

P 96000039616

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
03 OCT -1 PM 2:00
DEPT. OF STATE
TALLAHASSEE, FLORIDA

C. Ocullette OCT 02 2003

SPIEGEL & UTRERA, P.A.

(Requestor's Name)

1840 SOUTHWEST 22 STREET, 4TH FLOOR

MIAMI, FL 33145 - (305) 854-6000

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

OFFICE USE ONLY

1. **CYBERDYNE TECHNOLOGIES, INC.** **P96000039616**
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk-In ☐ Pick up time _____ ☐ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
☐	Profit
☐	NonProfit
☐	Limited Liability
☐	Domestication
☐	Other

OTHER FILINGS	
☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

AMENDMENTS	
☐	Amendment
☐	Resignation of R.A., Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☒	Merger

REGISTRATION/ QUALIFICATION	
☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	•Trademark
☐	Other

Examiner's Initials

**ARTICLES OF MERGER
OF**

**360 SOFTWARE CORPORATION,
a Florida corporation**

and

**BORIKEN SOFTWARE TECHNOLOGIES, INC.,
a Florida corporation**

into

**CYBERDYNE TECHNOLOGIES, INC.,
a Florida corporation**

ARTICLES OF MERGER between **CYBERDYNE TECHNOLOGIES, INC.**, a Florida corporation (the "Surviving Corporation") and **360 SOFTWARE CORPORATION**, a Florida corporation and **BORIKEN SOFTWARE TECHNOLOGIES, INC.**, a Florida corporation (the "Nonsurviving Corporations").

Pursuant to '607.1105 of the Florida Statutes, the Surviving Corporation and the Nonsurviving Corporations adopt the following Articles of Merger:

ARTICLE 1 - SURVIVING CORPORATION

1.1 **NAME:** The name of the Surviving corporation shall be changed as a result of the Merger. The name of the corporation surviving the Merger shall be changed from **CYBERDYNE TECHNOLOGIES, INC.** to:

**360 SOFTWARE CORPORATION,
a Florida corporation**

1.2 **DATE OF INCORPORATION:** The Surviving corporation is a domestic corporation, incorporated in the State of Florida on May 8, 1996.

1.3 **PRINCIPAL OFFICE:** The address of the principal office of the Surviving corporation is 12472 Lake Underhill Road, #174, Orlando, Florida 32828 and the mailing address shall be the same.

03 OCT - 1 PM 2:00
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 2 - NONSURVIVING CORPORATIONS

2.1 NAMES: The names of the Nonsurviving corporations are:

360 SOFTWARE CORPORATION,
a Florida corporation

and

BORIKEN SOFTWARE TECHNOLOGIES, INC.,
a Florida corporation

2.2 DATES OF INCORPORATION: The Nonsurviving Corporations are domestic corporations incorporated in the State of Florida. 360 SOFTWARE CORPORATION was incorporated in the State of Florida on June 17, 1999 and BORIKEN SOFTWARE TECHNOLOGIES, INC. was incorporated in the State of Florida on April 30, 1996.

ARTICLE 3 - PLAN OF MERGER

3.1 APPROVALS: The Agreement and Plan of Merger dated the 1st day of October, 2003, between the Surviving corporation and the Nonsurviving Corporations was adopted by the Board of Directors of the Surviving corporation as of the 1st day of October, 2003 and approved by the Shareholders of the Surviving corporation as of 1st day of October, 2003 pursuant to '607.1103(1) of the Florida Statutes and was adopted by the respective Boards of Directors of the Nonsurviving Corporations as of the 1st day of October, 2003 and approved by the respective Shareholders of the Nonsurviving Corporations as of the 1st day of October, 2003 pursuant to '607.1103(1) of the Florida Statutes.

3.2 COPIES: The Surviving corporation shall furnish a copy of the Agreement and Plan of Merger on request and without cost to any Shareholder of any such merging corporation. The Agreement and Plan of Merger as approved is on file at the principal place of business of the Surviving corporation at 12472 Lake Underhill Road, #174, Orlando, Florida 32828 and is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth.

