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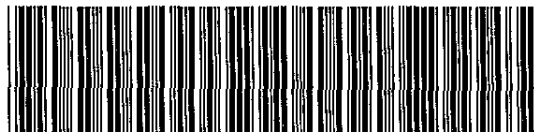
(Business Entity Name)

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SECRETARY OF STATE
DIVISION OF CORPORATION
TALLAHASSEE, FLORIDA

G. Phillips OCT 08 2003



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 268148 4359274
AUTHORIZATION : *Patricia Pizote*
COST LIMIT : \$ 70.00

ORDER DATE : October 3, 2003
ORDER TIME : 9:52 AM
ORDER NO. : 268148-005
CUSTOMER NO: 4359274
CUSTOMER: Mr. Scott Paraker
Pillsbury Winthrop Llp
2550 Hanover Street
Palo Alto, CA 94304-1115

ARTICLES OF MERGER

WIDEFI CORPORATION
INTO
WIDEFI, INC.

*****FILE 2ND*****

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Darlene Ward
EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

October 6, 2003

CSC
ATTN: DARLENE
TALLAHASSEE, FL

SUBJECT: WIDEFI CORPORATION
Ref. Number: P02000082162

We have received your document for WIDEFI CORPORATION . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The above listed entity was administratively dissolved or its certificate of authority was revoked for failure to file the 2003 annual report/uniform business report. The entity must be reinstated before this document can be filed.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 303A00054660

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

File 3rd

ARTICLES OF MERGER

OF

WiDeFi CORPORATION
(a Florida corporation)

WITH AND INTO

WiDeFi, INC.
(a Delaware corporation)

FILED
03 OCT -8 PM 3:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WiDeFi Corporation, a corporation organized and existing under the laws of Florida, and WiDeFi, Inc., a corporation organized and existing under the laws of Delaware, hereby certify that:

1. Plan of Merger:

(a) The name and state of incorporation of each of the constituent corporations are:

- (i) **WiDeFi Corporation**, a Florida corporation ("WiDeFi Florida"); and
- (ii) **WiDeFi, Inc.**, a Delaware corporation ("WiDeFi Delaware").

(b) The surviving corporation is WiDeFi Delaware (the "Surviving Entity").

(c) The Agreement and Plan of Merger, containing (i) the name and state of incorporation of each of the constituent corporations; (ii) the name of the surviving corporation; (iii) the terms and conditions of the merger and (iv) the manner and basis of converting the outstanding shares of WiDeFi Florida into shares of WiDeFi Delaware, is attached hereto as Exhibit A (the "Merger Agreement").

2. The Merger Agreement, which contains the requisite information for a Plan of Merger as defined in Section 1107 of the Florida Business Corporation Act, has been approved, adopted, certified, executed and acknowledged by WiDeFi Florida in accordance with the provisions of Section 1103 of the Florida Business Corporation Act.

3. The Merger Agreement, which contains the requisite information for a Plan of Merger as defined in Section 1107 of the Florida Business Corporation Act, has been approved, adopted, certified, executed and acknowledged by WiDeFi Delaware in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware.

4. The effective date of the Merger shall be the date of filing of these Articles of Merger with the Secretary of State of Florida.

5. The principal executive offices of the Surviving Entity are located at 476 A1A, Suite 3, Satellite Beach, Florida 32937.

6. The Surviving Entity hereby appoints the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of WiDeFi Florida.

7. The Surviving Entity agrees to promptly pay to the dissenting shareholders of WiDeFi Florida the amount to which they are entitled under Section 1302 of the Florida Business Corporation Act.

8. The Certificate of Incorporation of WiDeFi Delaware shall be the Certificate of Incorporation of the Surviving Entity.

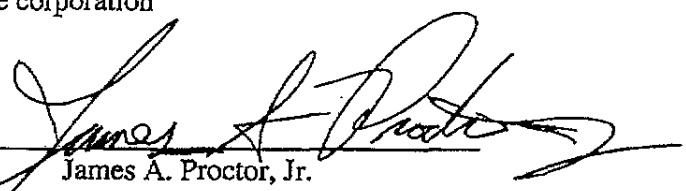
9. The executed Merger Agreement is on file at the principal place of business of the Surviving Entity.

