



H19461

ACCOUNT NO. : 072100000032

REFERENCE : 764202 4304990

AUTHORIZATION

Patricia Pigato

COST LIMIT : \$ 78.75

FILED
2002 SEP 30 PM 4:51
CLERK OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : September 30, 2002

ORDER TIME : 10:16 AM

800008099648--3

ORDER NO. : 764202-005

CUSTOMER NO: 4304990

CUSTOMER: Maryjon Donnelly, Legal Asst
Ropes & Gray
One International Place

Boston, MA 02110-2624

ARTICLES OF MERGER

LELY ELECTRONICS, INC.

INTO

LELY TEMPUSTECH, INC.

RECEIVED
02 SEP 30 AM 11:38
DIVISION OF CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

C. Coulllette SEP 30 2002

CONTACT PERSON: Darlene Ward, Ext. 1135

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

LELY ELECTRONICS, INC., a Florida corporation, H19461

INTO

LELY TEMPUSTECH, INC.. a California entity not qualified in Florida

File date: September 30, 2002

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Amount charged: 78.75

ARTICLES OF MERGER
OF
LELY ELECTRONICS, INC.
WITH
AND INTO
LELY TEMPUSTECH, INC.

FILED
2002 SEP 30 PM 4:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 1105 of Chapter 607 of the Florida Statutes, Lely Electronics, Inc., a Florida corporation, and Lely Tempustech, Inc., a California corporation, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

- (a) Lely Electronics, Inc., a Florida corporation ("LE"), and
- (b) Lely Tempustech, Inc., a California corporation ("TT").

2. LE is hereby merged with and into TT and the separate existence of LE shall cease. TT is the surviving corporation in the Merger. A copy of the Plan and Agreement of Merger dated as of September 27, 2002 is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

3. The Plan and Agreement of Merger was adopted by the shareholders of LE by unanimous written consent, dated September 25, 2002, in accordance with the applicable laws of the States of California and Florida.

4. The Plan and Agreement of Merger was adopted by the shareholders of TT by unanimous written consent, dated September 25, 2002, in accordance with the applicable laws of the States of California and Florida.

5. The Plan and Agreement of Merger was adopted by the Board of Directors of LE by unanimous written consent, dated September 25, 2002, in accordance with the applicable laws of the States of California and Florida.

6. The Plan and Agreement of Merger was adopted by the Board of Directors of TT by unanimous written consent, dated September 25, 2002, in accordance with the applicable laws of the States of California and Florida.

7. The Merger shall become effective on September 30, 2002, following the filing of these Articles of Merger with the California Department of State.

8. The Surviving Corporation hereby agrees that, at the Effective Time, it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of the terminating corporation in the State of Florida, as well as for the enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce any obligation or the rights of any dissenting shareholders of LE pursuant to Subsection 1109 (g) of Chapter 607 of the Florida Statutes.

9. The Surviving Corporation hereby agrees to promptly pay to the dissenting shareholders of LE the amount, if any, to which such shareholders are entitled under Section 1302 of Chapter 607 of the Florida Statutes.

10. The Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding. A copy of such service of process shall be mailed by the Secretary of State of the State of Florida to the following address, which is the Surviving Corporation's primary contact address in the State of Florida:

Lely Tempustech, Inc.
4473 Progress Avenue, Unit 1
Naples, FL 34104
Attention: Mr Luke de Lange

The parties have caused these Articles of Merger to be executed on September 27, 2002.

LELY ELECTRONICS, INC.

By: 

Name: Luke de Lange (a/k/a Luit de Lange)

Title: President

LELY TEMPUSTECH, INC.

By: 

Name: Luke de Lange (a/k/a Luit de Lange)

Title: President

EXHIBIT A
PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement") is made and entered into as of September 27, 2002, by and between Lely Electronics, Inc., a Florida corporation ("LE") and Lely Tempustech, Inc., a California corporation ("TT"), which is a wholly owned subsidiary of LE.

WHEREAS, LE is a corporation organized and existing under the laws of the State of Florida;

WHEREAS, TT is a corporation organized and existing under the laws of the State of California;

WHEREAS, the Board of Directors of each of LE and TT deems it advisable that LE be merged with and into TT on the terms and conditions set forth herein (the "Merger"), in accordance with the applicable provisions of the statutes of the States of Florida and California, respectively, which permit such merger; and

WHEREAS, the parties intend for this Agreement to constitute a plan of reorganization for U.S. federal income tax purposes and for the Merger to qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, LE and TT, by their respective Boards of Directors, have agreed and do hereby agree, each with the other as follows:

ARTICLE I

At the Effective Time (as herein defined), LE and TT shall be merged into a single corporation, in accordance with applicable provisions of the laws of the State of Florida, and the State of California, by LE merging with and into TT, which shall be the surviving corporation (sometimes herein referred to as the "Surviving Corporation"), and such Surviving Corporation shall continue its existence under its present name pursuant to the provisions of the General Corporation Law of the State of California.

