

P94000067707



ACCOUNT NO. : 072100000032
REFERENCE : 576559 10063A
AUTHORIZATION : Patricia Pignato
COST LIMIT : \$ 77.50

ORDER DATE : February 4, 2000
ORDER TIME : 12:13 PM
ORDER NO. : 576559-005
CUSTOMER NO: 10063A

000003124550--9

CUSTOMER: Geoffrey Vining, Esq
C. Geoffrey Vining, Esquire
Suite 702
129 S. Kentucky
Lakeland, FL 33801

ARTICLES OF MERGER

L94000001087

HIGHLANDER COMMUNICATIONS,
L.C.

INTO

P94000067707

HIGHLANDER ENGINEERING, INC.

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

- XX CERTIFIED COPY
- PLAIN STAMPED COPY
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CONTACT PERSON: Angie Glisar

EXAMINER'S INITIALS:

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ANN
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: —

HIGHLANDER COMMUNICATIONS, L.C., a Florida Limited Liability Company,
L96000001087 —

INTO

HIGHLANDER ENGINEERING, INC., a Florida entity, P94000067707

File date: February 4, 2000

Corporate Specialist: Trevor Brumbly

Account number: 072100000032 —

Account charged: 77.50

ARTICLES OF MERGER OF HIGHLANDER COMMUNICATIONS, L.C.,
A FLORIDA LIMITED LIABILITY COMPANY AND HIGHLANDER
ENGINEERING, INC., A FLORIDA CORPORATION

Pursuant to the provisions of Section 607.1105 of the Florida General Corporation Act, the undersigned Florida Limited Liability Company and the undersigned Florida Corporation hereby adopt the following Articles of Merger for the purpose of merger with HIGHLANDER ENGINEERING, INC. which shall be the Surviving Entity:

1. HIGHLANDER ¹⁹¹⁰⁰⁰⁰⁰⁰¹⁰⁸⁷ COMMUNICATIONS, L.C. is a Florida Limited Liability Company and is to be merged into HIGHLANDER ENGINEERING, INC. which is a Florida Corporation.

2. The name of the surviving entity is HIGHLANDER ¹⁹¹⁴⁰⁰⁰⁰⁰⁶⁷⁷⁰⁷ ENGINEERING, INC., and it is governed by the laws of the State of Florida.

3. The effective date of this merger is and shall be February 4, 2000.

4. The Plan and Agreement of Merger, a copy of which is attached hereto, was adopted by the shareholders of HIGHLANDER ENGINEERING, INC. on February 3, 2000 in the manner prescribed by the Florida General Corporation Act, and was approved by the members of HIGHLANDER COMMUNICATIONS, L.C. on February 3, 2000 in the manner prescribed by the laws of the State of Florida.

5. As to HIGHLANDER COMMUNICATIONS, L.C., the number of voting members entitled to vote on such Plan, are eight thousand six hundred ninety-six (8,696) and as to HIGHLANDER ENGINEERING, INC., the number of shares outstanding and entitled to vote on such Plan, is one hundred (100).

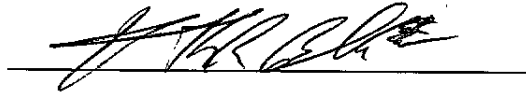
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ALLAHUABSEL, FLORIDA
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VERIFICATION

State of Florida

County of Polk

KENNETH R. BLACK, being duly sworn according to law, deposes and says that he/she is the President of HIGHLANDER ENGINEERING, INC., that he/she is authorized to make this affidavit on its behalf and that the facts set forth in the foregoing Articles of Merger are true and correct to the best of his/her knowledge, information and belief.



Subscribed and sworn to before me, a Notary Public, in and for the County and State aforesaid; this 3rd day of February, 2000.


NOTARY PUBLIC

C. GEOFFREY VINING
Notary Public, State of Florida
My comm. exp. June 6, 2003
Comm. No. CC843544

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PLAN AND AGREEMENT OF REORGANIZATION

By Merger of

HIGHLANDER COMMUNICATIONS, L.C., a Florida
Limited Liability Company
with and unto
HIGHLANDER ENGINEERING, INC., a Florida Corporation
under the name of
HIGHLANDER ENGINEERING, INC., a Florida Corporation

This is a Plan and Agreement for Merger between HIGHLANDER COMMUNICATIONS, L.C., a Florida Limited Liability Company with and unto HIGHLANDER ENGINEERING, INC., a Florida Corporation under the name of the surviving entity, HIGHLANDER ENGINEERING, INC. This Plan is entered into by and among all of the members and the sole manager of HIGHLANDER COMMUNICATIONS, L.C., on its behalf, and the sole shareholder and the sole director of HIGHLANDER ENGINEERING, INC., on its behalf.