10. The authorized capital stock of WiDeFi Florida is ten thousand (10,000) shares, consisting of ten thousand (10,000) shares of Common Stock, \$1.00 par value per share, and no shares of Preferred Stock.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, WiDeFi, Inc. and WiDeFi Corporation have caused these Articles of Merger to be signed by their undersigned respective officers, thereunto duly authorized, on the 17th day of September, 2003.

WiDeFi, INC.,
a Delaware corporation

By 
James A. Proctor, Jr.
President and Chief Executive Officer

WiDeFi CORPORATION,
a Florida corporation

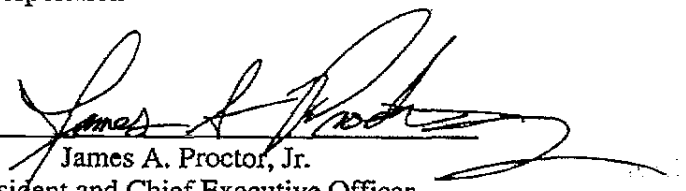
By 
James A. Proctor, Jr.
President and Chief Executive Officer

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

WiDeFi CORPORATION and WiDeFi, INC.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered as of September 17, 2003, by and between WiDeFi CORPORATION, a Florida corporation (the "Florida Company") and WiDeFi, INC., a Delaware corporation (the "Delaware Company").

RECITALS

A. The Florida Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and, on the date of this Agreement, has authority to issue an aggregate of ten thousand shares of capital stock, consisting of ten thousand (10,000) shares of Common Stock, \$1.00 par value per share ("Florida Common Stock"), and no shares of Preferred Stock.

B. The Florida Company has not designated any series of Preferred Stock.

C. On September 17, 2003, the Florida Company had nine thousand (9,000) shares of Florida Common Stock issued and outstanding, Florida Promissory Notes in the principal amount of \$1,175,000 and Florida Warrants to purchase Preferred Stock or Common Stock, which Florida Promissory Notes and Florida Warrants were issued pursuant to the Purchase Agreement (as defined in Section 1.3 hereof).

D. The Delaware Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and, on the date of this Agreement, has authority to issue ten thousand (10,000) shares of capital stock, consisting of ten thousand (10,000) shares of Common Stock, \$0.00001 par value per share ("Delaware Common Stock"), and no shares of Preferred Stock ("Delaware Preferred Stock").

E. The Delaware Company has designated no series of Delaware Preferred Stock.

F. The Delaware Company currently has one thousand (1,000) shares of its Delaware Common Stock issued and outstanding, all of which are owned by the Florida Company, and no shares of its Delaware Preferred Stock issued and outstanding.

G. The respective Boards of Directors of the Florida Company and the Delaware Company have determined that it is advisable and in the best interests of each such corporation that the Florida Company be merged with and into the Delaware Company upon the terms and subject to the conditions provided in this Agreement for the purpose of effecting a reincorporation of the Florida Company in the State of Delaware (the "Merger") and have, by resolutions duly adopted and approved, approving this Agreement, directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

H. The respective shareholders of the Florida Company and the Delaware Company have determined that it is in the best interests of each such corporation and the shareholders of each such corporation that the Merger be effected and have, by resolutions duly adopted and approved, approved this Agreement.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1

Definitions

When used in this Agreement (and any Exhibit in which such terms are not otherwise defined), the following terms shall have the following meanings, respectively:

1.1 "Florida Common Stock" shall mean shares of Common Stock, \$1.00 par value per share, of the Florida Company.

1.2 "Florida Capital Stock" shall mean shares of capital stock of the Florida Company.

1.3 "Florida Promissory Note" shall mean any outstanding convertible promissory note issued by the Florida Company pursuant to that certain Note and Warrant Purchase Agreement dated as of August 12, 2003 by and between the Florida Company and the investors named therein, as the same may be amended from time to time (the "Purchase Agreement").

