

To: '+1 (850) 205-0380'  
Subject:

F01000004351

From: Patricia J. Judd

2005 3:59 PM Page. 1 of 10

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H05000176198 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:  
Division of Corporations  
Fax Number : (850)205-0380

From:  
Account Name : CORPDIRECT AGENTS, INC.  
Account Number : 110450000714  
Phone : (850)222-1173  
Fax Number : (850)224-1640

0672.40428

MERGER OR SHARE EXCHANGE

ANTIDOTE CONSULTING, INC.

Certificate of Status	0
Certified Copy	1
Page Count	10
Estimated Charge	\$78.75

RECEIVED

05 JUL 21 AM 8:00

DIVISION OF CORPORATIONS

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2005 JUL 21 AM 9:53

FILED

Electronic Filing Menu

Corporate Filing

Public Access Help

G. Coulllette JUL 22 2005

H05000176198 3

**CERTIFICATE OF MERGER**  
**of**  
**ANTIDOTE CONSULTING, INC.**  
**(a Florida corporation)**  
**with and into**  
**INTEGRATED STRATEGIES, INC.**  
**(a Delaware corporation)**

FILED  
2005 JUL 21 AM 9:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Delaware General Corporation Law

Pursuant to the provisions of the Delaware General Corporation Law, the undersigned corporation DOES HEREBY CERTIFY:

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
INTEGRATED STRATEGIES, INC.	Delaware
ANTIDOTE CONSULTING, INC.	Florida

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 252 of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation of the merger is INTEGRATED STRATEGIES, INC., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of INTEGRATED STRATEGIES, INC., a Delaware corporation, which is the surviving corporation, shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement and Plan of Merger is on file at an office of the surviving corporation, the address of which is 1000 N. Ashley Dr., Suite 604, Tampa, Florida 33602.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished, on request and without cost, to any stockholder of any constituent corporation.

H05000176198 3

To: '+1 (850) 205-0380'  
Subject:

From: Patricia Tadlock

Thursday, July 21, 2005 3:59 PM Page: 3 of 10

H05000176198 3

SEVENTH: That the Agreement and Plan of Merger between the constituent corporations provides that the merger herein certified shall be effective on the date hereof.

Dated: July 20, 2005.

INTEGRATED STRATEGIES, INC., a Delaware corporation

By: Adam M. Hock

Name: Adam M. Hock

Title: Chief Executive Officer

ANTIDOTE CONSULTING, INC., a Florida corporation

By: Laurence R. Hock

Name: Laurence R. Hock

Title: President

H05000176198 3

AGREEMENT AND PLAN OF MERGER OF

INTEGRATED STRATEGIES, INC.  
(a Delaware corporation)

AND

ANTIDOTE CONSULTING, INC.  
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated as of July 16, 2005 (the "Agreement"), is made by and between INTEGRATED STRATEGIES, INC., a Delaware corporation ("Integrated"), and ANTIDOTE CONSULTING, INC., a Florida corporation ("Antidote"). Integrated and Antidote are sometimes referred to herein as the "Constituent Corporations".

RECITALS

A. Integrated is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 300 shares, all of which are Common Stock, no par value, (the "Integrated Common Stock"). As of the date hereof, 300 shares of Integrated Common Stock are issued and outstanding, 270 of which are held by Adam M. Hock.

B. Antidote is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 200 shares, all of which are Common Stock, no par value, (the "Antidote Common Stock"). As of the date hereof, 100 shares of Antidote Common Stock are issued and outstanding, all of which are held by Laurence R. Hock.

C. The Board of Directors of Antidote has determined that, for the purpose of effecting the reincorporation of Antidote in the State of Delaware, it is advisable and in the best interests of Antidote and its shareholders that Antidote merge with and into Integrated upon the terms and conditions herein provided.

D. The respective Boards of Directors of Integrated and Antidote have approved this Agreement and, after having directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers, a majority of the respective stockholders of each of Integrated and Antidote have also approved this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Integrated and Antidote hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

H05000176198 3

## ARTICLE I

### MERGER

1.1. Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law (the "DGCL"), and the Florida Business Corporation Act (the "FBCA"), Antidote shall be merged with and into Integrated (the "Merger"), the separate existence of Antidote shall cease and Integrated shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. Integrated shall be, and is herein sometimes referred to as, the "Surviving Corporation". The name of the Surviving Corporation shall be Integrated Strategies, Inc.

1.2. Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed: (i) this Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the DGCL and the FBCA, as applicable; (ii) all of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; (iii) an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the DGCL shall have been filed with the Secretary of State of the State of Delaware; and (iv) an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the FBCA shall have been filed with the Secretary of State of the State of Florida. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date".

1.3. Effect of the Merger. Upon the Effective Date, the separate existence of Antidote shall cease, and Integrated, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers, and property as constituted immediately prior to the Effective Date, (ii) shall be subject to all actions previously taken by its and Antidote's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers, and property of Antidote in the manner more fully set forth in Section 259 of the DGCL, (iv) shall continue to be subject to all of the debts, liabilities, and obligations of Integrated as constituted immediately prior to the Effective Date, and (v) shall succeed, without other transfer, to all of the debts, liabilities, and obligations of Antidote in the same manner as if Integrated had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the FBCA.

