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GEORGE HAINES & ROBINSON
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
SUITE 250
225 SOUTH ADAMS STREET
POST OFFICE BOX 11189
TALLAHASSEE, FL 32302-3189
TELEPHONE 850-222-7717
FAX 850-222-3494
www.ghrlaw.com

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00AUG 31 AM 8:58
E-MAIL ADDRESS

KELLY B. PLANTE, ESQUIRE

August 31, 2000

Division of Corporations
George Firestone Building
409 East Gaines Street
Tallahassee, FL 32301

Via Hand Delivery

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*****80.00 *****80.00

To Whom It May Concern:

Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$80.00** for the requisite filing fees and fees to obtain a **certified copy of the Articles** for the following entities:

Intelligent Machine Concepts, L.L.C. AND
125 Mallard Street, Suite A.
St. Rose, Louisiana 20087

Intelligent Machine Concepts, L.L.C.
1427 Chaffee Drive, Suite 4
Titusville, Florida 32780

Upon receipt, please "date-stamp" the copy of the letter provided and call Ann Cotroneo at 222-7717, when the document is ready. Thank you for your assistance on this matter.

Very truly yours,

Kelly B. Plante

Kelly B. Plante

KBP/amc
Enclosures
GHRCORP/GHR2.236
Stiglitz/130195-1

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DIVISION OF CORPORATIONS
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ARTICLES OF MERGER
Merger Sheet

MERGING:

INTELLIGENT MACHINGE CONCEPTS, L.L.C., A Louisiana Limited Liability
Company, M98000001227

INTO

INTELLIGENT MACHINE CONCEPTS, L.L.C., a Florida entity, L00000010088

File date: August 31, 2000

Corporate Specialist: Michelle Hodges

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with Section 608.4382, *Florida Statutes*.

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

	<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1.	Intelligent Machine Concepts, L.L.C. 125 Mallard Street, Suite A St. Rose, Louisiana 20087	Louisiana	Limited Liability Company

Florida Document/Registration Number: M98000001227 FEI Number: 72-1428578

	<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
2.	Intelligent Machine Concepts, L.L.C. 1427 Chaffee Drive, Suite 4 Titusville, Florida 32780	Florida	Limited Liability Company

Florida Document/Registration Number: L00000010088 FEI Number: Applied For

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>
	Intelligent Machine Concepts, L.L.C. 1427 Chaffee Drive, Suite 4 Titusville, Florida 32780	Florida	Limited Liability Company

Florida Document/Registration Number: L00000010088 FEI Number: Applied For

THIRD: Attached as "Exhibit A" is a copy of the executed Agreement and Plan of Merger, the terms of which are incorporated herein in their entirety, which meets the requirements of section 608.438, *Florida Statutes*, and which was approved by Intelligent Machine Concepts, L.L.C., a Florida limited liability company, in accordance with Chapter 608, Florida Statutes, and by Intelligent Machine Concepts, L.L.C., a Louisiana limited liability company, in accordance with the laws of the State of Louisiana.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the regulations or articles of organization of either party to the merger.

FIFTH: The merger shall become effective as of the date the Articles of Merger are filed with Florida Department of State.

FILED
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DIVISION OF CORPORATIONS
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SIXTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

SEVENTH: SIGNATURE(S) FOR EACH PARTY:

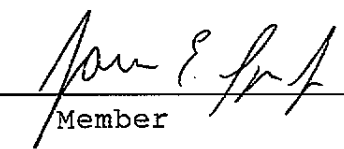
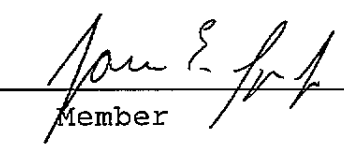
<u>Name of Entity</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual</u>
Intelligent Machine Concepts, L.L.C., a Louisiana limited liability company	 Member	James E. Spencer, Jr.
Intelligent Machine Concepts, L.L.C., a Florida limited liability company	 Member	James E. Spencer, Jr.

