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*Merger
T Lewis*

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

06 JAN 23 AM 8:45

FILED



Eduardo Waite
Direct Dial: (770) 951-6781859-2541
Direct FAX: (770) 303-1134818-2317
E-MAIL: ewaite@hssw.com

January 20, 2006

VIA FEDEX

Florida Department of State
Division of Corporations
Amendment Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: WorkingCache, Inc.

To Whom It May Concern:

Enclosed herewith for filing with the Secretary of State in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F.S. is an original and one conformed copy of the Articles of Merger as well as a check in the amount of \$78.75 for the filing and certification fees, in connection with the merger of WorkingCache, Inc., a Florida corporation, with and into WorkingCache, Inc., a Georgia corporation.

Please file the Articles of Merger, and return a certified copy as well as any correspondence concerning this matter to:

Eduardo Waite
Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Rd.
Suite 400
Atlanta, GA 30339

Thank you for your assistance with this matter. If you have any questions concerning this matter, **please call me at 770-859-2541.**

Sincerely,

Eduardo Waite

EW
Enclosures

ARTICLES OF MERGER
of
WORKINGCACHE, INC.,
a Florida corporation,
with and into
WORKINGCACHE, INC.,
a Georgia corporation

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Florida Act"), **WORKINGCACHE, INC.**, a Georgia corporation (the "Surviving Corporation"), hereby certifies in connection with the merger of **WORKINGCACHE, INC.**, a Florida corporation (the "Merging Corporation"), with and into the Surviving Corporation (the "Merger"):

I. The name, state of incorporation and principal office of the Surviving Corporation is "WorkingCache, Inc.", a Georgia corporation, located at 6471 Whispering Trail, Atlanta, Georgia, 30328.

II. The name and state of incorporation of the Merging Corporation is "WorkingCache, Inc.", a Florida corporation.

III. A copy of the executed Agreement and Plan of Merger (the "Plan") is attached hereto.

IV. The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

V. The Plan was adopted, recommended and approved by the unanimous joint written consent of the Board of Directors and the Shareholders of the Surviving Corporation on January 20, 2006 in accordance with the provisions of Section 14-2-1103 of the Georgia Business Corporation Code.

VI. The Plan was duly adopted, recommended and approved by the unanimous joint written consent of the Board of Directors and the Shareholders of the Merging Corporation on January 20, 2006, in accordance with Section 607.1103 of the Florida Act.

VII. The Surviving Corporation is hereby deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of any dissenting shareholders of the Merging Corporation.

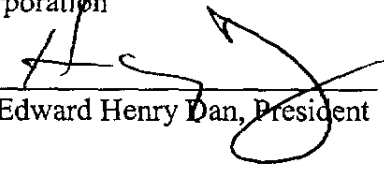
VIII. The Surviving Corporation has agreed to promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which such dissenting shareholders are entitled under Section 607.1302 of the Florida Act.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized representative to execute this Certificate of Merger as of this 20th day of January, 2006.

WorkingCache, Inc., as Surviving
Corporation

By: 
Edward Henry Dan, President

WorkingCache, Inc., as Merging
Corporation

By: 
Edward Henry Dan, President

AGREEMENT AND PLAN OF MERGER

BETWEEN

WORKINGCACHE, INC.
(A FLORIDA CORPORATION)

AND

WORKINGCACHE, INC.
(A GEORGIA CORPORATION)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of January 20, 2006 by and between WORKINGCACHE, INC., a Florida corporation (the "Merged Corporation"), and WORKINGCACHE, INC., a Georgia corporation (the "Surviving Corporation").

ARTICLE I
DEFINITIONS

1.1 Effective Time. "Effective Time" shall mean the date and time the merger contemplated by this Agreement (the "Merger") becomes effective pursuant to the laws of the State of Georgia.

1.2 Surviving Corporation. "Surviving Corporation" shall refer to WorkingCache, Inc., a Georgia corporation, as the corporation surviving the Merger.

1.3 Merged Corporation. "Merged Corporation" shall refer to WorkingCache, Inc., a Florida corporation.

ARTICLE II
TERMS OF MERGER

2.1 Merger. On the Effective Date and subject to the terms and conditions of this Agreement, the applicable provisions of Florida Business Corporation Act (the "Florida Act") and the applicable provisions of the Georgia Business Corporation Code (the "Georgia Code"), the Merged Corporation shall be merged with and into the Surviving Corporation. The Surviving Corporation shall be the surviving corporation resulting from the Merger and shall continue to exist and be governed by the laws of the State of Georgia under the corporate name "WorkingCache, Inc." The Merger shall be consummated pursuant to the terms of this Agreement which has been approved by the board of directors and shareholders of the Merged Corporation. The separate existence of the Merged Corporation shall cease on and after the Effective Date.

