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Merger &
Name
Change

Thomason Business & Contract Management, Inc.
into:

TE Acquisition Corporation

- | | | |
|--|---|--|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution | <input type="checkbox"/> Mark |
| <input type="checkbox"/> LLC | | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Ch. RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
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Name Availability: _____
Document Examiner: ADR
Updater: ADR
Verifier: _____
Acknowledgement: _____
W.P. Verifier: _____

**Please Return Extra
Copies File Stamped
To:
Melanie Strickland**

MAR 21

Thank You!

ARTICLES OF MERGER
Merger Sheet

MERGING:

THOMASON ENTERPRISES, INC., a Florida corporation P96000051664

THOMASON BUSINESS & CONTRACT MANAGEMENT, INC., a Fla corp
P98000014534

into

**TE ACQUISITION CORPORATION which changed its name to THOMASON
COMMUNICATIONS, INC., a Georgia entity F00000001429**

File date: March 21, 2000

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER
OF
THOMASON ENTERPRISES, INC., A FLORIDA CORPORATION
AND THOMASON BUSINESS & CONTRACT MANAGEMENT, INC.,
WITH AND INTO
TE ACQUISITION CORPORATION, A GEORGIA CORPORATION**

FILED
00 MAR 21 PM 3:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the respective provisions of the Florida Business Corporation Act and the Georgia Business Corporation Code, the corporations herein named do hereby adopt and execute the following Articles of Merger:

ARTICLE I

Annexed hereto as Exhibit A and incorporated by reference herein is the Plan of Merger for merging each of Thomason Enterprises, Inc., a Florida corporation ("Enterprises") and Thomason Business & Contract Management, Inc., a Florida corporation ("Management") with and into TE Acquisition Corporation, a Georgia corporation ("Acquisition") (the "Plan of Merger"), was duly approved by the Boards of Directors of Enterprises and Management as of the 20th day of March, 2000 and the Board of Directors of Acquisition as of the 20th day of March, 2000. Acquisition shall be the surviving corporation.

ARTICLE II

The mergers of Enterprises and Management with and into Acquisition (the "Mergers") are permitted by the laws of the State of Georgia (the jurisdiction of organization of Acquisition), and has been authorized in compliance with said laws.

ARTICLE III

The Mergers are permitted by the laws of the State of Florida (the jurisdiction of organization of Enterprises and Management), and has been authorized in compliance with said laws.

ARTICLE IV

The sole shareholder of Acquisition approved and adopted the Plan of Merger by written consent effective as of the 20th day of March, 2000 in accordance with provisions of Section 14-2-704 of the Official Code of Georgia Annotated.

ARTICLE V

The shareholders of Enterprises and Management approved and adopted the Plan of Merger by written consent given effective as of the 20th day of March, 2000 in accordance with

provisions of Section 607.0704 of the Florida Business Corporation Act and the number of votes cast was sufficient for approval.

ARTICLE VI

Pursuant to the Plan of Merger, the Mergers shall be effective at 12:00 noon local time in Atlanta, Georgia on March 21, 2000.

ARTICLE VII

Pursuant to the Plan of Merger, the Articles of Incorporation of Acquisition shall, at the effective time of the mergers of Enterprises and Management with and into Acquisition and without any further act or action of Acquisition, be amended by deleting Article One in its entirety and by substituting the following new Article One in its place:

"ARTICLE ONE

The name of the corporation is Thomason Communications, Inc. (the "Corporation")."

ARTICLE VIII

A request for publication of a notice of filing these Articles of Merger and payment therefor will be made as required by section 14-2-1105.1(b) of the Official Code of Georgia Annotated.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned corporations have executed these Articles of Merger effective the 21st day of March, 2000.

TE Acquisition Corporation, a Georgia Corporation

By: _____

J. Neil Smith, Chairman

Attest: _____

Edward K. Quibell, Secretary

[CORPORATE SEAL]

Thomason Enterprises, Inc., a Florida Corporation

By: _____

W. Mark Thomason, President

Attest: _____

Elizabeth L. Thomason, Secretary

[CORPORATE SEAL]

Thomason Business & Contract Management, Inc. a Florida Corporation

By: _____

W. Mark Thomason, President

Attest: _____

Elizabeth L. Thomason, Secretary

[CORPORATE SEAL]

EXHIBIT A

**PLAN OF MERGER
OF
THOMASON ENTERPRISES, INC., A FLORIDA CORPORATION
AND THOMASON BUSINESS & CONTRACT MANAGEMENT, INC.,
WITH AND INTO
TE ACQUISITION CORPORATION, A GEORGIA CORPORATION**