1.4 "Florida Warrant" shall mean any outstanding warrant to purchase shares of Florida Capital Stock issued by the Florida Company pursuant to the Purchase Agreement.

1.5 "California Law" shall mean the California Corporations Code as currently in effect on the date of this Agreement.

1.6 "Delaware Common Stock" shall mean shares of Common Stock, \$0.00001 par value per share, of the Delaware Company.

1.7 "Delaware Promissory Note" shall mean a convertible promissory note that is convertible into shares of Delaware Capital Stock.

1.8 "Delaware Warrant" shall mean a warrant to purchase shares of Delaware Capital Stock.

1.9 "Delaware Law" shall mean the Delaware General Corporation Law as currently in effect on the date of this Agreement.

1.10 "Delaware Capital Stock" shall mean shares of capital stock of the Delaware Company.

1.11 "Effective Time" shall mean the date and time when the Merger shall have become effective, in accordance with Section 2.2.

1.12 "Merger" shall mean the merger of the Florida Company with and into the Delaware Company.

1.13 "Surviving Corporation" shall mean the Delaware Company from and after the Effective Time.

ARTICLE 2

Merger

2.1 Filings and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the sole stockholder of the Delaware Company and the shareholders of the Florida Company and notice shall have been provided to the shareholders of the Florida Company in accordance with the requirements of Delaware Law and California Law;

(b) 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;

(c) An executed Certificate of Merger shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed counterpart of this Agreement, along with a Plan of Merger (or equivalent) meeting the requirements of Florida Law, shall have been submitted for filing with the Secretary of State of the State of Florida.

2.2 Merger. The Merger shall become effective when proper documentation has been filed with the Secretaries of State of the States of Delaware and Florida in accordance with Section 2.1 of this Agreement. At such time, the Florida Company shall merge with and into the Delaware Company, the separate existence of the Florida Company shall cease, and the Delaware Company shall continue in existence under the Delaware Law (the "Surviving Corporation").

2.3 Effects. At the Effective Time:

(a) the Florida Company shall be merged with and into the Delaware Company and the separate existence of the Florida Company shall cease;

(b) the Certificate of Incorporation of the Delaware Company in effect at the Effective Time shall continue as the Certificate of Incorporation of the Surviving Corporation;

(c) the Bylaws of the Delaware Company in effect at the Effective Time shall continue as the Bylaws of the Surviving Corporation;

(d) each director of the Florida Company who is not a director of the Delaware Company immediately prior to the Effective Time shall automatically become a director of the Surviving Corporation;

(e) each officer of the Delaware Company in office immediately prior to the Effective Time shall remain as an officer in the same capacity of the Surviving Corporation, and each officer of the Florida Company who is not serving in an equivalent capacity in the Delaware Company at the Effective Time shall at the Effective Time automatically assume an equivalent position with the Surviving Corporation;

(f) each share of Florida Common Stock outstanding immediately prior to the Effective Time shall be converted into one share of Delaware Common Stock pursuant to Article 3 below;

(g) each Florida Promissory Note outstanding immediately prior to the Effective Time shall be converted into a Delaware Promissory Note pursuant to Article 3 below;

(h) each Florida Warrant outstanding immediately prior to the Effective Time shall be converted into a Delaware Warrant pursuant to Article 3 below; and

(i) without further transfer, act or deed, the separate existence of the Florida Company shall cease and the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of the Florida Company; and each and all of the rights, privileges, powers and franchises of the Florida Company, and all property, real, personal and mixed, and all debts due to the Florida Company on whatever account, stock subscriptions and other things in action or belonging to the Florida Company shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and each and every other interest of the Florida Company shall be thereafter as effectually the property of the Surviving Corporation as they were of the Florida Company, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in the Florida Company shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors of the Florida Company and all liens upon any property of the Florida Company shall be preserved unimpaired and all debts, liabilities and duties of the Florida Company 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.

2.4 Further Assurances. The Florida Company agrees that if, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to any property or rights of the Florida Company, the Surviving Corporation and its proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to

such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, in the name of the Florida Company or otherwise.

