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ESTIMATED DATE
7/8/04

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TALLAHASSEE, FLORIDA
04 JUL -7 PM 4:34

GRAY | ROBINSON
ATTORNEYS AT LAW

SUITE 600
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POST OFFICE BOX 11189
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July 7, 2004

Division of Corporations
George Firestone Building
409 East Gaines Street
Tallahassee, FL 32301

Via Hand Delivery

STATE OF FLORIDA
TALLAHASSEE
04 JUL - 7 PM 4:37
FILED
EFFECTIVE DATE
7/8/04

To Whom It May Concern:

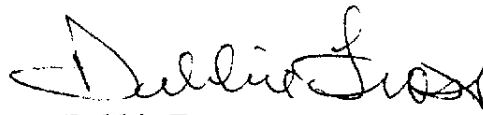
Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$68.75** for the applicable filing fees and fees to obtain a **Certified Copy** of the **Articles of Merger** for the following entities:

DIGITAL IMAGING INFRARED, LLC
with and into

DIGITAL INFRARED IMAGING, INC.
(Document No. F04000003596)

Upon receipt, please "date-stamp" the copy of the letter provided and call me at 222-7717, when the document is ready. Thank you for your assistance in this matter.

Very truly yours,



Debbie Frost
Office Administrator

/dyf
Enclosures

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TALLAHASSEE

**ARTICLES OF MERGER
MERCING
DIGITAL IMAGING INFRARED, LLC
WITH AND INTO
DIGITAL INFRARED IMAGING, INC.**

FILED
04 JUL -7 PM 4:37
STATE OF FLORIDA
TALLAHASSEE
~~7/8/04~~
EFFECTIVE TIME

Pursuant to Section 264 of the General Corporation Law of the State of Delaware and Sections 608.438, 608.4381, 608.4382 and 608.4383 of the Florida Limited Liability Company Act, **DIGITAL IMAGING INFRARED, LLC** (the "LLC"), a Florida limited liability company, and **DIGITAL INFRARED IMAGING, INC.** (the "Corporation"), a Delaware corporation, hereby adopt the following Articles of Merger:

ARTICLE I

The name, type of entity and state of organization of each of the constituent business entities are as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>
LU2000017896 DIGITAL IMAGING INFRARED, LLC	Florida	Limited Liability Company
DIGITAL INFRARED IMAGING, INC.	Delaware	Corporation

The address of the principal office of the Corporation is 174 Semoran Commerce Place, Suite 111, Apopka, Florida 32703.

ARTICLE II

Effective at 12:02 a.m., Eastern Daylight Time, on July 8, 2004 (the "Effective Time"), the LLC shall be merged with and into the Corporation, and the Corporation shall be the surviving business entity.

ARTICLE III

The Agreement and Plan of Merger (the "Plan of Merger"), by and between the Corporation and the LLC, pursuant to which the LLC shall merge with and into the Corporation is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

ARTICLE IV

The Plan of Merger was adopted and approved by the all of the members of the LLC as of the date hereof, in accordance with the applicable provisions of Chapter 608, *Florida Statutes*, and in accordance with the terms of the Operating Agreement of Limited Liability Company of the LLC. The Plan of Merger was adopted by the Board of Directors and approved by the sole shareholder of the Corporation as of date hereof, in accordance with the applicable provisions of the General Corporation Law of the State of Delaware, and in accordance with the Corporation's Certificate of Incorporation and Bylaws. There are no dissenting members of the LLC or dissenting shareholders of the Corporations.

ARTICLE V

In accordance with Section 608.4382, *Florida Statutes*, the Corporation hereby appoints the Secretary of State of the State of Florida as its Registered Agent for service of process in any proceeding to enforce any obligations or rights of dissenting members of the LLC, if any, and the Corporation hereby agrees to promptly pay to the dissenting members of the LLC, if any, the amount, if any, to which they are entitled under Section 608.4384, *Florida Statutes*.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, these Articles of Merger are dated as of the 7 day of
July, 2004.

