

F990000001052



ACCOUNT NO. : 072100000032

REFERENCE : 530603 4336650

AUTHORIZATION : *Patricia Pujols*

COST LIMIT : \$ 78.75

FILED
99 DEC 29 PM 3:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 27, 1999

ORDER TIME : 11:59 AM

ORDER NO. : 530603-015

CUSTOMER NO: 4336650

3000003083433--4

CUSTOMER: Ms. Anna Krimshtein
Baker & Mckenzie
19th Floor
1200 Brickell Avenue
Miami, FL 33131

EFFECTIVE DATE
12/31/99

ARTICLES OF MERGER

STAR SYSTEMS SERVICES, INC.

INTO

STAR NETWORKS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS:

RECEIVED
99 DEC 29 PM 12:56
DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger

V. SHEPARD JAN 3 - 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

STAR SYSTEMS SERVICES, INC., a Florida corporation, V59016

INTO

STAR NETWORKS SYSTEMS, INC., a Delaware entity, F99000001052

File date: December 29, 1999, effective December 31, 1999

Corporate Specialist: Velma Shepard

Account number: 072100000032

Account charged: 78.75

**ARTICLES OF MERGER
of**

STAR SYSTEMS SERVICES, INC., a Florida corporation,

with and into

STAR NETWORKS, INC., a Delaware corporation

FILED
99 DEC 29 PM 3: 05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
12/31/99

Pursuant to Sections 607.1101, 607.1103 and 607.1105 of the Florida Business Corporation Act (the "FBCA"), Star Systems Services, Inc., a Florida Corporation ("Merging Corporation") and Star Networks, Inc., a Delaware Corporation (the "Surviving Corporation") adopted on the 24th day of December, 1999, the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the FBCA, and hereby certify as follows:

ARTICLE I

The Agreement and Plan of Merger (the "Plan of Merger"), attached hereto and incorporated by reference herein, and adopted in accordance with the provisions of Section 607.1103 of the FBCA, provides for the merger of the Merging Corporation with and into the Surviving Corporation, with Star Networks, Inc. as the surviving corporation (the "Merger").

ARTICLE II

The attached Plan of Merger meets the requirements of section 607.1101 of the FBCA, and was approved by each domestic corporation and foreign corporation that is a party to the merger in accordance with Chapter 607 of the FBCA.

ARTICLE III

Effective after the close of business on December 31, 1999, at 11:53 PM, the Merging Corporation will merge with and into the Surviving Corporation.

ARTICLE IV

Pursuant to Section 607.1104, the shareholder approval of the Surviving Corporation and the Merging Corporation was not required.

ARTICLE V

The Merger shall be effective after the close of business on December 31, 1999 at 11:53 PM (the "Effective Time"). At the Effective Time, the separate existence of each of the corporations shall cease and the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with the terms and conditions of the Plan of Merger.

ARTICLE VI

The Surviving Corporation constitutes the sole shareholder of the Merging Corporation, and as a sole shareholder in writing waived the necessity of the mailing of a copy of the Plan of Merger. Pursuant to and in accordance with the waiver, no mailing of the Plan of Merger was made to the Surviving Corporation.

IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 21st day of December, 1999.

STAR SYSTEMS SERVICES, INC.
(a Florida Corporation)

By: _____

Print Name: _____

Title: _____

[Signature]
ROBERT A. HUNTER
GROUP EXECUTIVE VICE PRESIDENT

STAR NETWORKS, INC.
(a Delaware Corporation)

By: _____

Print Name: _____

Title: _____

[Signature]
ROBERT A. HUNTER
GROUP EXECUTIVE VICE PRESIDENT

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 27 day of December, 1999, by and between Star Networks, Inc., a Delaware corporation (the "Surviving Corporation"), and Star Systems Services, Inc., a Florida corporation (the "Merging Entity"). The Surviving Corporation and the Merging Entity are sometimes hereinafter referred to as the "Constituent Corporations/Entities."

RECITALS

The Board of Directors of each of the Constituent Entities deems it advisable and in the best interest of said corporations and their respective stockholders that the Merging Entity merge (the "Merger") with and into Surviving Corporation as provided herein.