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER
AND FIRST AMENDMENT TO COLLATERAL DOCUMENTS**

THIS AGREEMENT AND PLAN OF MERGER AND FIRST AMENDMENT TO COLLATERAL DOCUMENTS ("Agreement and Plan of Merger") is made and entered into as of the 31st day of August, 2000, by and among INTELLIGENT MACHINE CONCEPTS, L.L.C. , a Louisiana limited liability company ("IMC LA"), INTELLIGENT MACHINE CONCEPTS, L.L.C., a Florida limited liability company ("IMC FL" or the "Surviving Entity"), and the undersigned holders of membership interests in IMC LA (the "Members"), and provides that IMC LA shall merge with and into IMC FL, pursuant to the terms and conditions contained herein and in accordance with the Florida Limited Liability Company Act and the Louisiana Limited Liability Company Law (the "Merger"). IMC LA, IMC FL and the Members, or any combination thereof, as the context may require, are referred to collectively herein as the "Parties."

BACKGROUND

WHEREAS, IMC LA is a limited liability company organized under the laws of the State of Louisiana;

WHEREAS, IMC FL is a limited liability company newly organized under the laws of the State of Florida;

WHEREAS, Spencer has been established as the sole member of IMC FL solely to facilitate the formation of IMC FL and the completion of the transactions contemplated by this Agreement and Plan of Merger;

WHEREAS, IMC LA and the Members desire that IMC LA convert from a Louisiana limited liability company to a Florida limited liability company by merging IMC LA with and into IMC FL (the "Merger");

WHEREAS, the Florida Limited Liability Company Act and the Louisiana Limited Liability Company Law permit the merger of a limited liability company organized under the laws of the State of Louisiana with and into a limited liability company organized under the laws of the State of Florida;

WHEREAS, it is desirable for the benefit of all Parties that the properties, businesses, assets, and liabilities of IMC LA and IMC FL be combined into one surviving limited liability company, which shall be INTELLIGENT MACHINE CONCEPTS, L.L.C., a Florida limited liability company, which shall continue to exist under its present name pursuant to the Florida Limited Liability Company Act;

WHEREAS, IMC LA and the Members entered into that certain Operating Agreement of Intelligent Machine Concepts, L.L.C., dated as of October 2, 1998 (the "Operating Agreement"), and the Parties desire that the Operating Agreement be amended and restated as indicated herein and be adopted as the operating agreement for IMC FL following the Merger;

WHEREAS, IMC LA and the Members further desire that the Merger not result in a default or breach of any of the Collateral Documents (as defined in Section 2(e) hereof), and, therefore, desire that the Collateral Documents be deemed amended to provide that neither the Merger nor any of the effects of the Merger be considered a default or breach of any of the Collateral Documents; and

WHEREAS, the Members further desire to agree to consent to certain transfers of membership interests in IMC FL, if any such transfers occur after the Merger.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual covenants, representations, warranties and agreements contained herein, the Parties hereby agree as follows:

AGREEMENT AND PLAN OF MERGER

Article 1 - Basic Transaction

(a) Names of Constituent Entities.

Name of Disappearing Entity	INTELLIGENT MACHINE CONCEPTS, L.L.C., a Louisiana limited liability company ("IMC LA")
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Name of Surviving Entity	INTELLIGENT MACHINE CONCEPTS, L.L.C., a Florida limited liability company ("IMC FL")
--------------------------	--

(b) Agreement and Plan of Merger. Each of the Parties hereby votes in favor of, authorizes and approves this Agreement and Plan of Merger, and waives any and all notifications requirements applicable to the approval of the Plan of Merger, including, without limitation, any and all notification requirements set forth in Section 608.4381, *Florida Statutes*, the Louisiana Limited Liability Company Law, or the Operating Agreement.

(c) Certification of Authorization and Approval of Agreement and Plan of Merger. Upon execution and delivery of this Agreement and Plan of Merger by the Members, the undersigned manager of IMC LA hereby certifies that this Agreement and Plan of Merger shall be authorized and approved in accordance with R.S. 12:1359 of the Louisiana Limited Liability Company Law, and the undersigned manager of IMC FL hereby certifies that this Agreement and Plan of Merger shall be authorized and approved in accordance with Section 608.4381 of the Florida Limited Liability Company Act.

(d) The Merger. On and subject to the terms and conditions of this Agreement and the Plan of Merger and as of the Effective Time (as defined in

Section 1(e) below), IMC LA shall be merged with and into IMC FL, the separate existence of IMC LA shall cease, and IMC FL, as the surviving entity (the "Surviving Entity"), shall continue its limited liability existence under the laws of the State of Florida.