ARTICLE 4 - CAPITALIZATION

Pursuant to the Agreement and Plan of Merger, all of the issued and outstanding shares of each of the Nonsurviving corporations' stock will be acquired by means of a conversion of the Nonsurviving corporations' stock into the Surviving corporation's stock (hereinafter the "Merger").

ARTICLE 5 - OFFICERS

The officers of the Surviving Corporation shall be:

President:	Gustavo Perez-Poveda
Vice President:	Chad A. Chamberlin and Jose L. Rivera
Secretary:	Chad A. Chamberlin
Treasurer:	Gustavo Perez-Poveda

ARTICLE 6 - DIRECTORS

The Directors of the Surviving corporation shall be:

Gustavo Perez-Poveda
Chad A. Chamberlin
Jose L. Rivera

ARTICLE 7 - EFFECTIVE DATE OF MERGER

Pursuant to '607.1105(1)(b) of the Florida Statutes, the date and time of the effectiveness of the Merger shall be October 1, 2003 at 2:00PM or upon the filing of these Articles of Merger with the Secretary of State of Florida if the filing of these Articles of Merger with the Secretary of State of Florida occur after October 1, 2003.

IN WITNESS WHEREOF, the parties have set their hands this 11th day of September, 2003.

360 SOFTWARE CORPORATION, a
Florida corporation

By: _____

Yvette A. Brooks

By: _____

Chad A. Chamberlin

CYBERDYNE TECHNOLOGIES, INC, a
Florida corporation

By: _____

Gustavo Perez-Poveda

**BORIKEN SOFTWARE TECHNOLOGIES,
INC, a Florida corporation**

By: _____

Jose L. Rivera

By: _____

Maria A. Gonzalez

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated this 11th day of September, 2003 by and between **360 SOFTWARE CORPORATION, a Florida corporation** (hereinafter, "360") with its principle place of business located at 4775 Rayburn Road, Cocoa, Florida 32926 and **CYBERDYNE TECHNOLOGIES, INC., a Florida corporation** (hereinafter, "CYBERDYNE"), with its principle place of business located at 13000 Crystal Cove Drive, Orlando, Florida 32828 and **BORIKEN SOFTWARE TECHNOLOGIES, INC., a Florida corporation** (hereinafter, "BORIKEN"), with its principle place of business located at 626 Terrace Cove Way, Orlando, Florida 32828 (collectively the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger (the "Plan") in accordance with Section 607.1101, *et seq.* of the Florida Business Corporation Act (the "Act").

WITNESSETH:

WHEREAS, the Constituent Corporations have reached a definitive agreement setting forth the terms and conditions of the merger of 360 and BORIKEN with and into CYBERDYNE (the "Merger") in accordance with the applicable provisions of the laws of the State of Florida.

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants, agreements, representations and warranties hereinafter contained, the Constituent Corporations hereby agree as follows:

ARTICLE I TRANSACTIONS AND TERMS OF MERGER

1.1 **Merger.** Subject to the terms of this Agreement, on the Effective Date (as defined in Section 1.2), 360 and BORIKEN shall be merged with and into CYBERDYNE, and the separate existence of 360 and BORIKEN shall thereupon cease, all in accordance with the applicable provisions of the Florida Business Corporation Act ("FBCA"). CYBERDYNE shall be the surviving corporation of the Merger but shall, as part of the Merger, be renamed to "360 Software Corporation" (sometimes referred to herein as the "Surviving Corporation") and shall continue to be governed by the FBCA and the separate corporate existence of the Surviving Corporation and all of its rights, privileges, immunities and franchises, public and private, and all of its duties and liabilities as a corporation organized under the FBCA, will continue unaffected by the Merger. All rights and obligations, and all assets and liabilities of 360 and BORIKEN (sometimes referred to herein as the "Non-Surviving Corporations"), possessed by them at the Effective Date shall be transferred to, assumed by and vested in the Surviving Corporation.