Agreement

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, in accordance with the provisions of applicable law, the parties hereby agree as follows:

1. The Merger

1.1 Manner of Merger. Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined), the Merging Entity shall be merged with and into Surviving Corporation, which shall be the surviving corporation. The corporate existence of Surviving Corporation with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and as the surviving corporation, Surviving Corporation shall be governed by the laws of the State of Delaware and succeed to all rights, assets, liabilities and obligations of the Merging Entity as set forth in the Delaware General Corporation Law. The separate existence and corporate organization of the Merging Entity shall cease upon the Effective Date of the Merger and thereafter Surviving Corporation shall continue to exist under the laws of the State of Delaware. The Surviving Corporation, without further act or deed, shall (i) have the purposes and shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of the Constituent Entities, and neither the rights of creditors nor any liens upon the property of either of them shall be impaired by the Merger; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to each of the Constituent Entities; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Entities, including without limitation any and all federal, state and/or municipal taxes, which shall not revert or in any way be impaired by reason of the Merger. The Surviving Corporation will be specifically responsible for the payment of all fees and franchise taxes required by law to be paid by the Merging Entity and the Surviving Corporation will be obligated to pay such fees and franchise taxes if the same are not timely paid.

1.2 Articles of Incorporation, Bylaws and Management of the Surviving Corporation.

(1) The Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until same shall thereafter be altered, amended or repealed in accordance with applicable law.

(2) The Bylaws of Surviving Corporation as in effect immediately prior to the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until same shall thereafter be altered, amended or repealed in accordance with applicable law, the Articles of Incorporation or such

Bylaws of the Surviving Corporation.

(3) The directors and officers of Surviving Corporation immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation.

1.3 The Status and Conversion of Shares.

The manner of converting the shares (or interests) of the Constituent Entities shall be as follows:

(1) On the Effective Date of the Merger, each of the following events shall be deemed to occur simultaneously:

(a) Each share of Surviving Corporation common stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, remain issued and outstanding as in effect immediately prior to the Merger.

(b) Each share of the Merging Entity's common stock, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Date of the Merger (constituting the only issued and outstanding class of capital stock of the Merging Entity) shall be cancelled without any consideration being issued or paid therefor.

2. Conditions to Consummation of the Merger.

Consummation of the Merger is subject to:

(1) The Constituent Entities receipt of all consents, orders and approvals and satisfaction of all other requirements prescribed by applicable law that are necessary for the consummation of the Merger.

(2) The qualification of the Merger as a tax free reorganization under Section 368 of the Internal Revenue Code of 1986, as amended.

3. General.

3.1 Effective Date of the Merger.

The term "Effective Date" or "Effective Date of the Merger" as used herein shall mean after the close of business on December 31, 1999, at 11:53 P.M. and specifically prior to the effective date of the merger of Star Technologies West, L.L.C. into and with Star Networks, Inc. Each of the parties hereto hereby agrees to use its best efforts to do promptly all such acts and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it in order to consummate the Merger on such date.

3.2 Termination.

At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by the Board of Directors of Surviving Corporation and the Merging Entity. In the event of the termination and abandonment pursuant to this Section 3.2, this Agreement shall become void and have no effect, without any liability on the part of any of the parties or their directors or officers or stockholders in respect of this Agreement and the transactions contemplated hereby.

3.3 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.4 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3.5 Remedies.

(1) Any right and remedy belonging to Surviving Corporation or the Merging Entity and arising in connection with the actions contemplated by this Agreement shall be pursued solely against Surviving Corporation or the Merging Entity, and not against their respective officers, directors or employees.

(2) In the event that any officer, director or employee of Surviving Corporation or the Merging Entity becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger, Surviving Corporation and/or the Merging Entity 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.

3.6 Entire Agreement; Modifications.

This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing authorized by the respective Board of Directors and signed by the party to be charged, and then only to the extent set forth in such instrument.

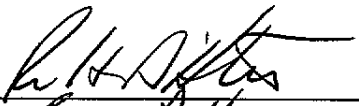
3.7 Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of this Agreement.

3.8 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

3.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

EXECUTED as of the day and year first above written.

Star Networks, Inc., a
Delaware corporation

By: 

Name: Robert A. Hannon

Title: Group EVP

Star Systems Services, Inc., a
Florida corporation

By: 

Name: Robert A. Hannon

Title: Group EVP