(e) Actions at the Closing. At the closing of the Merger or as soon as is practicable thereafter, (i) IMC LA and IMC FL will file with the Secretary of State of the State of Florida the Articles of Merger in substantially the form attached hereto as Exhibit "A" (the "Articles of Merger") and with the Secretary of State of the State of Louisiana the Certificate of Merger in substantially the form attached hereto as Exhibit "B" (the "Certificate of Merger").

(f) Effective Time. The Effective Time of the Merger shall be as of the time at which the Articles of Merger are filed with the Secretary of State of Florida and the time at which the Certificate of Merger is filed with the Secretary of State of Louisiana.

(g) Effect of Merger.

(i) General Effects. The Merger shall have the effects set forth in the Florida Limited Liability Company Act and the Louisiana Limited Liability Company Law, including the cessation of the separate existence of IMC LA. The Surviving Entity may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of IMC LA in order to carry out and effectuate the transactions contemplated by this Agreement.

(ii) Rights and Obligations of the Surviving Entity. As of the Effective Time, in accordance with the applicable laws of the Florida Limited Liability Company Act and the Louisiana Limited Liability Company Law, the Surviving Entity shall possess, insofar as permitted by such laws, all rights, privileges and powers of IMC LA; and all property and assets of IMC LA shall vest in the Surviving Entity without any further act or deed; and the Surviving Entity shall assume and be liable for all liabilities and obligations of IMC LA.

(iii) IMC FL Articles of Organization. The Articles of Organization of IMC FL in effect immediately prior to the Effective Time shall be and remain the Articles of Organization of the Surviving Entity, until such Articles of Organization shall be amended as provided by law.

(iv) IMC FL Operating Agreement. The Operating Agreement, as in effect immediately prior to the Effective Time, shall become the Operating Agreement of IMC FL as of the Effective Time, except that the same shall be deemed amended such that all references to IMC LA shall be considered references to IMC FL and all references to IMC LA as an entity organized or existing under the laws of the State of Louisiana shall be considered references to IMC FL as an entity organized or existing under the laws of the State of Florida. The Operating Agreement will be replaced by an Amended and Restated Operating Agreement as soon as is practicable following the Merger,

which Amended and Restated Operating Agreement may materially differ from the Operating Agreement. As a condition to receiving his or its membership interest in IMC FL, each Member agrees to execute a counterpart signature page to the Amended and Restated Operating Agreement upon request by IMC FL.

(v) Managers. The membership of the Board of Managers of IMC LA in effect immediately prior to the Effective Time shall become the membership of the Board of Managers of the Surviving Entity, until such time as their successors are duly elected and seated and/or the number of members is altered in accordance with the terms of the Operating Agreement of the Surviving Entity. The names and business addresses of the managers of IMC LA are:

James E. Spencer, Jr.
1427 Chaffee Drive, Suite 4
Titusville, Florida 32780

Jeffery A. Hooker
1427 Chaffee Drive, Suite 4
Titusville, Florida 32780

Mark D. Winthrop
909 Poydras Street, Suite 2230
New Orleans, Louisiana 70112

David H. Simon
P.O. Box 2175
Windermere, Florida 34786

John P. O'Neil
19 Waterline Drive
Mashpee, Massachusetts 02649

Gerald Daigle
909 Poydras Street, Suite 2230
New Orleans, Louisiana 70112

(h) Dissenters' Rights. With respect to the Merger, each Member hereby waives his or its dissenters' rights or appraisal rights, if any, as provided in any applicable law or agreement.

(i) Conversion of IMC LA Membership Interests/Sharing Percentages. At and as of the Effective Time, (A) each one percent (1%) (or fraction thereof) Membership Interest/Sharing Percentage in IMC LA shall be converted into the right to receive one thousand (1,000) (or the appropriate fraction thereof) membership units in IMC FL; and (B) Spencer's membership interest in FL that was outstanding immediately before the Effective Time, which membership interest was issued solely to facilitate the formation of IMC FL and the Merger, shall be cancelled for no consideration, and Spencer's Membership Interest/Sharing Percentage in IMC FL at and, in accordance with paragraph (A) of this Section 1(a), as of the Effective Date shall be equal to his Membership Interest/Sharing Percentage in IMC LA immediately before the Effective Time. No Membership Interest/Sharing Percentage in IMC LA shall be deemed to be outstanding or to have any rights after the Effective Time. In accordance with this Section 1(i), at and as of the Effective Time, the membership interests in IMC FL will be held by the members of IMC FL in the amounts set forth in the attached Exhibit "C".