1.2 **Effect of Merger.** On the Effective Date, the separate existence of each Constituent Corporation (other than the Surviving Corporation) shall cease, except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Corporation, the officers, or other authorized representative of the respective Constituent Corporations shall execute, acknowledge, and deliver such instruments and do such acts. For these purposes, the existence of the Constituent Corporations and the authority of their respective officers, directors, or other authorized representatives is continued notwithstanding the Merger. The Surviving Corporation shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of each Constituent Corporation, and all obligations belonging to or due to each Constituent Corporation, all of which are vested in the Surviving Corporation without further act or deed. Title to any real estate or any interest in the real estate vested in any Constituent Corporation shall not revert or in any way be impaired by reason of such merger or consolidation. The Surviving Corporation is liable for all the obligations of each Constituent Corporation, including liability to dissenting shareholders. Any claim existing or any action or proceeding pending by or against any Constituent Corporation may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. All rights of creditors of each Constituent Corporation are preserved unimpaired, and all liens upon the property of any

Constituent Corporation are preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Date.

1.3 **Effective Time of Merger.** Upon the adoption of this Agreement by the Constituent Corporations' Board of Directors and the execution of this Agreement, each Constituent Corporation shall cause their respective Presidents and Secretaries to execute Articles of Merger in the form attached hereto and upon such execution, this Agreement shall be deemed incorporated by reference into the Articles of Merger as if fully set forth therein and shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by the Surviving Corporation to the Florida Department of State. In such form as required by, and executed in accordance with, '607.1105 of the FBCA, the Articles of Merger shall specify the "Effective Date", which shall be on or after the filing date of the Articles as specified herein. Notwithstanding the foregoing, the parties hereto agree that upon the filing of the Articles of Merger, the transactions contemplated by this Agreement shall be deemed for all economic purposes to have been effective as of the close of business on October 1, 2003.

1.4 **Articles of Incorporation.** Except where amended by the Articles of Merger, from and after the Effective Date, and until thereafter amended as provided by law, the Articles of Incorporation of CYBERDYNE as in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended as permitted by Law.

1.5 **Bylaws.** From and after the Effective Date, and until thereafter amended as provided by law, the Bylaws of CYBERDYNE as in effect immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Corporation.

1.6 **Officers.** On the Effective Date, the officers of the Surviving Corporation shall be:

President: Gustavo Perez-Poveda
Vice President: Chad A. Chamberlin and Jose L. Rivera
Secretary: Chad A. Chamberlin
Treasurer: Gustavo Perez-Poveda

Such persons shall serve until their successors have been elected and qualified in accordance with law and the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.7 **Directors.** On the Effective Date, the Directors of the Surviving corporation shall be:

Gustavo Perez-Poveda
Chad A. Chamberlin
Jose L. Rivera

Such persons shall serve until their successors have been elected and qualified in accordance with law and the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.8 **Manner and Basis of Converting Shares.** The mode of carrying into effect the Merger provided for herein, and the manner and basis of converting the shares of the Constituent Corporations, are as follows:

1.8.1 **360 Stock converted into 100 Shares of Cyberdyne Stock.** On the Effective Date, all of the issued and outstanding shares of 360 stock, shall, in the aggregate and by virtue of the Merger and without any action on the part of the holders thereof, be converted into an aggregate of ONE HUNDRED (100) fully paid and nonassessable shares of the common stock, \$1.00 par value, of the Surviving Corporation.

1.8.2 **Boriken Stock converted into 100 Shares of Cyberdyne Stock.** On the Effective Date, all of the issued and outstanding shares of BORIKEN stock, shall, in the aggregate and by virtue of the Merger and without any action on the part of the holder thereof, be converted into an aggregate of ONE HUNDRED fully paid and nonassessable shares of the common stock, \$1.00 par value, of the Surviving Corporation.

1.8.3 **Issued and Outstanding Cyberdyne Stock.** On the Effective Date, each share of common stock of CYBERDYNE which shall be issued and outstanding as of the Effective Date shall remain issued and outstanding.

