



THE UNITED STATES
CORPORATION
COMPANY

L000000012189

ACCOUNT NO. : 072100000032

REFERENCE : 948890 11758A

AUTHORIZATION : *Patricia Pigute*

COST LIMIT : \$ 90.00

ORDER DATE : December 29, 2000

ORDER TIME : 9:48 AM

ORDER NO. : 948890-005

500003516895--9

CUSTOMER NO: 11758A

CUSTOMER: Jeffrey S. Wachs, Esq
Doumar Allsworth Curtis Cross
1177 Southeast Third Avenue
Fort Lauderdale, FL 33316

RECEIVED
00 DEC 29 AM 10:49
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

INFOGENERATOR SYSTEMS, INC.

INTO

INFOGENERATOR SYSTEMS, L.L.C.

EFFECTIVE DATE
12/31/00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Kelly Courtney

EXAMINER'S INITIALS: *KA*

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12/29

ARTICLES OF MERGER
Merger Sheet

MERGING:

INFOGENERATOR SYSTEMS, INC., A FLORIDA ENTITY

INTO

INFOGENERATOR SYSTEMS, L.L.C., a Florida entity, L00000012189

File date: December 29, 2000, effective December 31, 2000

Corporate Specialist: Gretchen Harvey

Account number: 072100000032

Amount charged: 90.00

UNANIMOUS WRITTEN CONSENT
OF
THE SHAREHOLDERS
OF
INFOGENERATOR SYSTEMS, INC.

Pursuant to Section 607.0704 of the Florida Statutes, the following actions are hereby approved by the Shareholders of the corporation on the 1st day of November, 2000.

1. The Articles of Merger and Agreement and the Plan of Merger between INFOGENERATOR SYSTEMS, INC. and INFOGENERATOR SYSTEMS, L.L.C., are hereby approved and adopted.

Dated this 1st day of November, 2000.

INFOGENERATOR SYSTEMS, INC.

By: Chad Deckard
CHAD DECKARD, President and
Stockholder

By: Tiffany Lanier
TIFFANY LANIER, Secretary and
Stockholder

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TALLAHASSEE, FLORIDA

UNANIMOUS WRITTEN CONSENT
OF
THE MEMBERS
OF
INFOGENERATOR SYSTEMS, L.L.C.

Pursuant to Section 608.4381 of the Florida Statutes, the following actions are hereby approved by the Members of the limited liability company on the 1ST day of November, 2000.

1. The Articles of Merger and Agreement and the Plan of Merger between INFOGENERATOR SYSTEMS, INC. and INFOGENERATOR SYSTEMS, L.L.C., are hereby approved and adopted.

Dated this 1ST day of November, 2000.

INFOGENERATOR SYSTEMS, L.L.C.

By: Chad Deckard
CHAD DECKARD, Member

By: Tiffany Lanier
TIFFANY LANIER, Member

1166296 ONTARIO, INC.

By: Jamie Hall
JAMIE HALL, President

1299235 ONTARIO, INC.

By: Tannis Gamble
TANNIS GAMBLE, President

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
INFOGENERATOR SYSTEMS, INC. ✓
INTO
INFOGENERATOR SYSTEMS, L.L.C. ✓

799-102782
100-12189

The undersigned duly authorized officers of INFOGENERATOR SYSTEMS, INC. and administrators of INFOGENERATOR SYSTEMS, L.L.C., both legal entities of the State of Florida, hereby file these Articles of Merger in order to effect a merger under the laws of the State of Florida.

ARTICLE I
MERGER

INFOGENERATOR SYSTEMS, INC. (referred to hereinafter as the "Merged Corporation") shall be merged with and into INFOGENERATOR SYSTEMS, L.L.C. (referred to hereinafter as the "Surviving Entity"), in accordance with the terms and conditions set forth in the AGREEMENT AND PLAN OF MERGER duly adopted by the Board of Directors of the Corporation and approved by the shareholders of the Corporation in accordance with the provisions of the Florida General Corporation Act and duly adopted by the members of the Limited Liability Company and approved by the members with the provisions of the Florida Limited Liability Company Act. The corporate existence of the Merged Corporation shall cease on the Effective Time of the merger. INFOGENERATOR SYSTEMS, L.L.C. will continue in existence as the Surviving Entity after the Effective Time of the merger.

ARTICLE II
SHAREHOLDER APPROVAL

THE AGREEMENT AND PLAN OF MERGER was approved by consent in writing signed by the shareholder of INFOGENERATOR SYSTEMS, INC. and consent in writing by the administrator on the behalf of all members of INFOGENERATOR SYSTEMS, L.L.C. on November 1st, 2000 pursuant to the provisions of Sections 607.0703 and 607.0704 of the Florida General Corporation Act and Sections 608.438 and 608.4381 of the Florida Limited Liability Act.

