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FEBRUARY 4, 1998

000002421290--4

TYPE OF FILING: ARTICLES OF MERGER

PARADIGM INTEGRATION CORPORATION  
INTO  
PARADIGM INTEGRATION CORPORATION

ACCOUNT #: FCA000000015

AUTHORIZATION: PAUL HODGE

*Paul Hodge*

COST: \$

RECEIVED  
98 FEB -4, PM 1:07  
DIVISION OF CORPORATION

FILED  
98 FEB -4, PM 2:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*\* Also Need Certified*

*2/4*

*Good merger  
C.C.*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

PARADIGM INTEGRATION CORPORATION, a Florida corporation,  
P94000010896

INTO

PARADIGM INTEGRATION CORPORATION, a Delaware corporation,  
F98000000665

File date: February 4, 1998

Corporate Specialist: Joy Moon-French

Account number: FCA000000015

Account charged: 122.50

**ARTICLES OF MERGER**  
of  
**PARADIGM INTEGRATION CORPORATION**  
a Florida corporation  
into  
**PARADIGM INTEGRATION CORPORATION**  
a Delaware corporation

**FILED**

98 FEB -4 PM 2:34

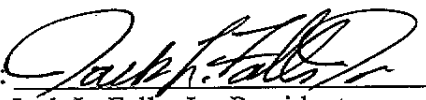
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), PARADIGM INTEGRATION CORPORATION, a Florida corporation, and PARADIGM INTEGRATION CORPORATION, a Delaware corporation, do hereby adopt the following Articles of Merger:

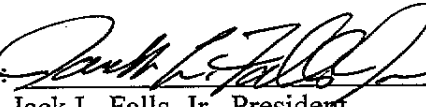
- FIRST:** The names of the corporation which are parties to the merger contemplated by these Articles of Merger (the "Merger") are PARADIGM INTEGRATION CORPORATION, a Florida corporation ("FLORIDA PIC"), and PARADIGM INTEGRATION CORPORATION, a Delaware corporation ("DELAWARE PIC"). DELAWARE PIC is the surviving corporation in the Merger.
- SECOND:** A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.
- THIRD:** The Agreement and Plan of Merger was adopted by the stockholders of FLORIDA PIC on January 29, 1998, by written consents in lieu of holding a special meeting.
- FOURTH:** The Agreement and Plan of Merger was adopted by the sole stockholder of DELAWARE PIC on January 21, 1998, by written consent in lieu of holding a special meeting.
- FIFTH:** The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida, in accordance with the provisions of Section 607.1105 of the Act.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger be executed as of this 31<sup>st</sup> day of January, 1998.

PARADIGM INTEGRATION CORPORATION,  
a Delaware corporation

By:   
Jack L. Falls, Jr., President

PARADIGM INTEGRATION CORPORATION,  
a Florida corporation

By:   
Jack L. Falls, Jr., President

## EXHIBIT A

### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of January 21, 1998 (this "Agreement"), is entered into between PARADIGM INTEGRATION CORPORATION, a Florida corporation ("FLORIDA"), and PARADIGM INTEGRATION CORPORATION, a Delaware corporation ("DELAWARE").

#### RECITALS

A. FLORIDA has an aggregate authorized capital of 14,000,000 shares of capital stock, consisting of (i) 10,000,000 shares of Class A common stock, \$0.001 par value (the "Florida Class A Common Stock"), (ii) 2,000,000 shares of Class B common stock, par value \$.01 per share (the "Florida Class B Common Stock"), and (iii) 2,000,000 shares of Series I Preferred Stock, par value \$0.001 per share.

B. DELAWARE has an aggregate authorized capital of 125,000,000 shares of capital stock, consisting of (i) 100,000,000 shares of Common Stock, \$0.0001 par value (the "Delaware Stock"), and (iii) 25,000,000 shares of preferred stock, par value \$0.0001 per share (the "Delaware Preferred Stock").

C. The respective Boards of Directors of FLORIDA and DELAWARE believe that it is in the best interests of FLORIDA and DELAWARE and their respective shareholders to merge FLORIDA with and into DELAWARE under and pursuant to the provisions of this Agreement, the Florida General Business Act (the "Florida Act") and the Delaware General Corporation Law (the "Delaware Act").

#### AGREEMENT

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **Merger.** FLORIDA shall be merged with and into DELAWARE (the "Merger").
2. **Effective Date.** The Merger shall become effective immediately upon the later of (a) the filing of this Agreement or articles of merger with the Secretary of State of Florida in accordance with the Florida Act and the filing of a certificate of merger with the Secretary of State of Delaware in accordance with the Delaware Act or (b) such later time as may be set forth in such articles and certificate. The time of such effectiveness is hereinafter called the "Effective Date."
3. **Surviving Corporation.** DELAWARE shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Delaware (sometimes referred to herein as the "SURVIVING CORPORATION"). On the Effective Date, the separate corporate existence of FLORIDA shall cease.

4. **Certificate of Incorporation.** The Certificate of Incorporation of DELAWARE as it exists on the Effective Date shall be the Certificate of Incorporation of the SURVIVING CORPORATION following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Delaware.

5. **Bylaws.** The Bylaws of DELAWARE as they exist on the Effective Date shall be the Bylaws of the SURVIVING CORPORATION following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Delaware.