1.8.4 **Capitalization of Surviving Corporation After Merger.** Upon the effective date, THREE HUNDRED SHARES shall represent all of the issued and outstanding shares in the common stock of the Surviving Corporation. Fractional shares of Surviving Corporation's stock will not be issued. None of the former holders of 360 or BORIKEN stock owned fractional shares. The entire authorized capital stock of the Surviving Corporation shall consist of 7,500 shares of common stock, \$1.00 par value, of which 300 shares of common stock shall be issued and outstanding with 100 beneficially owned of record by Gustavo Perez-Poveda; and 100 beneficially owned of record by Chad A. Chamberlin; and 100 beneficially owned of record by Jose L. Rivera. All such shares of the Surviving Corporation's Common Stock shall be duly and validly issued and fully paid, non-assessable and free of any preemptive rights.

1.9 **Accounting Matters.** The assets and liabilities of the Constituent Corporations, as of the Effective Date of the Merger, shall be taken upon the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations, subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the Merger. The amount of the capital surplus and earned surplus accounts, if any, of the Surviving Corporation after the Merger shall be determined by the Board of Directors of the Surviving Corporation in accordance with the laws of the State of Florida and with generally accepted accounting principles.

1.10 **Satisfaction of Rights of Non-Surviving Corporation's Shareholders.** All shares of Surviving Corporation's stock into which shares of Non-Surviving Corporation's stock have been converted pursuant to this Agreement shall be deemed to have been paid in full satisfaction of such converted shares.

1.11 **Time and Place of Closing.** The closing of the transactions contemplated hereby (the "Closing") shall take place at 9:00 o'clock A.M. on October 1, 2003, or as soon as practicable thereafter as the conditions set forth herein are satisfied or waived and contemporaneously with the filing of the Articles of Merger, at the principal offices of the Surviving Corporation located at **12472 Lake Underhill Road, #174, Orlando, Florida 32828**, or at such other location as the parties may agree in writing. The date on which the Closing occurs is referred to as the "Closing Date".

ARTICLE II REPRESENTATIONS AND WARRANTIES OF 360 AND BORIKEN

The Non-Surviving Corporations hereby represent and warrant to the Surviving Corporation as follows:

2.1 **Organization and Standing.** The Non-Surviving Corporations are corporations duly organized, validly existing and in good standing under the laws of the State of Florida and have full corporate power to conduct their respective businesses as they are now being conducted. Copies of the Articles of Incorporation and Bylaws of both Non-Surviving Corporations have been delivered to the Surviving Corporation, and such copies are complete and correct and in full force and effect on the date of this Agreement.

2.2 **No Conflict With Other Documents.** Neither the execution and delivery of this Agreement nor the carrying out of the transactions contemplated hereby will result in any violation, termination or

modification of, or be in conflict with either of the Non-Surviving Corporation's Articles of Incorporation or Bylaws, any terms of any contracts or other instruments to which a Non-Surviving Corporation is a party, or any judgment, decree or order applicable to either Non-Surviving Corporation, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of either Non-Surviving Corporation.

2.3 **Authority.** The undersigned have the full authority to enter into this Contract and to conclude the transaction described herein. No agreement to which any of the Constituent Corporations is a party prevents any of them from concluding this transaction, nor is the consent of any third party not otherwise mentioned herein required therefore. The execution, delivery and performance of this Agreement by the Non-Surviving Corporations have been duly authorized by virtue of a resolution adopted at a meeting of the Board of Directors of both Non-Surviving Corporations and this Agreement is a valid, legally binding and enforceable obligation of 360 and BORIKEN.

2.4 **Authorization for Shares.** On the Closing Date the shares of the Non-Surviving Corporation's Common Stock referred to in Section 1.8 of this Agreement will have been duly authorized and have been legally and validly issued and will be fully paid and nonassessable and no stockholder of either Non-Surviving Corporation will have any preemptive right of subscription or purchase in respect thereof.