THIS PLAN OF MERGER (the "Plan of Merger") is made and entered into as of March 21, 2000, by and among CoreNet Services, Inc., a Delaware corporation ("CoreNet"), Thomason Enterprises, Inc., a Florida corporation ("Enterprises"), Thomason Business & Contract Management, Inc., a Florida corporation ("Management" and collectively with Enterprises, the "Merging Corporations," and each individually, a "Merging Corporation"), TE Acquisition Corporation, a Georgia corporation that is a wholly-owned subsidiary of CoreNet (the "Surviving Corporation", and the Merging Corporations, being sometimes hereinafter referred to collectively as the "Constituent Corporations" and individually as the "Constituent Corporation), is submitted in compliance with Section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation:

FIRST: The name and jurisdiction of the SURVIVING CORPORATION is:

TE Acquisition Corporation, a Georgia corporation.

SECOND: The names and jurisdictions of the MERGING CORPORATIONS are:

Thomason Enterprises, Inc., a Florida corporation ("Enterprises"); and

Thomason Business & Contract Management, Inc., a Florida corporation
("Management").

THIRD: The terms and conditions of the mergers are as follows:

WHEREAS, the Board of Directors of each of the Constituent Corporations deem it advisable and for the benefit of its Constituent Corporation and its shareholders that the Merging Corporations merge into and with the Surviving Corporation pursuant to the terms of this Plan of Merger and in accordance with the applicable laws of the State of Georgia and the applicable laws of the State of Florida (the "Mergers").

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements hereinafter contained, it is hereby agreed by and among the parties hereto, subject to the approval and adoption of this Plan of Merger by the respective Boards of Directors and shareholders of each of the Constituent Corporations that the Merging Corporations be merged with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation in such merger, in accordance with the applicable laws of the State of Georgia and the State of Florida, that the name of the surviving corporation shall be changed to Thomason Enterprises, Inc. (which in its capacity as surviving corporation is hereinafter sometimes referred

to as the "Surviving Corporation"), and that the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect be as follows:

A.

Subsequent to the execution and delivery of this Plan of Merger, the Merging Corporations, the Surviving Corporation, a wholly-owned subsidiary of CoreNet, and CoreNet shall each submit this Plan of Merger to their respective Boards of Directors for their approval and, upon such approval, the Merging Corporations and the Surviving Corporation shall submit this Plan of Merger to their respective shareholders for their approval pursuant to the applicable provisions of the Georgia Business Corporation Code ("GBCC") and the applicable provisions of the Florida Business Corporation Act ("FBCA"). Following the approval of the Plan of Merger by the respective Board of Directors and Shareholders of the Constituent Corporations, the merger shall become effective (the "Effective Time") at 12:00 noon, local time in Atlanta, Georgia on March 21, 2000. The Articles of Merger shall be filed in the manner required by the GBCC and the FBCA.

B.

As a result of the Mergers and at the Effective Time: (a) the Articles of Incorporation of TE Acquisition Corporation as amended and in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein and by law, except that such Articles of Incorporation shall be amended as provided in the Articles of Merger; (b) the by-laws of TE Acquisition Corporation in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein and by law after the Effective Time; and (c) the members of the Board of Directors of TE Acquisition Corporation immediately prior to the Effective Time shall constitute the Board of Directors of the Surviving Corporation after the Effective Time and the officers of Enterprises immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case, until their successors shall have been elected and qualified as provided in the by-laws of the Surviving Corporation.

C.

Except as specifically set forth to the contrary in the GBCC, FBCA or in this Plan of Merger, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of TE Acquisition Corporation shall continue unaffected and unimpaired by the Mergers and the corporate franchises, existence and rights of the Merging Corporations shall be merged into the Surviving Corporation, and TE Acquisition Corporation, as the Surviving Corporation, shall be fully vested therewith; at the Effective Time, the separate existence of the Merging Corporations shall cease and, in accordance with and subject to the terms of this Plan of Merger, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public, as well as of a private nature; and all property and all debts due on whatever account, including subscriptions to shares and all and every other interest of or belonging to or due to TE Acquisition Corporation and the Merging Corporations shall be allocated to, and vested in, the Surviving Corporation without further act or deed and without any

transfer or assignment having occurred; and all property, rights, privileges, powers, licenses and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of TE Acquisition Corporation and the Merging Corporation; and the title to any real estate, or interest therein, whether by deed or otherwise, under the GBCC, FBCA or the laws of the States of Georgia and Florida, shall not revert or be in any way impaired by reason of the Mergers. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of TE Acquisition Corporation and the Merging Corporations and any claim existing, or action or proceeding pending, by or against TE Acquisition Corporation or the Merging Corporations may be prosecuted as if the Mergers had not taken place, or TE Acquisition Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Surviving Corporation and the Merging Corporations shall be impaired by the Mergers, and all debts, liabilities and duties of the Surviving Corporation and the Merging Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

D.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Merging Corporation, the proper officers and directors of the Merging Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Plan of Merger.

