/97-01047-007

*****70.00 *****70.00

Re: MERGER

Dear Sir/Madam:

I am enclosing the Plan and Agreement of Reorganization by merger of Apple Printing Center, Inc. with and into Apple Advertising Specialties, Inc. under the name of Apple Printing & Advertising Specialties, Inc.

Also, find check #12530 in the amount of \$70.00 for the necessary filing fee.

Please file these papers immediately.

Sincerely,

Bruce E. Winter

Bruce E. Winter, JD, LL.M. (TAX), CFP

BEW/cp
Enclosures

SIGNED FOR BRUCE E. WINTER
IN HIS ABSENCE TO PREVENT
DELAY IN MAILING

Mr. Winter, Sec GAVE

AUTHORIZATION BY PHONE TO

insert
~~CORRECT~~ *Articles of Merger and date of adoption*
by shareholders

DATE *DEC 18 1997*
DOC. EXAM.

FILED
97 DEC 15 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger

DEC 7 8 1997

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

APPLE PRINTING CENTER, INC., a Florida corporation, M10257

INTO

APPLE ADVERTISING SPECIALTIES, INC. which changed its name to
APPLE PRINTING & ADVERTISING SPECIALTIES, INC., a Florida
corporation, V51599.

File date: December 15, 1997

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER AND
PLAN AND AGREEMENT OF REORGANIZATION FILED

by merger of

APPLE PRINTING CENTER, INC.

with and into

APPLE ADVERTISING SPECIALTIES, INC.

under the name of

APPLE PRINTING & ADVERTISING SPECIALTIES, INC.

97 DEC 15 PM 2:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This is a Plan and Agreement of Merger (Agreement) between APPLE PRINTING CENTER, INC., a Florida corporation (the Merging Corporation), and APPLE ADVERTISING SPECIALTIES, INC., a Florida corporation (the Surviving Corporation).

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of APPLE PRINTING CENTER, INC. and APPLE ADVERTISING SPECIALTIES, INC., pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(a) APPLE PRINTING CENTER, INC. shall be merged with and into APPLE ADVERTISING SPECIALTIES, INC., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be APPLE PRINTING & ADVERTISING SPECIALTIES, INC.

(c) When this agreement shall become effective, the separate corporate existence of APPLE PRINTING CENTER, INC. shall cease, and the Surviving Corporation shall



succeed, without other transfer, to all the rights and property of APPLE PRINTING CENTER, INC. 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 APPLE PRINTING CENTER, INC., as well as with the assets of APPLE ADVERTISING SPECIALTIES, INC.

(e) The shareholders of APPLE PRINTING CENTER, INC. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of APPLE PRINTING CENTER, INC. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its Common Stock.

(g) The shareholders of APPLE ADVERTISING SPECIALTIES, INC. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of APPLE ADVERTISING SPECIALTIES, INC., 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, except ARTICLE I - NAME shall be amended to read "The name of the corporation shall be APPLE PRINTING & ADVERTISING SPECIALTIES, INC."

Effective Date

1.02. The effective date of the merger (Effective Date) shall be when the Articles of Merger are filed by the Department of State.



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, APPLE PRINTING CENTER, INC. represents and warrants to the Surviving Corporation as follows:

(a) APPLE PRINTING CENTER, 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.

(b) APPLE PRINTING CENTER, INC. has an authorized capitalization of Five Hundred (500) shares of common stock, each of \$1.00 par value, of which Five Hundred (500) shares are validly issued and outstanding, fully paid, and non assessable on the date of this Agreement.

(c) All required federal, state, and local tax returns of APPLE PRINTING CENTER, 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. APPLE PRINTING CENTER, INC. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to APPLE PRINTING CENTER, INC. to execute this Agreement and perform its obligations under this Agreement, APPLE ADVERTISING SPECIALTIES, INC. represents and warrants to APPLE PRINTING CENTER, INC. as follows:

(a) APPLE ADVERTISING SPECIALTIES, 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.



(b) APPLE ADVERTISING SPECIALTIES, INC. has an authorized capitalization of One Thousand (1,000) shares of common stock, of \$1.00 par value.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts.

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.

The date of adoption of the Plan and Agreement of the Merger by the Shareholders of each corporation was December 3, 1997.



ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of APPLE PRINTING CENTER, INC. shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. The shareholders of APPLE PRINTING CENTER, INC. shall be entitled to receive One (1) share of the surviving corporation, for each share of common stock of APPLE PRINTING CENTER, INC.

Shares of Survivor

4.03. The currently outstanding One Hundred (100) shares of common stock of APPLE ADVERTISING SPECIALTIES, INC., each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. (a) The present Board of Directors of APPLE ADVERTISING SPECIALTIES, 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 APPLE ADVERTISING SPECIALTIES, 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 APPLE ADVERTISING SPECIALTIES, 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. NATURE AND SURVIVAL OF WARRANTS, INDEMNIFICATION, AND EXPENSES OF NON SURVIVOR

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of APPLE PRINTING CENTER, INC., APPLE ADVERTISING SPECIALTIES, INC., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.



ARTICLE 8. TERMINATION

Circumstances

8.01. 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:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

(1) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(2) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation. The election of the Board of Directors of APPLE ADVERTISING SPECIALTIES, INC. if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of APPLE PRINTING CENTER, INC. on the exchange of their common stock for stock of the Surviving Corporation.

Notice of and Liability on Termination

8.02. 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 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. APPLE PRINTING CENTER, INC. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. APPLE PRINTING CENTER, INC. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.



Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of APPLE PRINTING CENTER, INC., to:

5055 Northwest Tenth Terrace
Fort Lauderdale, Florida 33309

or to such other person or address as APPLE PRINTING CENTER, INC. may from time to time request in writing.

(b) In the case of APPLE ADVERTISING SPECIALTIES, INC., to:

5055 Northwest Tenth Terrace
Fort Lauderdale, Florida 33309

or to such other person or address as APPLE ADVERTISING SPECIALTIES, INC. may from time to time request in writing.

Entire Agreement Counterparts

9.03. 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

9.04. 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 3 day of December
1997.

APPLE PRINTING CENTER, INC.
By [Signature]

ATTEST: [Signature] (SEAL)
Secretary

APPLE ADVERTISING SPECIALTIES, INC.
By [Signature]

ATTEST: [Signature] (SEAL)
Secretary

THIS INSTRUMENT WAS PREPARED BY:

BRUCE E. WINTER, ESQ.
2300 Corporate Boulevard - Suite 137
Boca Raton, FL 33431

