

FROM Division of Corporations

(TUE) 5. 30' 00 14:11/ST. 14:10/NO. 4261574479_P 1

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Florida Department of State
Division of Corporations
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Katherine Harris, Secretary of State

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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
UNIPOWER CORPORATION

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| Certificate of Status | 1 |
| Certified Copy | 1 |
| Page Count | 20 |
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Electronic Filing Menu

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ARTICLES OF MERGER
Merger Sheet

MERGING:

UNIPOWER CORPORATION, a Delaware corporation not qualified in Florida

INTO

UNIPOWER CORPORATION, a Florida entity, P00000049349

File date: May 30, 2000

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER
OF
UNIPOWER CORPORATION
(a Delaware corporation)
AND
UNIPOWER CORPORATION
(a Florida corporation)

FILED
00 MAY 30 PM 4:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105, Florida Statutes, the undersigned hereby certify that:

1. The names of the corporations which are parties to the merger (the "Merger") are Unipower Corporation, a Delaware corporation ("Parent Corporation"), and Unipower Corporation, a Florida corporation and wholly owned subsidiary of Parent Corporation ("Surviving Corporation").
2. The name of the Surviving Corporation shall be "Unipower Corporation".
3. The Merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State (the "Effective Date").
4. The articles of incorporation of the Surviving Corporation do not differ from the articles of incorporation of the Parent Corporation with the exception of (i) the Surviving Corporation's authorized capital does not consist of Preferred Stock and the authorized capital consists of 15,000,000 shares of Common Stock with par value of \$.0001 per share; and (ii) amendments made to the articles of incorporation of the Surviving Corporation pursuant to Section 607.1002, Florida Statutes solely for the purpose of such articles being in a form acceptable for filing with the Florida Department of State. Such articles of incorporation of the Surviving Corporation are attached hereto and labeled as Exhibit "A".
5. The Agreement and Plan of Merger, dated as of May 24, 2000 pursuant to which Parent Corporation shall be merged with and into Surviving Corporation, was adopted the Board of Directors and stockholders of Parent Corporation by written action without a meeting on May 24, 2000 and was adopted by the Board of Directors and stockholders of the Surviving Corporation on May 24, 2000 and is attached hereto as Exhibit "B".

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6. At the Effective Date, each of the following transactions shall be deemed to occur simultaneously:

(a) Each single share of the common capital stock of Parent Corporation, par value \$0.001, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically become and be converted into ten (10) shares of common capital stock, par value \$0.0001, of the Surviving Corporation.

(b) Each share of the preferred capital stock of the Parent Corporation, par value \$0.01, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be cancelled.

(c) Each share of capital stock of the Surviving Corporation held by the Parent Corporation on the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be cancelled.

7. The Articles of Incorporation and the Bylaws of the Surviving Corporation following the Effective Date shall be the same as immediately prior to the Effective Date unless and until they shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved. Such Articles of Incorporation shall constitute the Articles of Incorporation of the Surviving Corporation separate and apart from this Agreement and Plan of Merger and may be separately certificated as the Articles of Incorporation of the Surviving Corporation.

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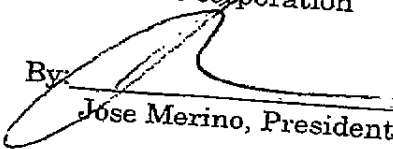
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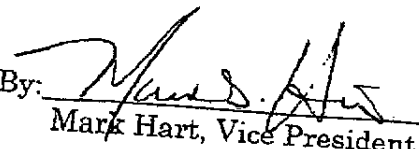
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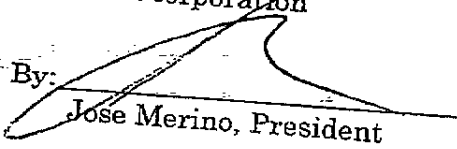
NOW THEREFORE, each of Unipower Corporation, a Delaware corporation and Unipower Corporation, a Florida corporation have caused these Articles of Merger to be executed by its President and Vice President effective this 24th day of May, 2000.

UNIPOWER CORPORATION,
a Delaware corporation

By: 
Jose Merino, President

By: 
Mark Hart, Vice President

UNIPOWER CORPORATION,
a Florida corporation

By: 
Jose Merino, President

By: 
Mark Hart, Vice President

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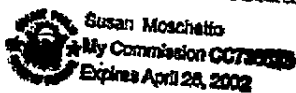
ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF BROWARD)
) SS.