FOURTH: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property is as follows:

"At the Effective Time, by virtue of the Mergers and without any action on the part of any holder of any capital stock of the Merging Corporations, all of the shares of capital stock of each of the Companies, of whatever class or series, issued and outstanding immediately prior to the Effective Time (not including treasury shares) (the "Shares") shall be converted into and become the right to receive its pro rata interest in the aggregate consideration payable to all Shareholders, which shall consist of: (a) Nine Hundred Fifty-Six Thousand, Eight Hundred Sixty Two (956,862) shares of common stock, par value \$0.001 per share, of CoreNet ("CoreNet Common Stock") (the "CoreNet Shares"); (b) cash in an amount equal to Three Million, Five Hundred Fifty Five Thousand, Five Hundred Fifty Six dollars (\$3,555,556.00) less the Bank Debt (as defined in the "Reorganization Agreement" (as defined below))(the "Cash Consideration"); (c) the additional consideration payable pursuant to Section 2.4 of the Agreement and Plan of Merger dated as of even date herewith among CoreNet, the Merging Corporations and all of the

shareholders of the Merging Corporations (the "Reorganization Agreement") (the "Additional Consideration"), and (d) any additional contingent consideration, if and when payable, pursuant to Section 2.5 of the Reorganization Agreement (the "Contingent Consideration", collectively with the CoreNet Shares, the Cash Consideration, and the Additional Consideration, is referred to as the "Merger Consideration"), and the Shares shall be canceled. Any shares of capital stock that are owned by each of the Merging Corporations as treasury stock immediately prior to the Effective Time shall be canceled and retired as of the Effective Time, and no portion of the Merger Consideration or any other consideration shall be delivered in exchange for such treasury shares. As of the Effective Time, by virtue of the Mergers, all options, warrants and any other rights to purchase Shares shall be cancelled immediately prior to the Effective Time. All of the issued and outstanding shares of the capital stock of the Surviving Corporation shall continue to represent the same number of outstanding shares of the Surviving Corporation as represented immediately prior to the Merger and CoreNet will remain the sole holder of all of the issued and outstanding capital stock of the Surviving Corporation immediately following the Effective Time. From and after the Effective Time, each holder of any of the shares to be canceled as above-provided shall surrender the same to the Surviving Corporation. Irrespective of whether so surrendered, however, each such outstanding certificate shall be deemed to be canceled and shall be of no further force or effect. No dividends payable on common stock of the Merging Corporations as of any date subsequent to the Effective Time shall be paid to the recordholders of such outstanding certificates."

FIFTH: Amendments to the articles of incorporation of the Surviving Corporation are as follows:

The Articles of Incorporation of TE Acquisition Corporation shall be the Articles of Incorporation of the Surviving Corporation, except that Article One thereof, relating to the name of the Surviving Corporation is hereby amended and changed so as to read as follows on the Effective Time:

"The name of the corporation is Thomason Communications, Inc.
(the "Corporation")"

and said Articles of Incorporation as so amended and changed shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the Georgia Business Corporation Code.

SIXTH: Capitalized terms used in this Plan of Merger and not otherwise defined herein shall have the meanings assigned to such terms in the Reorganization Agreement. In the event of a conflict between the terms and conditions of this Plan of Merger and the terms and conditions of the Reorganization Agreement, the terms and conditions of this Plan of Merger shall govern, supersede and prevail.

IN WITNESS WHEREOF, the undersigned corporations have executed this Plan of Merger effective the 21st day of March, 2000.

TE Acquisition Corporation, a Georgia Corporation

By: [Signature]
J. Neil Smith, Chairman

Attest: [Signature]
Edward K. Quibell, Secretary

[CORPORATE SEAL]

Thomason Enterprises, Inc., a Florida Corporation

By: [Signature]
W. Mark Thomason, President

Attest: [Signature]
Elizabeth L. Thomason, Secretary

[CORPORATE SEAL]

Thomason Business & Contract Management, Inc. a Florida Corporation

By: [Signature]
W. Mark Thomason, President

Attest: [Signature]
Elizabeth L. Thomason, Secretary

[CORPORATE SEAL]