(j) Surrender of IMC LA Certificates. No actual surrender of certificates representing Membership Interests in IMC LA is required; instead, from and after the Effective Time all such certificates shall be deemed for all purposes surrendered and canceled.

Article 2 - Collateral Documents

(a) No Event of Default or Liquidity Event Pursuant to Securities Purchase Agreement. Each of the Members (whether in his or its capacity as a member of IMC LA or otherwise) hereby agrees and acknowledges that neither the Merger nor any of the effects of the Merger as set forth herein shall constitute an "Event of Default" or "Liquidity Event" as those terms are defined in any provision or term contained in that certain Securities Purchase Agreement by and between Advantage Capital Partners V Limited Partnership, Advantage Capital Partners VI Limited Partnership, Advantage Capital Partners VII Limited Partnership, Advantage Capital Technology Fund, L.L.C., and IMC LA, James E. Spencer, Jr. and Jeffery A. Hooker, dated October 2, 1998 (the "Securities Purchase Agreement"), notwithstanding any term or provision contained in the Securities Purchase Agreement to the contrary. Accordingly, each of the Members agrees and acknowledges that no Member (whether in his or its capacity as a member of IMC LA or otherwise) shall have any of the rights or obligations arising upon an "Event of Default" or "Liquidity Event" as a result of the Merger or any of the effects of the Merger as set forth herein.

(b) No Default, Event of Dissolution or Triggering Event Pursuant to Operating Agreement. The Members have entered into that certain Operating Agreement of Intelligent Machine Concepts, L.L.C., dated as of October 2, 1998 (the "Operating Agreement"). Each of the Members (whether in his or its capacity as a member of IMC LA or otherwise) hereby agrees and acknowledges that neither the Merger nor any of the effects of the Merger as set forth herein shall constitute a "Default," "Event of Default," event requiring the dissolution of IMC LA pursuant to Section 9 of the Operating Agreement or an event triggering any of the rights set forth in Section 12 of the Operating Agreement, notwithstanding any term or provision set forth in the Operating Agreement to the contrary. Accordingly, each of the Members agrees and acknowledges that no Member (whether in his or its capacity as a member of IMC LA or otherwise) shall have any of the rights or obligations arising upon a "Default," "Event of Default," event requiring the dissolution of IMC LA pursuant to Section 9 of the Operating Agreement or an event triggering any of the rights set forth in Section 12 of the Operating Agreement as a result of the Merger or any of the effects of the Merger as set forth herein.

(c) No Event of Default Pursuant to Security Agreement. Each of the Members (whether in his or its capacity as a member of IMC LA or otherwise) hereby agrees and acknowledges that neither the Merger nor any of the effects of the Merger as set forth herein shall constitute an "Event of Default" as that term is defined in any provision or term contained in that certain Security Agreement by and between Advantage Capital Partners V Limited Partnership, Advantage Capital Partners VI Limited Partnership, Advantage Capital Partners VII Limited Partnership, Advantage Capital Technology Fund, L.L.C., and IMC LA, dated October 2, 1998 (the "Security Agreement"), notwithstanding any term or provision contained in the Security Agreement to the contrary. Accordingly, each of the Members agrees and acknowledges that no Member (whether in his

or its capacity as a member of IMC LA or otherwise) shall have any of the rights or obligations arising upon an "Event of Default" as a result of the Merger or any of the effects of the Merger as set forth herein.

(d) No Event of Default Pursuant to Senior Secured Promissory Notes. Each of the Members (whether in his or its capacity as a member of IMC LA or otherwise) hereby agrees and acknowledges that neither the Merger nor any of the effects of the Merger as set forth herein shall constitute an "Event of Default" as that term is defined in any provision or term contained in that certain Senior Secured Promissory Note made by IMC LA and payable to Advantage Capital Partners V Limited Partnership, dated October 2, 1998, that certain Senior Secured Promissory Note made by IMC LA and payable to Advantage Capital Partners VI Limited Partnership, dated October 2, 1998, that certain Senior Secured Promissory Note made by IMC LA and payable to Advantage Capital Partners VII Limited Partnership, dated October 2, 1998, that certain Senior Secured Promissory Note made by IMC LA and payable to Advantage Capital Technology Fund, dated October 2, 1998, that certain Promissory Note made by IMC LA and payable to Advantage Capital Partners II Limited Partnership, dated September 2, 1998, that certain Senior Secured Promissory Note made by IMC LA and payable to Advantage Capital Partners VI Limited Partnership, dated January 5, 2000, that certain Senior Secured Promissory Note made by IMC LA and payable to Advantage Capital Partners VII Limited Partnership, dated January 5, 2000, and that certain Senior Secured Promissory Note made by IMC LA and payable to Advantage Capital Partners VI, dated February 25, 2000, (collectively, the "Senior Secured Promissory Notes"), notwithstanding any term or provision contained in any of the Senior Secured Promissory Notes to the contrary. Accordingly, each of the Members agrees and acknowledges that no Member (whether in his, her or its capacity as a member of IMC LA or otherwise) shall have any of the rights or obligations arising upon an "Event of Default" as a result of the Merger or any of the effects of the Merger as set forth herein.