2.5 **Capitalization of 360 Prior to Merger.** As of October 1, 2003, 360's entire authorized capital stock consists of 7500 shares of common stock, \$1.00 par value, 51 of which 100 are issued and outstanding with 51 owned of record and beneficially owned by Yvette A. Brooks and 49 of which are owned of record and beneficially owned by Chad A. Chamberlin. Since October 1, 2003, no additional shares of common stock of 360 have been issued. There are no existing options, warrants, calls, subscriptions, or other rights or other agreements or commitments obligating 360 to issue, transfer or sell any shares of 360's capital stock. There are no voting trusts or other agreements or understandings to which 360 is a party with respect to the voting of capital stock of 360.

2.5 **Capitalization of BORIKEN Prior to Merger.** As of October 1, 2003, the entire issued and outstanding capital stock of BORIKEN consists of 7500 shares of common stock, \$1.00 par value, per share, which were issued and outstanding to the sole shareholder, Jose L. Rivera. Since October 1, 2003, no additional shares of common stock of BORIKEN have been issued. There are no existing options, warrants, calls, subscriptions, or other rights or other agreements or commitments obligating BORIKEN to issue, transfer or sell any shares of BORIKEN's capital stock. There are no voting trusts or other agreements or understandings to which BORIKEN is a party with respect to the voting of capital stock of BORIKEN.

2.6 **Tax Matters.** All tax returns required to be filed by the Non-Surviving Corporations before the date hereof with respect to any of its income, properties or operations, are in all material respects true, complete and correct and have been duly filed in a timely manner, and all taxes required to have been paid in connection with such tax returns have been paid, except where the failure to so file or pay would not have a Material Adverse Effect upon the financial condition, business or operations of the Non-Surviving Corporations, taken as a whole.

2.7 **Litigation.** There are no claims, actions, suits, proceedings or investigations pending or, to the knowledge of the Non-Surviving Corporations, threatened against the Non-Surviving Corporations.

2.8 **Title to Property.** The Non-Surviving Corporations have good and defensible title to all of their properties and assets, free and clear of all liens, charges and encumbrances.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SURVIVING CORPORATION

The Surviving Corporation hereby represents and warrants to the Non-Surviving Corporations as follows:

3.1 **Organization and Standing.** CYBERDYNE is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power to carry on its respective business as it is now being conducted. CYBERDYNE has no subsidiaries. In addition, CYBERDYNE does not own, directly or indirectly, any capital stock or equity securities of any corporation or have any direct or indirect equity or other ownership interest in any other business. Copies of the charter documents and bylaws of CYBERDYNE have been delivered to the Non-Surviving Corporations, and such copies are complete and correct and in full force and effect.

3.2 **Capitalization of CYBERDYNE Prior to Merger.** CYBERDYNE's entire authorized capital stock consists of 7500 shares of common stock, \$1.00 par value, 100 of which are issued and outstanding and owned of record and beneficially owned by Gustavo Perez-Poveda. All such shares of CYBERDYNE Common Stock have been duly and validly issued and are fully paid, non-assessable and free of any preemptive rights. CYBERDYNE is not a party to or bound by any options, calls, contracts or commitments of any character relating to any issued or unissued stock or any other equity security issued or to be issued by CYBERDYNE.

3.3 **CYBERDYNE's Authority.** The execution, delivery and performance of this Agreement by CYBERDYNE has been duly authorized by virtue of a resolution adopted at a meeting of the Board of Directors of CYBERDYNE and this Agreement is a valid, legally binding and enforceable obligation of CYBERDYNE.

3.4 **No Pending Transactions.** Except for the transactions contemplated by this Agreement, CYBERDYNE is not a party to or bound by or the subject of any agreement, undertaking or commitment (i) to merge or consolidate with, or acquire all or substantially all of the property and assets of, any other corporation or person, or (ii) to sell, lease or exchange any of its property and assets to any other corporation or person other than transactions which are in the ordinary course of business. Except for the transactions contemplated by this Agreement, CYBERDYNE's sole shareholder is not a party to or bound by or the subject of any agreements, undertaking or commitment to sell or otherwise transfer any of the CYBERDYNE's Common Stock.