ARTICLE II

Upon the Merger becoming effective on September 30, 2002, as provided in the applicable laws of the State of Florida and the State of California (the time when the Merger shall so become effective being sometimes herein referred to as the "Effective Time") the following shall apply:

1. The two constituent corporations shall be a single corporation, which shall be TT as the Surviving Corporation, and the separate existence of LE shall cease except to the extent

provided by the laws of the State of Florida, in the case of a corporation after its merger into another corporation.

2. The Surviving Corporation shall assume all of the liabilities and obligations, the identity, existence, rights, privileges, powers, franchises, properties and assets of LE, and all of the rights, privileges, powers, franchises, properties and assets of LE shall be vested in the Surviving Corporation.

3. The Articles of Incorporation of TT as in force and effect at the Effective Time in the jurisdiction of its organization shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until changed, altered, amended or restated in the manner prescribed by the provisions of the General Corporation Law of the State of California.

4. The by-laws of TT as in force and effect at the Effective Time in the jurisdiction of its organization shall be the by-laws of the Surviving Corporation and shall continue in full force and effect until changed, altered or amended as provided therein and in the manner prescribed by the provisions of the General Corporation Law of the State of California.

5. The directors and officers of TT in office at the Effective Time in the jurisdiction of its organization shall continue to be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the Surviving Corporation.

ARTICLE III

The Certificate of Incorporation of TT, as the Surviving Corporation, shall not be amended in any respect by reason of this Agreement.

ARTICLE IV

(a) The total number of shares which TT is presently authorized to issue is 500,000 shares, all of which are of one class of common stock, with no par value, and all of which are currently issued and outstanding and are held of record by LE. The total number of shares which the Surviving Corporation shall be authorized to issue upon the Effective Time is 500,000 shares, all of which shall be of one class of common stock, with no par value ("Survivor Common Stock").

(b) At the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of capital of LE or TT, each outstanding share of authorized capital stock of TT will be retired and canceled without consideration.

(c) At the Effective Time, each outstanding share of authorized capital stock of LE will be exchanged for 2/10,000,000 of a share of Survivor Common Stock. All shares of LE capital stock so exchanged, by virtue of the Merger and without any action on the part of the holders thereof, shall no longer be outstanding and shall be cancelled and retired (without any further consideration) and shall cease to exist, and each holder of a certificate representing any

such share of LE capital stock shall thereafter cease to have any rights with respect to such shares, except the right to receive Survivor Common Stock as set forth above.

ARTICLE V

(a) The parties hereto by mutual consent of their respective Boards of Directors may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing, at any time prior to the Effective Time; provided, however, that no such amendment, modification or supplement may be made that by law requires further approval by the stockholders of LE or TT without such further approval.

(b) In the event that the Merger herein provided for shall have been fully authorized in accordance with the provisions of the laws of the jurisdiction of incorporation of LE and in accordance with the provisions of the General Corporation Law of the State of California, LE and TT hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and of the State of California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

(c) The Board of Directors and the proper officers of LE and of TT, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger herein provided for.

(d) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(e) This Agreement may be terminated and the Merger provided for herein abandoned at any time prior to the Effective Time, whether before or after approval of this Agreement by the Board of Directors or stockholders (if applicable) of LE and TT, by action of the Board of Directors of either constituent corporation if the Board of Directors for such corporation determines for any reason that the consummation of the transactions provided for herein would for any reason be inadvisable or not in the best interests of such corporation or its stockholders.

ARTICLE VI

This Agreement shall constitute a plan of reorganization within the meaning of Section 368 of the Code.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused this Plan and Agreement of Merger to be executed by authorized officers of each party thereto.

LELY ELECTRONICS, INC.

By: 

Name: Luke de Lange (a/k/a Luit de Lange)
Title: President

By: _____

Name: Joris Boom
Title: Secretary

LELY TEMPUSTECH, INC.

By: 

Name: Luke de Lange (a/k/a/ Luit de Lange)
Title: President

By: 

Name: Robert van Teeffelen
Title: Secretary

IN WITNESS WHEREOF, the parties, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused this Plan and Agreement of Merger to be executed by authorized officers of each party thereto.

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Name: Luke de Lange
Title: President

By: _____
Name: Robert van Teeffelen
Title: Secretary