(e) For purposes of this Agreement and Plan of Merger, the Operating Agreement, Securities Purchase Agreement, Security Agreement and Senior Promissory Notes shall be collectively referred to herein as the "Collateral Documents." The Parties agree and acknowledge that the Collateral Documents shall hereby be considered to have been amended to reflect the terms set forth in Sections 2(a) through (d) of this Agreement and Plan of Merger.

(f) Each Member hereby agrees to give his or its consent to any transfer after the Merger by Terrance Moore of his membership interest in IMC FL to any transferee who is not an "exempt transferee" (as that term is defined in the Amended and Restated Operating Agreement), provided such transfer and transferee is approved by the Company's Board of Managers, and such transfer otherwise complies in all respects with the terms of the Amended and Restated Operating Agreement.

Article 3 - Representations and Warranties of Members

Each of the Members, jointly and severally, warrant and represent that each of the statements set forth in this Article 3 are true, correct and complete as of the date hereof (the "Contract Date") and will be true, correct and complete as of the Effective Time (as though made then and as though the Effective Time were substituted for the Contract Date throughout this Article 3):

(a) Organization of the Member. Each Member other than Members who are natural persons is an entity duly organized, validly existing and in good standing under the laws of the State of Louisiana and is duly qualified to do business in the State of Louisiana.

(b) Authorization and Effect of Transaction. Each Member has the full power and authority to execute, deliver and fully perform its obligations under this Agreement and Plan of Merger. Without limiting the generality of the foregoing, the execution and delivery of this Agreement and Plan of Merger and the carrying out of the provisions hereof, have been duly authorized by all necessary action of the Member's partners or managers and the owners of its equity interests, and this Agreement and Plan of Merger constitutes a valid and binding obligation of the Member enforceable against the Member in accordance with its terms and conditions. Each of the Members who are natural persons has the legal capacity and capability to execute, deliver and fully perform his obligations under this Agreement and Plan of Merger.

(c) Noncontravention. Neither the execution and the delivery of this Agreement and Plan of Merger, nor the consummation of the transactions contemplated hereby will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Member is subject or any provision of the document of formation or regulations or bylaws of the Member, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, loan, or other arrangement to which the Member is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of its assets). The Member is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement and Plan of Merger.

Article 4 - Amendment and Termination

(a) Amendment. The parties hereto, by mutual consent of their respective Boards of Managers, may amend this Plan and Agreement of Merger prior to the filing of either of the Articles of Merger and Certificate of Merger with the respective Secretaries of State; provided, however, that an amendment made subsequent to the adoption of this Plan and Agreement of Merger by the Members and managers of IMC FL and IMC LA shall be subject to the limitations

specified in the Louisiana Limited Liability Company Law and the Florida Limited Liability Company Act.

(b) Termination. This Plan and Agreement of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the filing of the either Articles of Merger or Certificate of Merger with the respective Secretaries of State, whether before or after adoption of this Plan and Agreement of Merger by the Members or managers of IMC LA or IMC FL, if the Board of Managers of IMC LA or IMC FL determines that the consummation of the transactions provided for herein would not, for any reason, be in its best interest.

Article 5 - Miscellaneous

(a) No Third-Party Beneficiaries. This Agreement and Plan of Merger shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement and Plan of Merger constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(c) Succession and Assignment. This Agreement and Plan of Merger shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement and Plan of Merger or any of its rights, interests, or obligations hereunder without the prior written approval of the each of the other Parties.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. All facsimile executions shall be treated as originals for all purposes.