ARTICLE 3

Conversion of Shares

3.1 Conversion of Shares. At the Effective Time, Florida Common Stock shall be automatically converted into Delaware Common Stock as follows:

(a) each share of Florida Common Stock 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 thereof, be converted into one share of Delaware Common Stock; and

(b) each share of Delaware Common Stock issued and outstanding immediately prior to the Effective Time shall be canceled and retired and no shares shall be issued in the Merger in respect thereof.

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

3.3 Promissory Notes. Each Florida Promissory Note, which is outstanding immediately prior to 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 a Delaware Note. The number of shares of Delaware Capital Stock into which such Delaware Note shall be convertible shall equal the number of shares of Florida Capital Stock into which such Florida Promissory Note was convertible, at the same price per share, and upon the same terms and subject to the same conditions as set forth in such Florida Promissory Note, as in effect at the Effective Time. The number of shares of Delaware Capital Stock reserved for purposes of conversion of the Delaware Promissory Notes into Delaware Capital Stock shall equal the number of shares of Florida Capital Stock so reserved for purposes of conversion of the Florida Promissory Notes into Florida Capital Stock as of the Effective Time.

3.4 Warrants. Each Florida Warrant, which is outstanding immediately prior to 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 a Delaware Warrant. The number of shares of Delaware Capital Stock for which such Delaware Warrant shall be exercisable shall equal the number of shares of Florida Capital Stock for which such Florida Warrant was exercisable, at the same

price per share, and upon the same terms and subject to the same conditions as set forth in such Florida Warrant, as in effect at the Effective Time. The number of shares of Delaware Capital Stock reserved for purposes of exercise of the Delaware Warrants for Delaware Capital Stock shall equal the number of shares of Florida Capital Stock so reserved for purposes of exercise of the Florida Promissory Notes for Florida Capital Stock as of the Effective Time.

3.5 Validity of Delaware Common Stock, Delaware Promissory Notes and Delaware Warrants. All shares of Delaware Common Stock into which Florida Common Stock is to be converted pursuant to the Merger shall not be subject to any statutory or contractual preemptive rights, shall be validly issued, fully paid and nonassessable and shall be issued in full satisfaction of all rights pertaining to such Florida Common Stock. Similarly, all Delaware Promissory Notes and Delaware Warrants into which Florida Promissory Notes and Florida Warrants, respectively, are to be converted pursuant to the Merger shall be issued in full satisfaction of all rights pertaining to such Florida Promissory Notes and Florida Warrants as described in the Purchase Agreement.

3.6 Rights of Former Holders. From and after the Effective Time, no holder of certificates which evidenced Florida Common Stock immediately prior to the Effective Time shall have any rights with respect to the shares formerly evidenced by those certificates, other than to receive the shares of Delaware Common Stock into which such Florida Common Stock shall have been converted pursuant to the Merger. Similarly, from and after the Effective Time, no holder of promissory notes or warrants which evidenced Florida Promissory Notes and Florida Warrants, respectively, immediately prior to the Effective Time shall have any rights with respect to the promissory notes and warrants formerly evidenced by those promissory notes and warrants, respectively, other than to receive the Delaware Promissory Notes and Delaware Warrants into which such Florida Promissory Notes and Florida Warrants, respectively, shall have been converted pursuant to the Merger.

ARTICLE 4

Covenants To Be Performed Prior to Closing Date

4.1 Consents. Each of the Florida Company and the Delaware Company shall use its best efforts to obtain the consent and approval of each person (other than shareholders of the Florida Company in their capacities as such) whose consent or approval shall be required in order to permit consummation of the Merger.

4.2 Governmental Authorizations. Each of the Florida Company and the Delaware Company shall cooperate in filing any necessary reports or other documents with any federal, state, local or foreign authorities having jurisdiction with respect to the Merger.

ARTICLE 5

Conditions

5.1 Conditions to Obligations of the Florida Company and the Delaware Company. The obligations of the Florida Company and the Delaware Company to consummate the Merger are subject to satisfaction of the following conditions:

(a) Authorization. The holders of a majority of the Florida Common Stock, voting together as a single class, shall have approved and adopted this Agreement and the Merger by written consent and notice shall have been provided to the shareholders of the Florida Company in accordance with Florida Law. All necessary action shall have been taken to authorize the execution, delivery and performance of this Agreement by the Florida Company and the Delaware Company. The Florida Company and the Delaware Company shall have full power and authority to consummate the Merger.