DIGITAL IMAGING INFRARED, LLC,
a Florida limited liability company

By: 
Seth D. Ellis, Chief Executive Officer

DIGITAL INFRARED IMAGING, INC.,
a Florida corporation

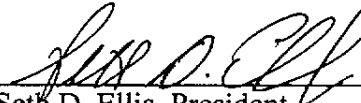
By: 
Seth D. Ellis, President

Exhibit A

**AGREEMENT AND PLAN OF MERGER
OF
DIGITAL IMAGING INFRARED, LLC
WITH AND INTO
DIGITAL INFRARED IMAGING, INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger"), approved effective as of the 7 day of July, 2004, is entered into among **DIGITAL IMAGING INFRARED, LLC**, a Florida limited liability company ("Target"), **DIGITAL INFRARED IMAGING, INC.**, a Delaware corporation ("Survivor"), and with Target and Survivor referred to collectively herein as the "Constituent Entities."

1. This Plan of Merger contemplates that Target will merge with and into Survivor, and the members of Target will receive common stock of Survivor in exchange for their membership interests in Target.

2. The principal place of business for each Constituent Entity is located at 174 Semoran Commerce Place, Suite 111, Apopka, Florida 32703.

3. Survivor has authorized for issuance 6,142,857 shares of common stock, par value \$0.001 (collectively, the "Survivor Stock"), one (1) share of which is issued and outstanding and held by Target as Survivor's sole stockholder immediately prior to the Effective Time (as defined below). Such one (1) share of Survivor Stock issued and outstanding and held by Target immediately prior to the Effective Time was issued in connection with the formation of Survivor and solely to facilitate the Merger (as defined below). There are no options or other rights to acquire additional shares of Survivor Stock issued or outstanding.

4. Target is a limited liability company that has more than one member (with such members referred to collectively herein as the "Target Members") and is considered a "partnership" for federal income tax purposes pursuant to the default "check the box" rule set forth in Treas. Reg. § 301.7701-3(b)(1)(ii).

5. The Merger (as defined below) is a transaction intended for federal income tax purposes to be treated as a contribution by Target of all of its assets and liabilities to Survivor in exchange for shares of Survivor Stock (the "Survivor Shares"), followed by a distribution by Target of the Survivor Shares to the Target Members pro rata based on the Target Members' membership interests in Target, which distribution shall be in liquidation of Target.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Constituent Entities hereby agree as follows:

ARTICLE I

1.1 Names of Constituent Entities.

Name of Target Entity: DIGITAL IMAGING INFRARED, LLC, a Florida limited liability company

Name of Surviving Entity: DIGITAL INFRARED IMAGING, INC., a Delaware corporation

1.2 **The Merger.** Target shall merge with and into Survivor (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of Target shall cease, and Survivor shall continue as the surviving entity in the Merger (the "Surviving Entity"), and shall further continue its legal existence under the laws of the State of Delaware.

1.3 **Effect of Merger.** Upon the Effective Time (defined below) of the Merger, the separate existence of Target shall cease and the Surviving Entity, (i) shall continue to possess all of the assets, rights, powers and property of Target as constituted immediately prior to the Effective Time, (ii) shall be subject to all actions previously taken by Target's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Target in the manner more fully set forth in Sections 264(e) and 259 of the Delaware General Corporation Law (the "DGCL"), (iv) shall continue to be subject to all of the debts, liabilities and obligations of Target as constituted immediately prior to the Effective Time and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Target in the same manner as if the Surviving Entity had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the Florida Limited Liability Company Act (the "FLLCA").

1.4 Effective Time.

The Merger shall become effective at 12:02 a.m. Eastern Daylight Time on July 8, 2004 (the "Effective Time"). The Constituent Entities will cause Articles of Merger to be filed with the Florida Secretary of State and a Certificate of Merger to be filed with the Delaware Secretary of State (collectively the "Merger Documents") in such form as required by, and executed in accordance with the relevant provisions of DGCL and FLLCA in order to effect the Merger as of the Effective Time.

1.5 **Additional Action.** The Surviving Entity shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of either Target or Survivor, in order to vest or to perfect or confirm of record in the Surviving Entity the title to any property, rights, privileges, powers, licenses, and franchises of either Target or Survivor.