On this 24 day of MAY, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared JOSE MERINO, who acknowledged to me that he is the President of Unipower Corporation, a Delaware corporation, and that he executed as said officer the foregoing Articles of Merger as the act and deed of said corporation and that the facts stated therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and year first aforesaid.



[SEAL]

Susan Moschetti
Notary Public

My Commission Expires: April 26, 2002

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ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF BROWARD)
) SS.

On this 24 day of MAY, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared MARK HART who acknowledged to me that he is the Vice President of Unipower Corporation, a Florida corporation, and that he executed as said officer the foregoing Articles of Merger as the act and deed of said corporation and that the facts stated therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and year first aforesaid.



Susan Moschetti
My Commission CC736823
Expires April 26, 2002

[SEAL]

Susan Moschetti
Notary Public

My Commission Expires: April 26, 2002

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Exhibit A

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**ARTICLES OF INCORPORATION
OF
UNIPOWER CORPORATION**

The undersigned, acting as incorporator of UNIPOWER CORPORATION under the Florida Business Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I. NAME

The name of the corporation is UNIPOWER CORPORATION.

ARTICLE II. ADDRESS

The mailing address of the corporation is 701 Brickell Ave., Suite 3000, Miami, Florida 33131.

ARTICLE III. COMMENCEMENT OF EXISTENCE

The existence of the corporation will commence on the date of filing of these Articles of Incorporation.

ARTICLE IV. PURPOSE

The corporation is organized to engage in any activity or business permitted under the laws of the United States and Florida.

ARTICLE V. AUTHORIZED SHARES

The maximum number of shares that the corporation is authorized to have outstanding at any time is 15,000,000 shares of common stock having a par value of \$.0001 per share.

ARTICLE VI. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 701 Brickell Ave., Suite 3000, Miami, Florida 33131 and the name of the corporation's initial registered agent at that address is Intrastate Registered Agent Corporation.

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ARTICLE VII. INCORPORATOR

The name and street address of the incorporator are Rodney H. Bell, Esq., 701 Brickell Avenue, Suite 3000, Miami, Florida 33131.

ARTICLE VIII. BYLAWS

The Board of Directors is authorized to adopt, amend or repeal By-Laws of the corporation.

ARTICLE IX. INDEMNIFICATION

Any person, his or her heirs, or personal representative, made, or threatened to be made, a party to any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative, because he or she is or was a director, officer, employee, or agent of the Corporation or serves or served any other corporation or other enterprise in any capacity at the request of the Corporation, shall be indemnified by the Corporation, and the Corporation may advance his or her related expenses to the full extent permitted by Florida law. In discharging his or her duty, any director, officer, employee, or agent, when acting in good faith, may rely upon information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by (i) more officers or employees of the Corporation whom the director, officer, employee, or agent reasonably believes to be reliable and competent in the matters presented, (ii) counsel, public accountants, or other persons as to matters that the director, officer, employee, or agent believes to be within that person's professional or expert competence, or (iii) in the case of the director, a committee of the board of directors upon which the director does not serve, duly designated according to law, as to matters within its designated authority, if the director reasonably believes that the committee is competent. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which the person, his or her heirs, or personal representatives may be entitled. The Corporation may, upon the affirmative vote of a majority of its board of directors, purchase insurance for the purpose of indemnifying these persons. The insurance may be for the benefit of all directors, officers, or employees.

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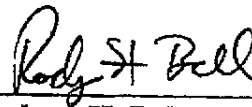
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ARTICLE X. AMENDMENTS

The corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation in the manner prescribed by law, and all rights conferred on shareholders are subject to this reservation.

The undersigned incorporator, for the purpose of forming a corporation under the laws of the State of Florida, has executed these Articles of Incorporation on May 9, 2000.



Rodney H. Bell, Esq.
Incorporator

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.**

Pursuant to Chapter 48.091, Florida Statutes, the following is
submitted:


That UNIPOWER CORPORATION with its registered office as
indicated in its Articles of Incorporation at 701 Brickell Ave., Suite 3000, Miami,
Florida 33131 has named Intrastate Registered Agent Corporation as its agent to
accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the corporation
named above, at the place designated in this certificate, the undersigned agrees to
act in that capacity, to comply with the provisions of the Florida Business
Corporation Act, and is familiar with, and accepts, the obligations of that position.

Dated this 9th day of May, 2000.

