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MERGER OR SHARE EXCHANGE

KEY-TRAK, INC.

Certificate of Status	0
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FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

SECOND REQUEST!!
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DIVISION OF CORPORATIONS

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04 SEP -3 PM 4:38

SECRETARY OF STATE
TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street AddressJurisdictionEntity Type

1. KeyLogix Technical Services, Inc.

California

Corporation

6700 Hollister

Houston, Texas 77040

Florida Document/Registration Number: _____

FEI Number: 95-4818408

2. _____

Florida Document/Registration Number: _____

FEI Number: _____

3. _____

Florida Document/Registration Number: _____

FEI Number: _____

4. _____

Florida Document/Registration Number: _____

FEI Number: _____

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Key-Trak, Inc. 6700 Hollister Houston, Texas 77040	Florida	Corporation
Florida Document/Registration Number: K03530		FBI Number: 59-2891004

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

RI.FVENTHEL: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity
KeyLogix Technical Services,
Inc.

Signature(s) _____

Typed or Printed Name of Individual

Rm Valley
Lionel Barnes

Robert M. Nalley, President

Kenneth Bunney, Secretary

Key-Trak, Inc.

Fun Valley
Korn & Barnes

Robert M. Nalley, President

Kenneth Bunnay, Secretary

(Attach additional sheet(s) if necessary)

**AGREEMENT AND PLAN OF MERGER OF
KEYLOGIX TECHNICAL SERVICES, INC.
INTO
KEY-TRAK, INC.**

This Agreement and Plan of Merger (the "Agreement and Plan") is made and entered into as of September 3, 2004, by and between Key-Trak, Inc., a Florida corporation (being sometimes hereinafter referred to as the "Surviving Corporation"), and KeyLogix Technical Services, Inc., a California corporation (being sometimes hereinafter referred to as the "Merging Corporation").

WHEREAS, KEY-TRAK, INC. has an authorized capitalization consisting of 1,000 shares of Common Stock, no par value, of which 1,000 shares are issued and outstanding.

WHEREAS, KEYLOGIX TECHNICAL SERVICES, INC. has an authorized capitalization consisting of 5,000,000 shares of Common Stock, of which 1,000 shares are issued and outstanding.

WHEREAS, the directors of the Merging Corporation consider it advisable and in the best interests of the Merging Corporation and its shareholders, pursuant to the provisions of the applicable statutes of the Florida Business Corporation Act, to merge into Key-Trak, Inc. on the terms and conditions hereinafter set forth.

NOW THEREFORE, for ten dollars (\$10.00) cash and other valuable consideration and in consideration of the mutual agreements and covenants herein contained and for the purpose of prescribing the terms and conditions of such merger, the mode of carrying it into effect and such other details and provisions of the merger as are deemed necessary or desirable, the Merging Corporation and the Surviving Corporation have agreed and covenanted, and do hereby agree and covenant, as follows:

1. The Merging Corporation agrees that it shall be merging with and into the Surviving Corporation, and that the Surviving Corporation shall be governed by the laws of the State of Florida and that the Articles of Incorporation, as amended, and the By-Laws, as amended of the Surviving Corporation, existing upon the Effective Date of the merger, shall continue in full force and effect until altered, amended, or repealed as provided herein by law. The principal office of the Surviving Corporation is 6700 Hollister, Houston, Texas 77040.
2. The Board of Directors of the Surviving Corporation and of the Merging Corporation have duly approved, authorized and adopted, subject to the terms and conditions hereof, the execution and delivery of this Agreement and Plan and the transactions contemplated therein, such approval effective as of September 3, 2004.

3. This Agreement and Plan shall be submitted to the shareholders of the Surviving Corporation and the Merging Corporation for their consent to the merger described herein and, when so adopted and approved by the shareholders of the Surviving Corporation and the Merging Corporation, a Certificate of Ownership setting forth this Agreement and Plan of Merger shall be signed, acknowledged, certified, approved, adopted, and then filed pursuant to the laws of Florida, as promptly as practicable. The merger described herein shall become effective upon filing, hereinafter sometimes referred to as the "Effective Date".

4. On the Effective Date, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall thereupon and thereafter:

(a) possess all of the rights, privileges, immunities, and franchises, of a public, as well as a private nature, of the Merging Corporation; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to the Merging Corporation, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and

(b) be responsible and liable for all liabilities and obligations of the Merging Corporation; and any claim existing or action or proceeding pending by or against the Merging Corporation may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place, with the result that neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger.

5. The directors and officers of the Surviving Corporation shall continue to be the directors and officers of the Surviving Corporation. Such persons shall hold their respective offices, subject to the provisions of the By-Laws of the Surviving Corporation, from the Effective Date until their successors are elected and qualified.

6. Prior to, from and after the Effective Date, the Merging Corporation shall take all such action as may be necessary, appropriate, or convenient in order to effectuate the merger. If, at any time after the Effective Date, the Surviving Corporation shall determine that any further instruments or actions of whatever nature are necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights privileges, and franchises of the Merging Corporation, the officers and directors of the Merging Corporation (as are in office on the Effective Date) shall execute and deliver such instruments and take such actions as 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 such properties, assets, rights, privileges, and franchises, and otherwise carry out the purposes of this Plan.

7. On the Effective Date each of the outstanding common stock of the Merging Corporation, immediately prior to the merger, and all rights in respect therefore, shall cease to exist and be canceled.

8. On the Effective Date, each share of the outstanding common stock of the Surviving Corporation shall not be changed or converted and each share of the outstanding common stock of the Surviving Corporation shall remain outstanding after the Effective Date as one share of common stock of the Surviving Corporation.

9. This Plan may be terminated and abandoned at any time prior to the Effective Date by the shareholders of the Merging Corporation and Surviving Corporation or by the Boards of Directors of the Merging Corporation and Surviving Corporation.

Executed as of the date first above written.

ATTEST

Kenneth Bunney
KENNETH BUNNEY, Secretary

KEY-TRAK, INC.
a Florida Corporation

By: Robert M. Nalley
ROBERT M. NALLEY, President

ATTEST

Kenneth Bunney
KENNETH BUNNEY, Secretary

KEYLOGIX TECHNICAL
SERVICES, INC.
a California Corporation

By: Robert M. Nalley
ROBERT M. NALLEY, President