ARTICLE I. PLAN OF MERGER

Plan Adopted

1.01 — A plan of merger of HIGHLANDER COMMUNICATIONS, L.C., with and unto HIGHLANDER ENGINEERING, INC., a Florida Corporation, under the name of HIGHLANDER ENGINEERING, INC., a Florida Corporation, pursuant to Section 607.1101 and Section 608.438 of the Florida Statutes. and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) HIGHLANDER COMMUNICATIONS, L.C., a Florida Limited Liability Company, shall be merged with and unto HIGHLANDER ENGINEERING, INC., a Florida Corporation, under the name of HIGHLANDER ENGINEERING, INC., a Florida Corporation, to exist and be governed by the laws of State of Florida.

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(b) The name of the Surviving Entity shall be HIGHLANDER ENGINEERING, INC., a Florida Corporation.

(c) When this agreement shall become effective, the separate entity existence of HIGHLANDER COMMUNICATIONS, L.C. shall cease, and HIGHLANDER ENGINEERING, INC. shall succeed, without other transfer, to all the rights and property of HIGHLANDER COMMUNICATIONS, L.C., and shall be subject to all the debts and liabilities of HIGHLANDER COMMUNICATIONS, L.C. in the same manner as if HIGHLANDER ENGINEERING, INC. had itself incurred them. All rights of creditors and all liens on the property of each constituent entity shall be preserved unimpaired, and each lien on the property of each constituent entity shall be limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Entity will carry on business with the assets of HIGHLANDER COMMUNICATIONS, L.C. as well as with the assets of HIGHLANDER ENGINEERING, INC.

(e) The members of HIGHLANDER COMMUNICATIONS, L.C. will surrender all of their membership units in HIGHLANDER COMMUNICATIONS, L.C. in the manner hereinafter set forth.

(f) In exchange for the membership units of HIGHLANDER COMMUNICATIONS, L.C. to be surrendered by the members of HIGHLANDER COMMUNICATIONS, L.C., the Surviving Entity shall issue and transfer to those members, on the basis set forth in Article 5 below, shares of its common stock.

(g) The shareholder of HIGHLANDER ENGINEERING, INC. will exchange his existing stock certificate(s) for fresh stock

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certificates evidencing the number of shares to which he is entitled on the basis set forth in Article 5 below.

Effective Date

1.02 The effective date of the merger shall be February 4, 2000

ARTICLE 2. AMENDMENTS TO THE ARTICLES OF INCORPORATION OF HIGHLANDER ENGINEERING, INC., THE SURVIVING ENTITY

2.01 The Articles of Incorporation of HIGHLANDER ENGINEERING, INC. shall be amended in the following respects and, as amended, shall continue in full force as the Articles of Incorporation of HIGHLANDER ENGINEERING, INC. until altered, amended or repealed as provided in the Articles or as provided by law.

2.02 The Articles of Incorporation of HIGHLANDER ENGINEERING, INC. shall be amended such that the text of Article 3., Capital Stock, of the Articles of Incorporation shall be deleted and shall be replaced with the following in its entirety:

The maximum aggregate number of shares of stock that this corporation is authorized to have outstanding at any one time is fifteen million (15,000,000) shares of common stock having One Dollar (\$1.00) par value per share.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

3.01 As a material inducement to execute this Agreement, HIGHLANDER COMMUNICATIONS, L.C. represents and warrants to HIGHLANDER ENGINEERING, INC. as follows:

(a) HIGHLANDER COMMUNICATIONS, L.C. is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Florida with the power and

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authority to own property and carry on its business as it is now being conducted.

(b) HIGHLANDER COMMUNICATIONS, L.C., a Florida limited liability company, has, prior to the effective date hereof, eight thousand six hundred ninety-six (8,696) authorized and outstanding membership units for which the company has been fully paid.

(c) All required federal, state, and local tax returns of HIGHLANDER COMMUNICATIONS, L.C. 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. HIGHLANDER COMMUNICATIONS, L.C. has not been delinquent in the payment of any tax or assessment.

3.02 As a material inducement to execute this Agreement and perform the respective obligations hereunder, HIGHLANDER ENGINEERING, INC. represents and warrants to HIGHLANDER COMMUNICATIONS, L.C. as follows:

(a) HIGHLANDER ENGINEERING, 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) HIGHLANDER ENGINEERING, INC. is authorized, prior to the effective date of the Amendment to its Articles of Incorporation as set forth in Article II of this Plan and Agreement, to issue 1,000 shares of common stock, each having \$1.00 par value. As of the date of this Agreement, 100 shares of common stock have been validly issued and are outstanding, fully paid, and nonassessable.