6. **Board of Directors and Officers.** The members of the Board of Directors and the officers of FLORIDA immediately prior to the Effective Date shall be the members of the Board of Directors and the officers of the SURVIVING CORPORATION following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws of the SURVIVING CORPORATION, or until their respective successors are elected and qualified.

7. **Conversion of Outstanding Stock.** Upon the Effective Date, each issued and outstanding share of Florida Class A Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of Delaware Common Stock and each issued and outstanding share of Florida Class B Common Stock and all rights in respect thereof shall be converted into 2.5 fully-paid and nonassessable shares of Delaware Common Stock and each certificate representing shares of Florida Class A Common Stock and Florida Class B Common Stock shall for all purposes be deemed to evidence the ownership of such number of shares of Delaware Common Stock as determined in accordance with the foregoing. After the Effective Date, each holder of an outstanding certificate representing shares of Florida Class A Common Stock or Florida Class B Common Stock shall, at such shareholder's option, surrender the same to DELAWARE's Secretary for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate(s) evidencing the ownership of the same number of shares of Delaware Common Stock as are represented by the FLORIDA certificate(s) surrendered to DELAWARE's Secretary. Upon the Effective Date, each share of Delaware Common Stock issued and outstanding immediately prior thereto shall be canceled.

8. **Conditions to Consummation of the Merger.** Consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions: (a) this Agreement and the Merger shall have been adopted and approved by the affirmative vote of the holders of a majority of the votes represented by the shares of (i) Florida Class A Common Stock and Florida Class B Common Stock (voting as separate classes) outstanding on the record date fixed for determining the shareholders of FLORIDA entitled to vote thereon and (ii) Florida Class A Common Stock not owned by FLORIDA sole director or his family members, who is also the sole holder of Florida Class B Common Stock, as required under Section 607.0832 (1)(b) of the Florida Act which relates to interested director transactions; and (b) FLORIDA and DELAWARE shall have received all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger.

9. **Rights and Liabilities of Florida.** At and after the Effective Date, and all in the manner of and as more fully set forth in Section 259 of the Delaware Act and Section 607.1106 of the Florida Act, the title to all real estate and other property, or any interest therein, owned by each of FLORIDA and DELAWARE shall be vested in the SURVIVING CORPORATION without reversion or impairment; the SURVIVING CORPORATION shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of FLORIDA and DELAWARE without reversion or impairment; the SURVIVING CORPORATION shall thenceforth be responsible and liable for all the liabilities and obligations of each of FLORIDA and DELAWARE; any claim existing or action or proceeding pending by or against FLORIDA or DELAWARE may be continued as if the Merger did not occur or the SURVIVING CORPORATION may be substituted for FLORIDA in the proceeding; neither the rights of creditors nor any liens upon the property of FLORIDA or DELAWARE shall be impaired by the Merger; and the SURVIVING CORPORATION shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

10. **Termination.** This Agreement may be terminated and abandoned by action of the respective Board of Directors of FLORIDA and DELAWARE at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties hereto.

11. **Amendment.** The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided, that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Certificate of Incorporation of DELAWARE or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

12. **Inspection of Agreement.** Executed copies of this Agreement will be on file at the principal place of business of DELAWARE at 31 Sawgrass Village Circle, Ponte Vedra Beach, Florida 32082. A copy of this Agreement shall be furnished by DELAWARE, on request and without cost, to any shareholder of either FLORIDA or DELAWARE.

13. **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.

14. **Service of Process.** On and after the Effective Date, the SURVIVING CORPORATION agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of DELAWARE or FLORIDA arising from the Merger.

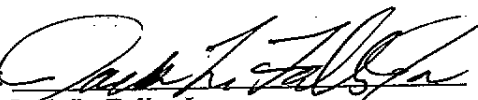
15. **Remedies.** Any right and remedy belonging to DELAWARE or FLORIDA and arising in connection with the actions contemplated by this Agreement shall be pursued solely against DELAWARE or FLORIDA, and not against their respective officers, directors or employees. In the event that any officer, director or employee of DELAWARE or FLORIDA

becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger, DELAWARE and/or FLORIDA shall advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with this Agreement, except to the extent that such indemnification is prohibited by law.

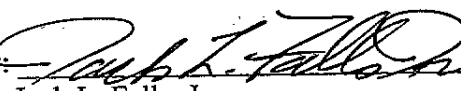
**16. Post Effective Date.** If, at any time after the Effective Date, the SURVIVING CORPORATION shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect or confirm, of record or otherwise, in the SURVIVING CORPORATION, title to and possession of any property or right of FLORIDA or DELAWARE, acquired or to be acquired by reason of, or as a result of, the Merger, or (ii) otherwise to carry out the purposes of this instrument, each of the parties hereto and its respective proper officers and directors shall be deemed to have granted hereby to the SURVIVING CORPORATION an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to, and the possession of, such property or rights in the SURVIVING CORPORATION and otherwise to carry out the purposes of this instrument; and the proper officers and directors of the SURVIVING CORPORATION are hereby fully authorized in the name of each party hereto, or otherwise to take any and all such action.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its officers duly authorized, all as of the date first above written.

PARADIGM INTEGRATION CORPORATION  
a Florida corporation

By:   
Jack L. Falls, Jr.  
President

PARADIGM INTEGRATION CORPORATION  
a Delaware corporation

By:   
Jack L. Falls, Jr.  
President