3.5 **Further Assurances.** If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of the Non-Surviving Corporations acquired or to be acquired by or as a result of the Merger, the proper officers and directors of the Surviving Corporation shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law, and take such other action as may be necessary or proper in the name of the Non-Surviving Corporations to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan of Merger.

ARTICLE IV MISCELLANEOUS

4.1 **Filing of Articles of Merger.** The Articles of Merger shall be filed with the Secretary of State of the State of Florida, in such form as required by, and executed in accordance with, the relevant provisions of, the FBCA.

4.2 **Supplemental Action.** If at any times after the Effective Date, Surviving Corporation shall determine that any further filings, conveyances, agreements, documents, instruments and assurances or any further action is necessary or desirable to carry out the provisions of this Agreement, the appropriate officers of the Constituent Corporations, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of Surviving Corporation, any and all proper conveyances, agreements, documents, instruments and assurances and perform all necessary or proper acts, to vest,

perfect, confirm or record such title thereto in Surviving Corporation, or to otherwise carry out the provisions of this Agreement.

4.3 **Delivery of Stock Certificates.** The certificates representing all of the outstanding 360 and BORIKEN Common Stock shall be delivered at the Closing in proper form for cancellation.

4.4 **Amendment and Waiver.** Any of the terms or conditions of this Agreement may be waived at any time by the one of the Constituent Corporations which is, or the Shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the vote of the Shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with the relevant provision(s) of the FBCA.

4.5 **Termination.** At any time before the Effective Date (whether before or after filing of Articles of Merger), this Agreement may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the Shareholders of the respective Constituent Corporations.

4.6 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, agreements and understandings, whether oral or written, with respect to its subject matter.

4.7 **Modification.** No change or modification of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by its terms.

4.8 **Severability.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.

4.9 **Benefits; Binding Effects.** This Agreement shall be binding upon and shall operate for the benefit of the Parties hereto, their Shareholders and their respective executors, administrators, successors, and assigns.

4.10 **Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Agreement, the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of the Surviving Corporation.

4.11 **Notices.** Any notice, demand or other communication required or permitted by this Agreement must be in writing and shall be deemed to have been given and received:

- 4.11.1 if delivered by overnight delivery service or messenger, when delivered, or
- 4.11.2 if mailed, on the third business day after deposit in the United States mail, certified or registered postage prepaid, return receipt requested, or
- 4.11.3 if faxed, telexed or telegraphed, twenty-four hours after being dispatched by fax, telegram or telex; in every case addressed to the party to be notified as follows:

If to Surviving Corporation: **360 SOFTWARE CORPORATION**
12472 Lake Underhill Road
#174
Orlando, Florida 32828

Telephone Number: 407-694-2227
Facsimile Number: _____
Attention: Gustavo Perez-Poveda, President

If to 360:

360 SOFTWARE CORPORATION
Post Office Box 237461
Cocoa, Florida 32923
Telephone Number: 321-480-5466
Facsimile Number: _____
Attention: Yvette A. Brooks, President

If to BORIKEN:

BORIKEN SOFTWARE TECHNOLOGIES, INC
626 Terrace Cove Way
Orlando, Florida 32828
Telephone Number: 407-249-2218
Facsimile Number: _____
Attention: Jose L. Rivera, President

4.12 **By-Laws.** In the event of any conflicts between the terms and conditions of the By-Laws of the Surviving Corporation and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern.

4.13 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

4.14 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

4.15 **Facsimile Copy.** A facsimile copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

360 SOFTWARE CORPORATION,
a Florida corporation

By: [Signature]
Yvette A. Brooks, President

By: [Signature]
Yvette A. Brooks, Secretary

CYBERDYNE TECHNOLOGIES, INC,
a Florida corporation

By: [Signature]
Gustavo Perez-Poveda, President

By: [Signature]
Gustavo Perez-Poveda, Secretary

BORIKEN SOFTWARE TECHNOLOGIES, INC,
a Florida corporation

By: [Signature]
Jose L. Rivera, President

By: [Signature]
Maria A. Gonzalez, Secretary