2.2 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation as they exist at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.3 Bylaws. The Articles of Incorporation of the Surviving Corporation as they exist at the Effective Time shall remain in full force and effect after the Effective Time and shall not

be amended by virtue of the Merger.

2.4 Board of Directors. The directors of the Surviving Corporation shall continue to serve as the directors of the Surviving Corporation, and shall hold office from and after the Effective Time until their respective successors are elected and qualify.

2.5 Officers. The officers of the Surviving Corporation shall continue to serve as the officers of the Surviving Corporation, and shall hold office from and after the Effective Time until their respective successors are appointed and qualify.

2.6 Tax Matters. This Agreement also constitutes a "plan of reorganization" within the meaning of Section 1.368-2(g) of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended.

ARTICLE III CONVERSION OF SHARES

3.1 Conversion of Shares. On the Effective Date, by virtue of the Merger and without any action on the part of the holder of any shares of common stock of the Merged Corporation or the Surviving Corporation, each share of the outstanding common stock of the Merged Corporation shall be exchanged and converted into one (1) fully paid and non-assessable share of the common stock of the Surviving Corporation.

3.2 Merged Corporation Shareholders. Each holder of a share certificate of the Merged Corporation shall, upon surrender of such share certificate to the Surviving Corporation, receive pro rata a share certificate of the Surviving Corporation. The issued and outstanding shares of the Merged Corporation shall automatically be cancelled and shall no longer be outstanding, and all rights in respects thereof shall cease to exist.

ARTICLE IV ADDITIONAL COVENANTS AND AGREEMENTS

4.1 Submission to Service in Florida. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of the Merged Corporation arising from the Merger, including any suit or other proceeding to enforce the rights of any shareholders as may be determined in appraisal proceedings pursuant to the provisions of Section 607.1326 of the Florida Act, and irrevocably appoints the Secretary of State of Florida as its agent to accept services of process in any such suit or proceeding.

4.2 Cooperation. Upon the approval and adoption of this Agreement by the shareholders of the Merged Corporation in accordance with the Florida Act, the parties hereto agree that they will cause to be executed and filed and recorded any document or documents prescribed by the Florida Act or the Georgia Code, and that they will cause to be performed all necessary acts within the State of Florida and the State of Georgia and elsewhere to effectuate the merger herein provided for.

4.3 Further Assurances. The Merged Corporation hereby appoints its officers and directors, each acting alone, as its true and lawful attorneys in fact to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and

documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger herein provided for.

**ARTICLE V
EFFECTIVE DATE, TERMINATION, AMENDMENT**

5.1 Effective Date. This Merger shall be effective in the State of Florida and the State of Georgia upon the filing of the Certificate of Merger with the Georgia Secretary of State and the Articles of Merger with the Florida Department of State, and as otherwise provided under the Florida Act and the Georgia Code.

5.2 Termination. Notwithstanding the full approval and adoption of this Agreement, this Agreement may be terminated by either party at any time prior to the filing thereof with the Secretary of State of the State of Georgia.

5.3 Amendment. Notwithstanding the full approval and adoption of this Agreement, this Agreement may be amended at any time and from time to time prior to the filing thereof with the Secretary of State of the State of Georgia or the Florida Department of State by a written instrument signed by the parties hereto.

**ARTICLE VI
MISCELLANEOUS**

6.1 Counterparts. This Agreement may be executed in several counterparts and delivered by facsimile transmission or otherwise, and all counterparts so executed shall constitute one and the same Agreement and be binding on all parties hereto. When all parties have signed at least one counterpart, each counterpart shall be deemed complete and shall constitute the same instrument. One or more copies of this Agreement may be executed but it shall not be necessary, in making proof of the existence of this Agreement, to provide more than one original copy.

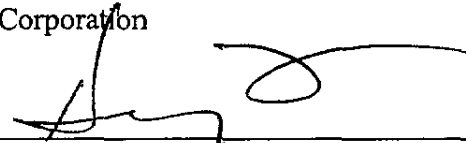
6.2 Entire Agreement. This Agreement is intended by the parties to be the final expression of their agreement with respect to the matters set forth herein and is intended to contain all of the terms of such agreement without the need to refer to other documents. There are no other understandings, written or oral, among the parties with respect to the matters set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement is hereby executed upon behalf of each of the parties thereto this 20th day of January 2006.

“Merged Corporation”

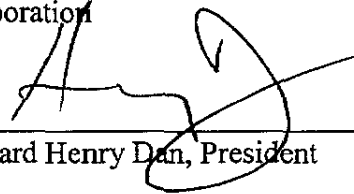
WORKINGCACHE, INC., a Florida Corporation



Edward Henry Dan, President

“Surviving Corporation”

WORKINGCACHE, INC., a Georgia Corporation



Edward Henry Dan, President