**INTRASTATE REGISTERED AGENT
CORPORATION**

By: 
Name: Steven H. Hagen
Title: Vice President

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Exhibit B

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AGREEMENT AND PLAN OF MERGER

RECITALS

Agreement and Plan of Merger, dated as of May 24, 2000 (the "Agreement"), between UNIPOWER CORPORATION, a Delaware corporation (the "Company"), and Unipower Corporation, a Florida corporation and a wholly-owned subsidiary of the Company (the "Subsidiary").

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the Subsidiary is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, on the date of this Agreement, the Company has the authority to issue 1,500,500 shares of capital stock of which: 1,500,000 shares are Common Stock, \$.001 par value; 500 shares are Preferred Stock, \$.01 par value;

WHEREAS, on the date of this Agreement, the Company has issued and outstanding 724,678 shares of Common Stock, and no shares of Preferred Stock;

WHEREAS, on the date of this Agreement, the Subsidiary has the authority to issue 15,000,000 shares of Common Stock, \$.0001 par value.

WHEREAS, on the date of this Agreement, the Subsidiary has issued and outstanding 100 shares of Common Stock;

WHEREAS, the respective Boards of Directors of the Company and the Subsidiary have determined that it is advisable and in the best interests of each of such corporations that the Company merge with and into the Subsidiary upon the terms and subject to the conditions set forth in this Agreement for the purpose of effecting the change of the state of incorporation of the Company from Delaware to Florida and for the purpose of changing the authorized capital;

WHEREAS, the respective Boards of Directors of the Company and the Subsidiary have by resolutions duly adopted and approved this Agreement;

WHEREAS, the respective shareholders of the Company and the Subsidiary, have approved this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, the Company and the Subsidiary agree as follows:

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Section 1. The Merger.

(a) The Merger. Upon the terms and subject to the conditions contained in this Agreement, and in accordance with the relevant provisions of the Florida Business Corporation Act (the "Florida Law") and the relevant provisions of the Delaware General Corporation Law (the "Delaware Law"), the Company shall be merged with and into the Subsidiary (the "Merger") at the Effective Time, as defined in Section 1(b) below. Following the Merger, the Subsidiary shall continue as the surviving corporation (the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Florida, and the separate corporate existence of the Company shall cease.

(b) Effective Time. The Merger shall be consummated by filing, pursuant to Section 607.1104 of the Florida Law, with the Department of State, State of Florida, a Certificate of Merger that sets forth the elements required by Sections 607.1104 of the Florida Law, and filing, pursuant to Section 253 of the Delaware Law, with the office of the Secretary of State of the State of Delaware, a Certificate of Ownership and Merger that sets forth the elements required by Section 253 of the Delaware Law (the time of acceptance of such filings by the Secretary of State of each state being the "Effective Time").

(c) Succession. At the Effective Time, the separate corporate existence of the Company shall cease, and Subsidiary shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of each of the parties; and all the rights, privileges, powers and franchises of each of the parties, and all property, real, personal and mixed, and all debts due to each of the parties on whatever account, as well as stock subscriptions and all other things in action belonging to each of the parties, shall be vested in the parties and all property, rights, privileges, powers and franchises, and all and every other interest shall be the property of the Surviving Corporation as they were of the respective parties; and the title to any real estate vested by deed or otherwise, in either of such parties shall not revert or be in any way be impaired by reason of the Merger, but all rights of creditors and all liens upon any property of the Company shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the parties may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective parties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, approvals and authorizations of the Company, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be for all purposes the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as the same were with respect to the Company. The employees and agents of the Company shall become the employees

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and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of the Company. The requirements of any plans or agreements of the Company involving the issuance or purchase by the Company of certain shares of its capital stock shall be satisfied by the issuance or purchase of a like number of shares of the Surviving Corporation.

(d) Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized, in the name and on behalf of the Company or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

(e) Effects of the Merger. The Merger shall have the effects set forth in Section 607.1106 of the Florida Law and Section 259 of the Delaware Law.

(f) Certificate of Incorporation and By-Laws. The Certificate of Incorporation of the Subsidiary at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation. The By-Laws of the Subsidiary at the Effective Time shall be the By-Laws of the Surviving Corporation.

(g) Directors and Officers. The directors of the Company at the Effective Time shall be the directors of the Surviving Corporation until their successors are duly elected and qualified and the officers of the Company at the Effective Time shall be the officers of the Surviving Corporation until replaced in accordance with the By-Laws of the Surviving Corporation.

(h) Cancellation of Shares. Each share of Common Stock, \$.0001 par value, of Subsidiary issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder of such share, be cancelled without any payment for such share and be of no further force or effect.