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ARTICLE III
PLAN OF MERGER

The Plan of Merger is attached hereto as Exhibit "A".

ARTICLE IV
EFFECTIVE DATE AND TIME

The merger contemplated herein shall become effective as of
December 31, 2000.

IN WITNESS WHEREOF, the undersigned officers have hereunto set their hands
this 1st day of November, 2000.

INFOGENERATOR SYSTEMS, L.L.C.

By: Chad Deckard
CHAD DECKARD, Member
and Administrator

INFOGENERATOR SYSTEMS, INC.

By: Chad Deckard
CHAD DECKARD, President

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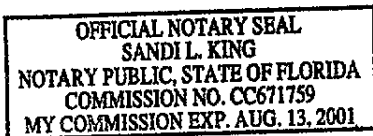
STATE OF FLORIDA)

SS:

COUNTY OF BROWARD)

BEFORE ME, the undersigned officer, personally appeared **CHAD DECKARD**, the Administrator of INFOGENERATOR SYSTEMS, L.L.C., who is personally known to me and be the individual described in and who executed the foregoing instrument, or who produced FL Drivers License as identification, and who did/did not take an oath, and he acknowledged to and before me that he executed said instrument in the capacity and for purpose therein expressed.

WITNESS my hand and official seal, this 1st day of November, 2000 2000.



Sandi L. King
Notary Public, State of Florida
Print Name: Sandi L. King
Commission No.: CC671759
My Commission Expires: 8/13/01

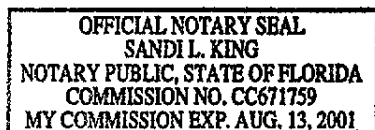
STATE OF FLORIDA)

SS:

COUNTY OF BROWARD)

BEFORE ME, the undersigned officer, personally appeared **CHAD DECKARD**, the President of INFOGENERATOR SYSTEMS, INC., who is personally known to me and be the individual described in and who executed the foregoing instrument, or who produced FL Drivers License as identification, and who did/did not take an oath, and he acknowledged to and before me that he executed said instrument in the capacity and for purpose therein expressed.

WITNESS my hand and official seal, this 1st day of November, 2000 2000.



Sandi L. King
Notary Public, State of Florida
Print Name: Sandi L. King
Commission No.: CC671759
My Commission Expires: 8/13/01

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TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER dated as of the 15th day of November, 2000 by and among INFOGENERATOR SYSTEMS, INC., a Florida corporation ("INC"), and INFOGENERATOR SYSTEMS, L.L.C., a Florida corporation, ("LLC").

WITNESSETH:

WHEREAS, LLC desires to acquire all of the assets and properties of INC; and

WHEREAS, INC deems it advisable and in its best interest of the entity and its members that INC be merged with and into LLC (the "Merger");

NOW, THEREFORE, INC and LLC hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1. The Merger. At the Effective Time of the Merger (as defined in Section 1.2), INC shall be merged with and into LLC as provided herein. Thereupon, the existence of LLC, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and the identity and existence, with all the purposes, powers and objects, of INC shall be merged into LLC and LLC as the entity surviving the Merger shall be fully vested therewith. The separate existence and organization of INC shall cease upon the Merger becoming effective as herein provided and thereupon INC and LLC shall be a single entity, to wit LLC (sometimes herein called the "Surviving Entity").

Section 1.2. Effective Time of Merger. After the execution of this Merger Agreement, Articles of Merger will be prepared to be executed by both entities. Such Articles of Merger shall be filed with the Office of the Secretary of State of Florida. The merger contemplated herein shall become effective as of December 31, 2000. (hereinafter called the "Effective Time").

Section 1.3. Ceasing of Business by INC. As of the Effective Time of the Merger, INC shall cease doing business. Its customers shall be notified on or before the Effective Time that INC has merged with LLC and that all work done after Effective Time shall be done under the name of LLC.

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ARTICLE II

ARTICLES OF ORGANIZATION AND REGULATION OF THE SURVIVING ENTITY

Section 2.1. Certificate of Incorporation. The Articles of Organization of LLC in effect immediately prior to the Effective Time of the Merger shall be the Articles of Organization of the Surviving Entity unless and until amended as provided by law and by such Articles of Organization.

Section 2.2. Regulations. The Regulations of LLC in effect immediately prior to the Effective Time of the Merger shall be the Regulations of the Surviving Entity unless and until amended or repealed as provided by law, by the Articles of Organization of the Surviving Entity or by such Regulations.

Section 2.3. Administrators and Managers. The administrator of LLC immediately prior to the Effective Time of the Merger shall be the administrator of the Surviving Entity, and the managers of LLC immediately prior to the Effective Time of the Merger shall be the managers of the Surviving Entity. Such administrator and managers shall serve until their successors shall have been elected or appointed and shall qualify or until otherwise provided by law, by the Articles of Organization of the Surviving Entity or by the Regulations of the Surviving Entity.