## ARTICLE II

### CHARTER DOCUMENTS, DIRECTORS, AND OFFICERS

2.1. Certificate of Incorporation. The Certificate of Incorporation of Integrated as in effect immediately prior to the Effective Date shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2. Bylaws. The Bylaws of Integrated as in effect immediately prior to the Effective Date shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

H05000176198 3

2.3. Directors and Officers. The directors and officers of Integrated immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### ARTICLE III

#### MANNER OF CONVERSION OF STOCK

3.1. Antidote Common Stock. Upon the Effective Date,

(a) each share of Antidote Common Stock, as well as each share of any other equity security of Antidote, issued and outstanding immediately prior to the Effective Date shall no longer be outstanding and shall be cancelled and retired and shall cease to exist, and each certificate formerly representing any of such shares shall be cancelled and retired without payment of any consideration therefor; and

(b) the one hundred (100) shares of Antidote Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one hundred thirty-five (135) fully paid and nonassessable shares of Integrated Common Stock, as the Surviving Corporation.

3.2. Integrated Common Stock. Upon the Effective Date,

(a) the two hundred seventy (270) shares of Integrated Common Stock held by Adam M. Hock immediately prior thereto shall, by virtue of the Merger and without any action by Integrated, the holder of such shares or any other person, be converted into and exchanged for one hundred thirty-five (135) fully paid and nonassessable shares of Integrated Common Stock, as the Surviving Corporation; and

(b) the thirty (30) shares of Integrated Common Stock held by Robert Budenbender immediately prior thereto shall, by virtue of the Merger and without any action by Integrated, the holder of such shares or any other person, be converted into and exchanged for thirty (30) fully paid and nonassessable shares of Integrated Common Stock, as the Surviving Corporation.

3.3. Exchange of Certificates. After the Effective Date, each holder of an outstanding certificate representing shares of Antidote Common Stock or Integrated Common Stock converted by virtue of the Merger may, at such stockholder's option, surrender the same for cancellation to the Surviving Corporation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing shares of Antidote Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of Antidote

H05000176198 3

Common Stock were converted in the Merger as herein provided. The registered owner on the books and records of the Surviving Corporation of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above. Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Antidote so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other such additional legends as agreed upon by the holder and the Surviving Corporation. If any certificate for shares of the Surviving Corporation stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Surviving Corporation any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

#### ARTICLE IV

##### GENERAL

#### 4.1. Representations and Warranties of Integrated.

(a) Integrated is a corporation duly organized, validly existing and in good standing or of active status, as applicable, under Delaware law and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

(b) Integrated has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by Integrated, and assuming due authorization, execution and delivery of this Agreement by Antidote, is a valid and legally binding agreement of Integrated enforceable against Integrated in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

#### 4.2. Representations and Warranties of Antidote.

(a) Antidote is a corporation duly organized, validly existing and in good standing or of active status, as applicable, under Florida law and has all requisite

H05000176198 3

corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

(b) Antidote has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by Antidote, and assuming due authorization, execution and delivery of this Agreement by Integrated, is a valid and legally binding agreement of Antidote enforceable against Integrated in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.3. Conditions.

(a) This Agreement shall have been duly approved by a majority of the shareholders of Integrated and by the sole shareholder of Antidote.

(b) No court or governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, law, ordinance, rule, regulation, judgment, decree, injunction or other order that is in effect and permanently enjoins or otherwise prohibits consummation of the Merger.

4.4. Covenants of Integrated. Integrated covenants and agrees that it will, on or before the Effective Date: (a) qualify to do business as a foreign corporation in the State of Florida and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 607.0505 of the FBCA; and (b) take such other actions as may be required by the FBCA.

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

4.6. Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Integrated or of Antidote, or of both, notwithstanding the approval of this Agreement by the majority of shareholders of Integrated or by the sole stockholder of Antidote, or by both.

4.7. Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu



H05000176198 3

thereof) with the Secretaries of State of the States of Delaware and Florida, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.8. Waiver of Conditions. The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

4.9. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1000 N. Ashley Dr., Suite 604, Tampa, Florida 33602.

4.10. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the FBCA.

4.11. Counterparts. This, this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute the same instrument.

4.12. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement, and supercedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

4.13. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person or entity other than the parties hereto any rights or remedies hereunder.

\* \* \* \* \*

To: '+1 (850) 205-0380'  
Subject:

From: Patricia Tadlock

Thursday, July 21, 2005 3:59 PM Page: 10 of 10

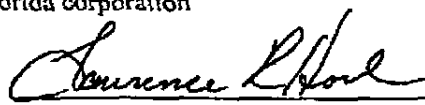
H05000176198 3

IN WITNESS WHEREOF, the parties hereto executed this Agreement and Plan of Merger as of the day and year first written above.

INTEGRATED STRATEGIES, INC.,  
a Delaware corporation

By:   
Adam M. Hock, Chief Executive Officer

ANTIDOTE CONSULTING, INC.,  
a Florida corporation

By:   
Laurence R. Hock, President