(e) Headings. The section headings contained in this Agreement and Plan of Merger are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement and Plan of Merger.

(f) Governing Law. This Agreement and Plan of Merger shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida.

(g) Amendments and Waivers. Except as explicitly provided herein, no amendment of any provision of this Agreement and Plan of Merger shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or

covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(h) Severability. Any term or provision of this Agreement and Plan of Merger that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(i) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement and Plan of Merger. In the event an ambiguity or question of intent or interpretation arises, this Agreement and Plan of Merger shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement and Plan of Merger. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

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IN WITNESS WHEREOF, IMC FL, IMC LA and the Members have caused this Plan and Agreement of Merger to be executed this 3rd day of August, 2000.

IMC LA:

INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Louisiana
limited liability company

By: James E. Spencer, Jr.
Name: JAMES E. SPENCER, JR.
Its: Manager CEO

IMC FL:

INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Florida
limited liability company

By: James E. Spencer, Jr.
Name: JAMES E. SPENCER, JR.
Its: Manager CEO

SPENCER:

James E. Spencer, Jr.
James E. Spencer, Jr.

MEMBERS:

James E. Spencer, Jr.
James E. Spencer, Jr.

Jeffery A. Hooker

John O'Neill

Mario Ferreri

Stephen Simmons

IN WITNESS WHEREOF, IMC FL, IMC LA and the Members have caused this Plan and Agreement of Merger to be executed this 31st day of August, 2000.

IMC LA:

INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Louisiana
limited liability company

By: _____
Name: _____
Its: Manager

IMC FL:

INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Florida
limited liability company

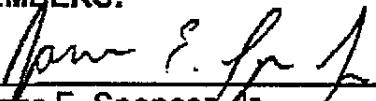
By: _____
Name: _____
Its: Manager

SPENCER:



James E. Spencer, Jr.

MEMBERS:



James E. Spencer, Jr.

Jeffery A. Hooker

John O'Neill

Mario Ferreri



Stephen Simmons

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IMC LA:

INTELLIGENT MACHINE
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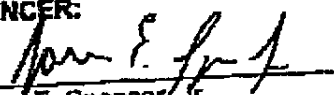
By: _____
Name: _____
Its: Manager

IMC FL:

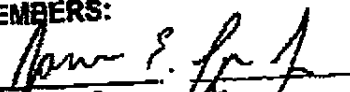
INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Florida
limited liability company

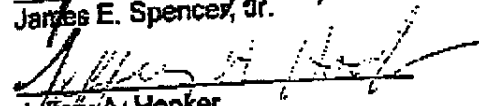
By: _____
Name: _____
Its: Manager

SPENCER:


James E. Spencer, Jr.

MEMBERS:


James E. Spencer, Jr.


Jeffrey A. Hooker

John O'Neill

Mario Ferreri


Stephen Simmons

IN WITNESS WHEREOF, IMC FL, IMC LA and the Members have caused this Plan and Agreement of Merger to be executed this 3rd day of August, 2000.

IMC LA:

INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Louisiana
limited liability company

By: _____
Name: _____
Its: Manager

IMC FL:

INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Florida
limited liability company

By: _____
Name: _____
Its: Manager

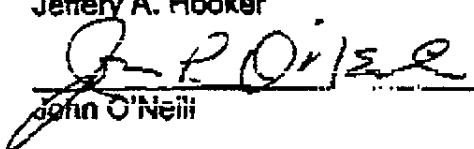
SPENCER:

James E. Spencer, Jr.

MEMBERS:

James E. Spencer, Jr.

Jeffery A. Hooker



John O'Neill

Mario Ferreri

Stephen Simmons

IN WITNESS WHEREOF, IMC FL, IMC LA and the Members have caused this Plan and Agreement of Merger to be executed this 31st day of August, 2000.

IMC LA:

INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Louisiana
limited liability company

By: _____
Name: _____
Its: Manager

IMC FL:

INTELLIGENT MACHINE
CONCEPTS, L.L.C., a Florida
limited liability company

By: _____
Name: _____
Its: Manager

SPENCER:

James E. Spencer, Jr.

MEMBERS:

James E. Spencer, Jr.

Jeffery A. Hooker

John O'Neill

Mario A. Ferreri
Mario Ferreri

Stephen Simmons



David H. Simon

James E. Spencer, Sr.

