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G12197

GENERAL PRACTICE
REAL PROPERTY LAW
MARITAL & FAMILY LAW
BUSINESS LAW

July 7, 1998

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Florida Department of State
Filing Dept., Div. of Corporations
P.O. Box 5588
Tallahassee, Fl. 32314

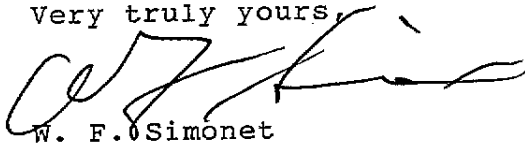
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*****70.00 *****70.00

Dear Sir or Madam,

Enclosed is Articles of Merger with Merger Agreement attached relating to the merger of Deccan Talisman, Inc. into Linia Holdings, Inc. I also enclose my check for \$70.00 filing fees.

Please confirm filing.

Very truly yours,


W. F. Simonet

Merger
7-16-98
cc

FILED
98 JUL -9 AM 7:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

DECCAN TALISMAN, INC., a Florida corporation, 464496

INTO

LINIA HOLDINGS, INC., a Florida corporation, G12197.

File date: July 9, 1998

Corporate Specialist: Cheryl Coulliette

FILED

ARTICLES OF MERGER

98 JUL -9 AM 7:41

Pursuant to Sec. 607.1105 of the Florida Business Corporation Act, Linia Holdings, Inc., a Florida corporation, and Deccan Talisman, Inc. a Florida corporation, adopt the following Articles of Merger for the purpose of merging Deccan Talisman, Inc. into Linia Holdings, Inc., the latter of which is to survive the merger:

ARTICLE I

That certain Plan and Agreement of Merger ("the agreement") dated June 30, 1998 by and between Linia Holdings, Inc, a Florida corporation and Deccan Talisman, Inc., a Florida corporation, attached and made a part of this instrument, was duly approved by the shareholders of Deccan Talisman, Inc. and Linia Holdings, Inc, pursuant to 607.1101 et seq. of the Florida Business Corporation Act ("the act") on July 1, 1998.

ARTICLE II

Of the 1,000 outstanding shares of common stock, par value \$1.00 per share of Linia Holdings, Inc. entitled to vote as a class upon the agreement, the holders of 1000 of those shares voted in favor of and authorized the agreement in accordance with Chapter 607 of the Florida Statutes.

Of the 2,250 outstanding shares of the common stock, par value \$1.00 per share of Deccan Talisman, Inc. entitled to vote as a class upon the agreement, the holders of 2,250 of those shares have voted in favor of and authorized the agreement in accordance with Chapter 607 of the Florida Statutes.

ARTICLE III


Linia Holdings, Inc. shall retain the name Linia Holdings, Inc. as and for the corporate name of the merged corporations and Deccan Talisman, Inc. shall be merged into Linia Holdings, Inc. and its separate corporate existence shall cease.

IN WITNESS WHEREOF, the parties to these articles of merger have caused them to be duly executed by their respective authorized officers this July 1, 1998.

Attest:

Linia Holdings, Inc.


By: 
Gerald Laban, Asst. Sec

By: 
Arun K. Puri, President

Attest:

Deccan Talisman, Inc.

By: 
Gerald Laban, Asst. Sec.

By: 
Arun K. Puri, President

PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER dated June 30, 1998 by and between LINIA HOLDINGS, INC. ("Linia") and DECCAN TALISMAN, INC., ("Deccan")

W I T N E S S E T H:

WHEREAS, LINIA HOLDINGS, INC. is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, DECCAN TALISMAN, INC. is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, LINIA and DECCAN have agreed that DECCAN TALISMAN, Inc. shall merge into LINIA HOLDINGS, Inc. upon the terms and conditions and in the manner set forth in this agreement and in accordance with the applicable laws of the State of Florida,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations made in this agreement and in order to consummate the transactions described above, LINIA and DECCAN, the constituent corporations to this agreement, agree as follows:

1. LINIA and DECCAN agree that DECCAN shall be merged into LINIA, as a single corporation, upon the terms and conditions of this agreement and that LINIA shall continue under the laws of the State of Florida as the surviving corporation (the "surviving corporation"), and they further agree as follows:

a. the name, the purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the surviving corporation shall be as appears in the Articles of Incorporation of LINIA as on file with the office of the Secretary of State of the State of Florida on the date of this agreement. The terms and provisions of the articles of incorporation are incorporated

in this agreement. From and after the effective date and until further amended, altered or restated as provided by law, the articles of incorporation separate and apart from this agreement shall be and may be separately certified as the articles of incorporation of the surviving corporation.

b. the bylaws of LINIA in effect on the effective date shall be the bylaws of the surviving corporation until they shall be altered, amended or repealed or until new bylaws are adopted as provided in them.

c. the persons who upon the effective date of the merger shall constitute the board of directors of the surviving corporation shall be the persons constituting the board of directors of LINIA on the effective date. If on the effective date of the merger any vacancy exists on the board of directors of the surviving corporation, that vacancy may be filled in the manner provided in the bylaws of the surviving corporation.

d. the persons who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of LINIA on the effective date.