ARTICLE 2

2.1 **Survivor Stock.** At the Effective Time, the one (1) share of Survivor Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any

action on the part of the holder thereof, be cancelled in exchange for no consideration, it being understood that such one (1) share of Survivor Stock was issued in connection with the formation of Survivor and solely to facilitate the Merger.

2.2 **Conversion of Target Membership Interests.** As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any of the following securities:

(a) The membership interest in Target issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive 6,142,857 shares of Survivor Stock.

(b) Upon such conversion, each Target Member's ownership of shares of the aggregate shares of Survivor Stock will be identical in proportion to such Target Member's ownership of a membership interest in Target immediately prior to the Effective Time. No other shares of Survivor Stock will be issued or outstanding immediately following the Effective Time other than the shares of Survivor Stock issued to the Target Members in connection with the Merger.

(c) In connection with the Merger, no interest, dividends, or other distributions shall be payable with respect to the membership interests in Target that were issued and outstanding immediately prior to the Effective Time.

(d) From and after the Effective Time, no membership interests in Target shall be deemed outstanding, and holders of membership interests in Target shall cease to have any rights with respect thereto, except as provided herein or by the Acts.

(e) At the Effective Time, the membership interest transfer books of Target shall be closed and no transfer of membership interests in Target shall thereafter be made.

2.3 **Rights and Obligations of Target.** In accordance with and insofar as permitted by the applicable provisions of the Acts the Surviving Entity shall possess all rights, privileges and powers of Target.

ARTICLE 3

3.1 **Survivor Certificate of Incorporation and Bylaws.** The Certificate of Incorporation and Bylaws of Survivor in effect immediately prior to the Effective Time shall be the Certificate of Incorporation and Bylaws of the Surviving Entity immediately following the Merger.

3.2 **Directors and Officers.** The directors and officers of Digital Infrared Imaging, Inc. on the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

3.3 **Articles of Organization of Target.** The Articles of Organization of Target, filed with the Florida Secretary of State on July 16, 2002, shall be deemed terminated as of the Effective Time.

3.4 **Target Organizational Agreements.** All other organizational agreements and instruments relating to Target shall be deemed terminated as of the Effective Time.

ARTICLE 4

4.1 **Amendment.** The Constituent Entities may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the Target Members and Target, as the sole shareholder of Survivor, shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by all of the Constituent Entities.

4.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Target Shareholders and Target, as the sole shareholder of Survivor) upon mutual written consent of Target and Survivor.

4.3 **Shareholder and Member Approval.** The respective obligations of the Constituent Entities to effect the Merger shall be subject to Target and Survivor obtaining the requisite approval of the Target Members and Target, as the sole shareholder of Survivor, respectively, prior to the Effective Time.

4.4 **Filing of the Merger Documents.** After obtaining such requisite approval by the Target Members and Target, as the sole shareholder of Survivor, any director or officer of Survivor and any director or officer of Target are hereby authorized and directed to cause the Merger Documents and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.

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IN WITNESS WHEREOF, the Constituent Entities have executed this Plan of Merger effective as of the date first written above.


TARGET:

DIGITAL IMAGING INFRARED, LLC, a
Florida limited liability company

By: 
Name: Seth D. Ellis
Its: Chief Executive Officer

SURVIVOR/SURVIVING ENTITY:

DIGITAL INFRARED IMAGING, INC., a
Delaware corporation

By: 
Name: Seth D. Ellis
Its: President

The undersigned Secretary of Digital Infrared Imaging, Inc. does hereby certify that all of the shares of outstanding stock entitled to vote on this Agreement and Plan of Merger voted for the adoption of this Agreement and Plan of Merger.



Seth D. Ellis, Secretary

The undersigned Secretary of Digital Imaging Infrared, LLC does hereby certify that the members holding a majority of the outstanding units entitled to vote on this Agreement and Plan of Merger voted for the adoption of this Agreement and Plan of Merger.



Seth D. Ellis, Secretary