(b) Consents and Approvals. All authorizations, consents and approvals (contractual or otherwise) of any state, federal, local or foreign government agency, regulatory body or official or any person (other than the Florida Company or the Delaware Company) necessary for the valid consummation of the Merger in accordance with this Agreement shall have been obtained and shall be in full force and effect.

ARTICLE 6

Miscellaneous

6.1 Waiver and Amendment. This Agreement may be amended by action of the respective Boards of Directors of the Florida Company and the Delaware Company without action by the respective shareholders and stockholder of the parties, except that (a) any amendments to Section 3.1, (b) any amendment changing the terms, rights, powers or preferences of Delaware Common Stock or Delaware Preferred Stock, or (c) any amendment altering any terms of this Agreement, if such alteration would adversely affect the holders of any class or series of the capital stock of the Florida Company or the Delaware Company must be approved by the holders of a majority of the Florida Common Stock, voting together as a single class.

6.2 Termination. This Agreement may be terminated and the Merger and other transactions provided for by this Agreement abandoned at any time prior to the Effective Time, whether before or after adoption and approval of this Agreement by the shareholders of the Florida Company, by action of the Board of Directors of the Florida Company, if the Board determines that the consummation of the transactions contemplated by this Agreement would not, for any reason, be in the best interests of the Florida Company and its shareholders.

6.3 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the Merger and supersedes all prior and concurrent arrangements, letters of intent or understandings relating to the Merger.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement. This Agreement shall become effective when one or more counterparts has been signed by each of the parties and delivered to each of the parties.

6.5 Headings. The article, section and paragraph headings in this Agreement are intended principally for convenience and shall not, by themselves, determine rights and obligations of the parties to this Agreement.

6.6 No Waiver. No waiver by any part of any condition, or the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant contained in this Agreement.

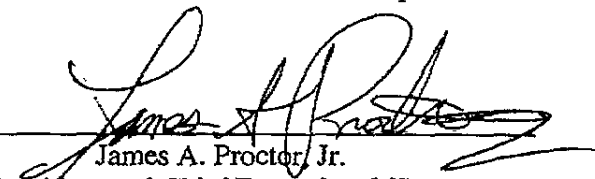
6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed wholly within the State of California, except to the extent that the laws of the State of Delaware are mandatorily applicable to the Merger.

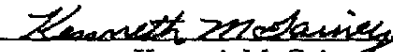
6.8 Approval of the Florida Company as the Sole Stockholder of the Delaware Company. By its execution and delivery of this Agreement, the Florida Company, as the sole stockholder of the Delaware Company, consents to, approves and adopts this Agreement and approves the Merger, subject to the approval and adoption of this Agreement by the holders of a majority of the shares of the Florida Common Stock, voting together as a single class, pursuant to Section 5.1. The Florida Company agrees to execute such instruments as may be necessary or desirable to evidence its approval and adoption of this Agreement and the Merger as the sole stockholder of the Delaware Company.

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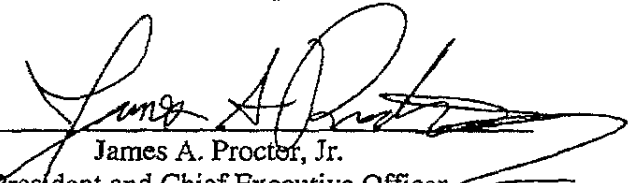
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

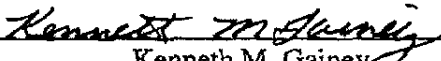
WiDeFi CORPORATION., a Florida corporation

By 
James A. Proctor, Jr.
President and Chief Executive Officer

By 
Kenneth M. Gainey
Secretary

WiDeFi, INC., a Delaware corporation

By 
James A. Proctor, Jr.
President and Chief Executive Officer

By 
Kenneth M. Gainey
Secretary