(i) Effect of Merger on Capital Stock of Company.

(i) Each share of Common Stock, \$.001 par value, of the Company issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder of such shares, be converted into and exchangeable for ten (10) shares of Common Stock, \$.0001 par value, of Subsidiary and each such share shall continue to be issued and outstanding without any action on the part of the holder of such share.

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- (ii) Each share of Preferred Stock, \$.01 par value, of the Company issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder of such share, be cancelled without any payment for such share and be of no further force or effect.

(j) Employee Option and Benefit Plans. Each option or other right to purchase or otherwise acquire shares of Common Stock of the Company granted under any option or benefit plan of the Company (collectively, the "Plans") which is outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option or right to acquire (and the Subsidiary hereby assumes the obligation to deliver) the same number of shares of Common Stock of the Subsidiary, at the same price per share, and upon the same terms and subject to the same conditions, as set forth in the respective Plan as in effect at the Effective Time. The same number of shares of Common Stock of the Subsidiary shall be reserved for purposes of such Plans as is equal to the number of shares of Common Stock of the Company so reserved as of the Effective Time. The Subsidiary hereby assumes, as of the Effective Time, (i) the Plans and all obligations of the Company under the Plans, including the outstanding options or awards or portions of such options or awards granted pursuant to the Plans and the right to grant additional options under the Plans, and (ii) all obligations of the Company under all other benefit Plans in effect as of the Effective Time with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

(k) Stock Certificates. At and after the Effective Time, all of the outstanding certificates which, immediately prior to the Effective Time, represented shares of capital stock of the Company shall be deemed for all purposes to evidence ownership of, and to represent the shares of capital stock of Subsidiary into which the shares of capital stock of the Company, formerly represented by such certificates, have been converted as provided for in this Agreement. The registered owner on the books and records of Subsidiary or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Subsidiary or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and receive any dividends and other distributions upon, the shares of capital stock of Subsidiary evidenced by such outstanding certificate as provided for in this Agreement.

Section 2. Conditions to Merger. The consummation of the Merger and the other transactions provided for in this Agreement are subject to the satisfaction or waiver of the following conditions prior to the Effective Date:

- (a) the Merger shall have received the requisite approval of the Board of Directors and the holders of the voting capital stock of the Company pursuant to the Delaware Law;

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(b) the Merger shall have received the requisite approval of the Board of Directors and the sole shareholder of the Subsidiary pursuant to the Florida Law;

(c) such other conditions as the Board of Directors of the Company may deem necessary or desirable; and

(d) no statute, rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other order shall have been enacted, entered, promulgated, enforced or issued by any governmental entity and no other legal restraint or prohibition preventing the Merger or any of the other transactions contemplated by this Agreement shall be in effect.

Section 3. Amendment. The parties to this Agreement, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time; provided however, that no amendment, modification or supplement may be made after the adoption of this Agreement by the shareholders of the Company which changes this Agreement in a way which, in the judgement of the Board of Directors of the Company, would have a material adverse effect on the shareholders of the Company, unless such amendment, modification or supplement is approved by such shareholders.

Section 4. Termination. This Agreement may be terminated, and the Merger and the other transactions provided for in this Agreement may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the shareholders of the Company, by action of the Board of Directors of the Company if:

(a) any of the conditions specified in Section 2 shall not have been satisfied or waived; or

(b) the Board of Directors of the Company determines for any reason, in its sole judgement and discretion, that the consummation of the Merger would be inadvisable or not in the best interests of the Company and its shareholders.

Section 5. Deferral. Consummation of the transactions provided for in this Agreement may be deferred by the Board of Directors of the Company or any authorized officer of the Company for a reasonable period of time if such Board or officer determines that such deferral would be in the best interests of the Company and its shareholders.

Section 6. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings relating to such subject matter. The parties to this Agreement shall not be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth in this Agreement

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Section 7. Severability. If any provision of this Agreement (or any portion of such provision) or the application of any such provision (or any portion of such provision) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement (or the remaining portion of such provision) or the application of such provision to any other persons or circumstances.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

Section 9. Counterparts. This Agreement may be executed in multiple counterparts, including via facsimile, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly
executed and delivered as of the ____ day of May 2000.

UNIPOWER CORPORATION,
a Delaware corporation

By: _____
Name: Jose Merino
Title: President

UNIPOWER CORPORATION,
a Florida corporation

By: _____
Name: Jose Merino
Title: President

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