ARTICLE III

CONVERSION AND EXCHANGE OF SHARES

Section 3.1. Conversion of INC Shares into LLC Membership Interest. On the Effective Time, the issued and outstanding shares of the Common Stock, par value \$1.00 per share, of INC immediately prior to the Effective Time shall by virtue of the Merger be automatically converted into membership interest of LLC by rate of 1 share of INC Common Stock, par value \$1.00 per share for each unit of membership interest of LLC.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF INC

As of the date hereof and as of the Effective Time, INC represents and warrants as set forth below.

Section 4.1. Organizations and Existence. INC is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has the power to own all of its property and assets and to carry on business as it is now being conducted. Subject to the approval of the Merger by its shareholders, INC has the power and is duly

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authorized by all necessary action to merge with LLC pursuant to this Agreement. Subject to such approval, the shareholder of INC has taken all action required by law, its Regulations or otherwise to authorize the execution and delivery of this Agreement, and this Agreement is a valid and binding agreement of INC in accordance with its terms. The director of INC has determined to recommend the adoption of this Agreement and the consummation of the Merger to INC's shareholders. The execution and delivery of this Agreement do not, and subject to such member approval the consummation of the Merger will not, violate any provisions of INC's Regulations.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF LLC

As of the date hereof and as of the Effective Time, LLC represents and warrants as set forth below.

Section 5.1. Organizations and Existence. LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. LLC has the power to own all of its property and assets and to carry on business as it is now being conducted and is duly qualified to do business and is in good standing in each jurisdiction in which its ownership of property or the conduct of its business requires such qualifications. LLC has the power and is duly authorized by all necessary action to execute, deliver and perform this Agreement. The members of LLC have taken all action required by law, or otherwise to authorize the execution and delivery of this Agreement, and this Agreement is a valid and binding agreement of LLC in accordance with its terms. The execution and delivery of this Agreement do not, the consummation of the Merger will not, violate any provisions of LLC's Regulations and/or Articles of Organization.

ARTICLE VI

ADDITIONAL COVENANTS AND AGREEMENTS

Section 6.1. Operations Prior to Closing. INC and LLC further agree that

(a) INC agrees that it will, at all times subsequent to the date of this Agreement and prior to the Effective Time of the Merger, operate its business in the ordinary course consistent with past practice.

(b) LLC agrees that it will, at all times subsequent to the date of this Agreement and prior to the Effective Time of the Merger, operate its business in the ordinary course consistent with past practices.

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ARTICLE VII

CONDITIONS OF INC AND LLC OBLIGATIONS TO CLOSE

Section 7.1. Conditions of INC and LLC Obligations to Close. The obligations of INC and LLC to consummate the Merger is subject to satisfaction on or prior to the Effective Time of the following conditions:

(a) Each of the acts and undertakings of INC and LLC to be performed on or before the Effective Time pursuant to the terms hereof shall have been duly performed in all material respects.

(b) Except as affected by transactions contemplated by this Agreement, the representations and warranties of INC and LLC contained in this Agreement shall be true in all material respects on and as of the Effective Time with the same effect as though such representations and warranties had been made on and as of such date.

(c) The Merger shall not violate any order, decree or judgment of any court or governmental body having competent jurisdiction.

ARTICLE VIII MISCELLANEOUS

Section 8.1. No Survival of Representations and Warranties. None of the representations and warranties included or provided for herein, or in any instrument of transfer or other document delivered pursuant hereto, shall survive the Effective Time of the Merger.

Section 8.2. Tax Characterization. This transaction is intended to qualify as a reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code. Accordingly, on and after the Effective Time, the books and records of the Surviving Entity shall be maintained in such a manner as to appropriately reflect a consummation of the aforescribed reorganization and all reports required to be filed with the Internal Revenue Service on or after the Effective Time shall appropriately reflect the reorganization.

Section 8.3. Binding Effects. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided that this Agreement may not be assigned by any party without the consent of the other parties.

Section 8.4. Amendments. This Agreement may be amended only in writing with the approval of the Board of Directors of INC and the members of LLC.

Section 8.5. Counterparts. This Agreement may be executed in one or more counterparts all of which shall be considered one and the same and shall become effective

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when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

Section 8.6. Further Action. INC and LLC each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

Section 8.7. Entire Agreement. This Agreement and the documents, letters and exhibits described herein or attached or delivered pursuant hereto set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof.

Section 8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized officers of each of the parties as of the day and year first above written.

INFOGENERATOR SYSTEMS, INC.

By: Chad Deckard
CHAD DECKARD, President

INFOGENERATOR SYSTEMS, L.L.C.

By: Chad Deckard
CHAD DECKARD, Administrator

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