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ARTICLE 4. COVENANTS, ACTIONS, AND
OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Submission to Shareholders

4.01 This Agreement shall be submitted to the members of HIGHLANDER COMMUNICATIONS, L.C. and to the owners of the common stock of HIGHLANDER ENGINEERING, INC. for approval in a manner provided by the laws of the State of Florida, the Articles of Organization of HIGHLANDER COMMUNICATIONS, L.C. and the Articles of Incorporation of HIGHLANDER ENGINEERING, INC.

ARTICLE 5. MANNER OF CONVERTING SHARES

HIGHLANDER COMMUNICATIONS, L.C.

5.01 The members of HIGHLANDER COMMUNICATIONS, L.C. shall surrender their membership units as evidenced by certificates representing those membership units to Kenneth Black promptly upon the Effective Date hereof in exchange for shares of HIGHLANDER ENGINEERING, INC. to which they are entitled under this Article 5.

5.02 The members of HIGHLANDER COMMUNICATIONS, L.C. shall be entitled to receive 673.581 shares of the common stock of HIGHLANDER ENGINEERING, INC. from each membership unit owned in HIGHLANDER COMMUNICATIONS, L.C. Likewise, each outstanding option to purchase one (1) membership unit in HIGHLANDER COMMUNICATIONS, L.C. shall entitle the holder to acquire 673.581 shares of HIGHLANDER ENGINEERING, INC.

HIGHLANDER ENGINEERING, INC.

5.03 The sole stockholder of HIGHLANDER ENGINEERING, INC. shall surrender his stock certificate promptly upon the Effective

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Date hereof in exchange for the shares to which he is entitled under this Article 5.

5.04 The sole stockholder of HIGHLANDER ENGINEERING, INC. shall be entitled to receive 31,576.697 shares of the common stock of HIGHLANDER ENGINEERING, INC. for each share owned prior to the merger. Likewise, each option outstanding prior to the merger to purchase one share of HIGHLANDER ENGINEERING, INC. shall entitle the holder to purchase 31,576.697 shares of HIGHLANDER ENGINEERING, INC. subsequent to the effective date of the merger.

ARTICLE 6. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

6.01 (a) The present Board of Directors of HIGHLANDER ENGINEERING, INC., shall continue to serve as the Board of Directors of the Surviving Entity after the merger until the election and taking of office of their successors.

(b) All persons who, as of the Effective Date of the merger shall be executive or administrative officers of HIGHLANDER ENGINEERING, INC. shall remain as officers until the Board of Directors of HIGHLANDER ENGINEERING, INC. shall determine otherwise. Further, the Board of Directors of the Surviving Entity may elect to appoint additional officers at it deems necessary.

ARTICLE 7. BYLAWS

7.01 The Bylaws of HIGHLANDER ENGINEERING, INC., as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Entity until altered, amended or repealed as provided in the Bylaws or as provided by law.

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ARTICLE 8. INTERPRETATION AND ENFORCEMENT

Further Assurances

8.01 HIGHLANDER COMMUNICATIONS, L.C. agrees that from time to time, as and when requested by HIGHLANDER ENGINEERING, INC. or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. HIGHLANDER COMMUNICATIONS L.C. further agrees to take or cause to be taken any further or other actions as HIGHLANDER ENGINEERING, INC. may deem necessary or desirable to vest in, to perfect in, or to confirm of record or otherwise to HIGHLANDER ENGINEERING, INC. title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

8.02 Any notice of other communications required or permitted under this Agreement shall be deemed to have been properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed as follows:

(a) In the case of HIGHLANDER COMMUNICATIONS, L.C., to:

208 East Pine Street
Lakeland, Florida 33801

or to such other person or address as may be requested

in writing.

(b) In the case of HIGHLANDER ENGINEERING, INC., to:

208 East Pine Street
Lakeland, Florida 33801

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or to such other person or address as may be requested in writing.

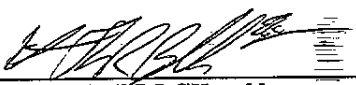
Entire Agreement; Counterparts


8.03 This Agreement contains 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.

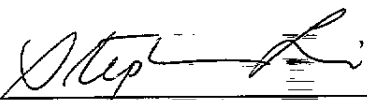
Controlling Law

8.04 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 February 3, 2000.


KENNETH BLACK, Manager and Member of HIGHLANDER COMMUNICATIONS, L.C.


KENNETH BLACK, Sole Stockholder and Sole Director of HIGHLANDER ENGINEERING, INC.


STEPHEN LI, Member of HIGHLANDER COMMUNICATIONS, L.C.

THIS INSTRUMENT PREPARED BY:
C. GEOFFREY VINING, P.A.
129 South Kentucky Avenue, Suite 702
Lakeland, FL 33801
863/687-8320

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