Philip Monnin

Terrance Moore

Jeff Starnes

Daniel Broughton

Irby Pugh

Mark Cosgrove

Shannon Daigle

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
L.L.C., its General Partner

By: _____
Name: _____
Its: _____

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
L.L.C., its General Partner

By: _____
Name: _____

David H. Simon


James E. Spencer, Sr.

Philip Monnin

Terrance Moore

Jeff Stames

Daniel Broughton

Irby Pugh

Mark Cosgrove

Shannon Daigle

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
L.L.C., its General Partner

By: _____
Name: _____
Its: _____

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
L.L.C., its General Partner

By: _____
Name: _____

David H. Simon

James E. Spencer, Sr.



Philip Mennin

Terrance Moore

Jeff Stames

Daniel Broughton

Irby Pugh

Mark Cosgrove

Shannon Daigle

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
L.L.C., its General Partner

By: _____
Name: _____
its: _____

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
L.L.C., its General Partner

By: _____
Name: _____

David H. Simon

James E. Spencer, Sr.

Philip Monnin

Terrance Moore 8/30/00
Terrance Moore

Jeff Starnes

Daniel Broughton

Irby Pugh

Mark Cosgrove

Shannon Daigle

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
LLC., its General Partner

By: _____
Name: _____
Its: _____

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
LLC., its General Partner

By: _____
Name: _____
Its: _____

David H. Simon

James E. Spencer, Sr.

Philip Monnin

Terrance Moore



Jeff Starnes

Daniel Broughton

Irby Pugh

Mark Cosgrove

Shannon Daigle

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
L.L.C., its General Partner

By: _____
Name: _____
Its: _____

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
L.L.C., its General Partner

By: _____
Name: _____

David H. Simon

James E. Spencer, Sr.

Phillip Monnin

Terrance Moore

Jeff Starnes

Dan B. Broughton

Dan B. Broughton
H.

Irby Pugh

Mark Cosgrove

Shannon Daigle

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
L.L.C., its General Partner

By: _____
Name: _____
Its: _____

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
L.L.C., its General Partner

By: _____
Name: _____

David H. Simon

James E. Spencer, Sr.

Philip Monnin

Terrance Moore

Jeff Starnes

Daniel Broughion

Irby Pugh

Mark Cosgrove

Shannon Daigle

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
L.L.C., its General Partner

By: _____
Name: _____
Its: _____

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
L.L.C., its General Partner

By: _____
Name: _____

David H. Simon

James E. Spencer, Sr.

Philip Monnin

Terrance Moore

Jeff Starnes

Daniel Broughton

Irby Pugh

Mark Coogrove

Shannon Daigle

**ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership**

**By: Advantage Capital Advisors,
L.L.C., its General Partner**

By: _____

Name: _____

Its: _____

**ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership**

**By: Advantage Capital NOLA VI,
L.L.C., its General Partner**

By: _____

Name: _____

David H. Simon

James E. Spencer, Sr.

Phillip Monnin

Terrance Moore

Jeff Starnes

Daniel Broughton

Irby Pugh

Mark Cosgrove



Shannon Daigle

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
L.L.C., its General Partner

By: _____
Name: _____
Re: _____

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
L.L.C., its General Partner

By: _____
Name: _____

David H. Simon

James E. Spencer, Sr.

Philip Monnin

Terrance Moore

Jeff Starnes

Daniel Broughton


Irby Pugh

Mark Cosgrove

Shannon Dalgie

ADVANTAGE CAPITAL
PARTNERS V LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital Advisors,
L.L.C., Its General Partner

By: 
Name: STEVEN T. STULL
Its: PRESIDENT

ADVANTAGE CAPITAL
PARTNERS VI LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VI,
L.L.C., Its General Partner

By: 
Name: STEVEN T. STULL

Its: PRESIDENT

ADVANTAGE CAPITAL
PARTNERS VII LIMITED
PARTNERSHIP, a Louisiana
limited partnership

By: Advantage Capital NOLA VII,
L.L.C., its General Partner

By: [Signature]
Name: STEVEN T. STULL
Its: PRESIDENT

ADVANTAGE CAPITAL
TECHNOLOGY FUND, L.L.C., a
Louisiana limited liability
company

By: [Signature]
Name: STEVEN T. STULL I+S
Its: PRESIDENT Managing
member

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