2. This agreement shall be submitted to the shareholders of LINIA and DECCAN ("the constituent corporations") for their consent and approval in accordance with Chapter 607 of the Florida Statutes on September 1, 1992 or such later date as the boards of directors of LINIA and DECCAN shall mutually approve and, if it is adopted and approved in accordance with the laws of this state, as promptly as practicable thereafter, the fact that this agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of DECCAN into LINIA shall become effective on July 1, 1998 at 12:01 a.m. or upon the filing of this agreement and the appropriate articles of merger with the office of the Secretary of State of the State of Florida, whichever is later. The date upon which the merger of DECCAN into LINIA becomes effective is called in this

instrument the "effective date" of the merger.

3. When this agreement shall have been approved, signed, acknowledged and filed, the separate existence of DECCAN shall cease and DECCAN shall be merged into the surviving corporation in accordance with this agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses, and registration of each of the constituent corporations; and all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not ever or in any way be impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of DECCAN shall be as follows:

a. on the effective date each share of common stock, par value \$1.00 per share, ("DECCAN stock") issued and outstanding immediately before the effective date, by

virtue of the merger and without any action on the part of the holder of shares of DECCAN stock, shall be converted into and exchanged for one (1) share of LINIA common stock, par value \$1.00 per share ("LINIA stock")

b. no fractional shares shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole dollar.

c. each issued and outstanding share of common stock, par value \$1.00 per share, of LINIA ("LINIA stock") shall continue as one share of common stock, par value \$1.00 per share of the surviving corporation. If the outstanding shares of LINIA at any time between the date of this agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, splitup, combination of shares, merger or consolidation, the number and kind of shares into which the DECCAN stock is converted shall be appropriately and equitably adjusted.

5. As soon as practicable after the effective date LINIA shall issue and deliver, in accordance with this Paragraph 5, to the shareholders of DECCAN, whose names are set forth in Schedule A of this agreement, certificates for the number of whole shares of LINIA stock to which they shall have become entitled under this agreement. After the effective date of the merger, each of those DECCAN shareholders may surrender his certificate or certificates previously representing DECCAN stock to LINIA, and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of LINIA stock into which those shares of DECCAN stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of DECCAN stock shall be deemed for all corporate purposes to evidence ownership of the respective shares of LINIA into which they shall have been converted.

6. All shares of LINIA stock for and into which shares of DECCAN stock shall have been converted and exchanged pursuant to this agreement shall be deemed to have

been issued in full satisfaction of all rights perDeccan ning to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of DECCAN stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the LINIA stock for and into which their shares of DECCAN stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. LINIA and DECCAN shall each take appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

8. Upon the effective date of the transfer the books of DECCAN shall be closed and no transfer of shares of DECCAN stock shall be made and or consummated thereafter.

9. Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges and franchises of LINIA, the officers and directors of the constituent corporations shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this agreement.

10. DECCAN represents and warrants to and agrees with LINIA as follows:

a. DECCAN is a corporation duly organized,

validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. DECCAN is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the articles of incorporation, as amended to date, and the bylaws, as amended to date, of DECCAN previously delivered to LINIA are true, correct and complete copies as now in full force and effect. No provisions of those instruments nor any other instruments to which DECCAN is subject prohibits, limits or otherwise affects the right, power and authority of DECCAN to enter into this agreement or to cause the consummation of the merger.

b. the authorized capitalization of DECCAN consists of 10,000 shares of common stock, par value \$1.00 per share, of which 2,250 shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by DECCAN, or any commitments or agreement of a similar nature to which DECCAN is a party, relating to the authorized or issued stock of DECCAN.

c. DECCAN presently has no subsidiaries.

d. the execution, delivery and performance of this agreement has been duly and effectively authorized by the board of directors of DECCAN and will be submitted to the shareholders of DECCAN for approval under Chapter 607 of the Florida Statutes.

e. DECCAN has provided to LINIA complete access to all of its books and records of every nature whatsoever and warrants that the books and records so provided to LINIA are true reflections of its operations, assets, liabilities and financial condition.

f. DECCAN is not, and by the execution and performances of this agreement by DECCAN , will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which LINIA is a party or to which DECCAN may be subject under any provision of its articles of incorporation or bylaws, or violate any order, injunction, decree, statute, rule or regulation applicable to DECCAN or any of its properties or assets.

g. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against DECCAN , in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. DECCAN is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency.

h. DECCAN is not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copyrights or copyright registrations, nor is DECCAN in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

i. DECCAN represents that there have been no material changes in its economic conditions unknown to LINIA prior to the execution of this agreement and subsequent to providing LINIA with access to its books and records and examination thereof by LINIA and DECCAN represents that no such changes are contemplated or will take place except in the ordinary course of business prior to the effective date.

j. DECCAN has delivered to LINIA lists and descriptions of all property, real, personal or mixed, owned or leased by DECCAN and all contracts, notes, commitments, legal obligations, insurance policies and other matters relating to the operations of DECCAN and further agrees to provide LINIA any further information it may from time to time require.

11. LINIA represents and warrants to and agrees with DECCAN as follows:

a. LINIA is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as it is now being conducted.

b. LINIA is not, and by the execution and performance of this agreement will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its certificate of incorporation or bylaws, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of LINIA .

c. the execution, delivery and performance of this agreement by LINIA have been duly and effectively authorized by the board of directors of LINIA .

d. the shares of LINIA stock to be issued and delivered pursuant to this agreement have been duly authorized for issuance by the board of directors of LINIA and when so issued will be validly issued and outstanding, fully paid and nonassessable.

e. the authorized capitalization of LINIA consists of 7,500 shares of common stock, par value \$1.00 per share, of which 1,000 shares are validly issued and outstanding, fully paid and nonassessable as of the date of this agreement.

f. LINIA has provided to DECCAN complete access to all of its books and records of every nature whatsoever and warrants that the books and records so provided to DECCAN are true reflections of its operations, assets, liabilities and financial condition.

g. LINIA represents that there have been no

material changes in its economic conditions unknown to DECCAN prior to the execution of this agreement and subsequent to providing with DECCAN access to its books and records and examination thereof by DECCAN and LINIA represents that if such changes are contemplated or will take place except in the ordinary course of business prior to the effective date.

12. DECCAN shall give to LINIA , its attorneys, accountants, engineers and other representatives, full access during normal business hours throughout the period prior to the effective date, access to all of the properties, books, contracts, commitments and records of DECCAN . DECCAN shall furnish LINIA during that period any information concerning its business and affairs LINIA may reasonably request. LINIA agrees with DECCAN that, unless and until the merger is consummated, it and its representatives will hold in strict confidence all data and information so obtained from DECCAN and if the transactions provided in this agreement are not consummated, LINIA will return to DECCAN all data in its possession.

13. DECCAN agrees that, from this date to the effective date:

a. it will promptly advise LINIA in writing of any adverse change in the financial condition or business affairs of DECCAN .

b. except as otherwise consented to or approved by LINIA in writing.

1. the businesses of DECCAN shall be conducted only in the normal, usual and ordinary course (including maintenance of all its existing policies of insurance in full force and effect); and DECCAN will use its best efforts to preserve those business organizations intact and to keep available to the surviving corporation the services of DECCAN 's present officers and key employees and to preserve for the surviving corporation the good will of DECCAN 's suppliers, customers and others having business relations with DECCAN .

2. no changes shall be made in the articles of incorporation or bylaws of DECCAN .

3. DECCAN will not make any changes in its banking and safe deposit arrangements or grant any powers of attorney.

c. it will duly comply with all laws applicable to it in the conduct of its business.

14. DECCAN and LINIA shall separately pay all expenses incurred by them in connection with the transactions contemplated by this agreement. Any expenses incurred by the shareholders of DECCAN in connection with the transactions contemplated by this agreement shall be paid those shareholders.

15. This agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this agreement.

16. This agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon LINIA and DECCAN, and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this agreement.

17. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized officers of the constituent corporations LINIA and DECCAN, acting through their duly authorized officers, all parties to this agreement, this June 30, 1998, have signed this plan and agreement of merger.

LINIA HOLDINGS, INC.

By: Arun K. Puri
Arun K. Puri, President

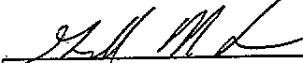
DECCAN TALISMAN, INC.

By: Arun K. Puri
Arun K. Puri, President

Attest:


Gerald Laban, Asst. Sec.

Attest:


Gerald Laban, Asst. Sec.