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NOV 14 2005 12:38 PM
Division of Corporations

No. 0997 P. 1/9

Page 1 of 1

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

LOC-AID TECHNOLOGIES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$96.35

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Nov. 14. 2005 12:38PM

No. 0997 P. 2/9

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**STATE OF FLORIDA
ARTICLES OF MERGER**

between

Loc-Aid Technologies, Inc.
(a Delaware corporation)

and

Loc-Aid Technologies, LLC
(a Florida limited liability company)

THESE ARTICLES OF MERGER (the "Articles") are made and entered into on this 14th day of November, 2005 by and between Loc-Aid Technologies, Inc., a Delaware corporation (the "Surviving Corporation"), and Loc-Aid Technologies, LLC, a Florida limited liability company (the "Merger LLC"), in accordance with Sections 607.1109 and 608.4382, Florida Statutes:

FIRST: The exact name and street address of the 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>
Loc-Aid Technologies, Inc. 1225 Broken Sound Parkway, NW Suite C Boca Raton FL 33487 Florida Document/Registration Number: N/A	Delaware	Profit Corporation FEL: 20-3778208
Loc-Aid Technologies, LLC 1225 Broken Sound Parkway, NW Suite C Boca Raton FL 33487 Florida Document/Registration Number: L04000016084	Florida	Limited Liability Company FEL: 20-2135937

SECOND: The surviving entity shall be Loc-Aid Technologies, Inc., a Delaware corporation, and the exact name and street address of its principal office are as follows:

Loc-Aid Technologies, Inc.
1225 Broken Sound Parkway, NW
Suite C
Boca Raton FL 33487

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Nov. 14. 2005 12:39PM

No. 0997 P. 3/9

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THIRD: The attached Agreement and Plan of Merger meets the requirements of Sections 607.1108 and 608.438, Florida Statutes, and was approved by the Merger LLC that is a party to the merger in accordance with Chapter 608.

FOURTH: The attached Agreement and Plan of Merger was approved by the Surviving Corporation that is a party to the merger in accordance with the laws of Delaware.

FIFTH: The Surviving Corporation 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 members of the Merger LLC.

SIXTH: The Surviving Entity agrees to pay the dissenting members of the Merger LLC the amount, if any, to which they are entitled under Section 608.4384, Florida Statutes.

SEVENTH: The merger is permitted under the laws of the State of Delaware and is not prohibited by the Articles of Organization of the Merger LLC.

EIGHTH: The effective date of the Merger shall be the later of the date of the proper filing of these Articles in accordance with the Florida Limited Liability Company Act or the date of the proper filing of a Certificate of Merger in accordance with the Delaware General Corporation Law.

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

[Signatures appear on the next page.]

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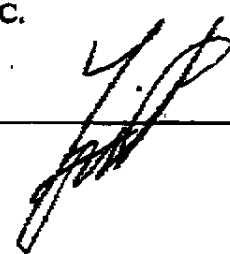
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IN WITNESS WHEREOF, the Surviving Corporation and the Merger LLC, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors, stockholders and members, have caused these Articles of Merger to be executed by the President or authorized person of each party hereto, as of the date first set forth above.

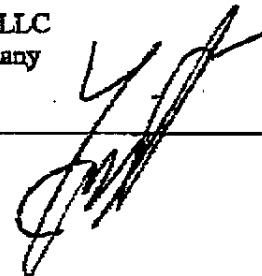
LOC-AID TECHNOLOGIES, INC.
a Delaware corporation

By: _____
Isaias Sudit, President



LOC-AID TECHNOLOGIES, LLC
a Florida limited liability company

By: _____
Isaias Sudit, Member



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No. 0997 P. 5/9

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AGREEMENT AND PLAN OF MERGER
OF
LOC-AID TECHNOLOGIES, INC.
(a Delaware corporation)

AND

LOC-AID TECHNOLOGIES, LLC
(a Florida limited liability company)

AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of November 14, 2005, between LOC-AID TECHNOLOGIES, LLC, a Florida limited liability company ("Loc-Aid LLC"), and LOC-AID TECHNOLOGIES, INC., a Delaware corporation ("Loc-Aid Delaware," collectively with Loc-Aid LLC, the "Companies").

WHEREAS Loc-Aid Delaware is a corporation organized under the laws of the State of Delaware with its principal place of business located at 1225 Broken Sound Parkway NW, Suite C, Boca Raton, Florida 33487; and

WHEREAS the total number of shares of stock which Loc-Aid Delaware has authority to issue is 29,264,462, which consist of 21,000,000 shares of Common Stock, par value \$0.00001 per share, and 8,264,462 shares of Preferred Stock par value \$0.00001 per share; and

WHEREAS Loc-Aid LLC is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 1225 Broken Sound Parkway NW, Suite C, Boca Raton, Florida 33487; and

WHEREAS the total number of limited liability company interests which Loc-Aid LLC has outstanding is Ten Million (10,000,000); and

WHEREAS the Companies desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida and the State of Delaware which respective laws permit such a merger; and

WHEREAS the Board of Directors of Loc-Aid Delaware and the Members of Loc-Aid LLC have determined that it is in the best interest of each of the Companies to merge and such directors and members have duly approved and authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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No. 0997 P. 6/9

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I. THE MERGER: EFFECTIVE TIME

Section 1.1 The Merger. Subject to the terms and conditions contained in this Agreement, at the Effective Time (as defined in Section 1.2) Loc-Aid LLC shall be merged with and into Loc-Aid Delaware and the separate existence of Loc-Aid LLC shall thereupon cease (the "Merger"). Loc-Aid Delaware shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Delaware, and the separate corporate existence of Loc-Aid Delaware with all its rights, privileges, powers, immunities, purposes and franchises shall continue unaffected by the Merger.

Section 1.2 Effective Time. The Merger shall become effective at the time (the "Effective Time") of the filing of the Certificate of Merger in accordance with the Delaware General Corporation Law or the time of the filing of the Articles of Merger in accordance with the Florida Business Corporation Act whichever shall occur later, or at such later time which the parties hereto shall have agreed upon and designated in such filings as the effective time of the Merger.

II. CERTIFICATE OF INCORPORATION AND BY-LAWS OF THE SURVIVING CORPORATION

Section 2.1 Certificate of Incorporation. The Certificate of Incorporation of Loc-Aid Delaware, as so amended at the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, until duly amended in accordance with its terms and the Delaware General Corporation Law. The name of the surviving corporation shall remain "Loc-Aid Technologies, Inc."

Section 2.2 Bylaws. The Bylaws of Loc-Aid Delaware in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with their terms and the Delaware General Corporation Law.

Section 2.3 Capital Stock. The total number of shares of and par value of each class of stock, which the Surviving Corporation shall be authorized to issue, is 29,264,462, which consist of 21,000,000 shares of Common Stock, par value \$0.00001 per share (the "Surviving Corporation Common Stock"), and 8,264,462 shares of Preferred Stock par value \$0.00001 per share (the "Surviving Corporation Preferred Stock"). The description of each class, with the preferences, voting powers, qualifications, special or relative rights or privileges as to each class or series is as set forth in the Certificate of Incorporation of the Surviving Corporation.

III. DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

The directors and officers of Loc-Aid Delaware immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, from and after the Effective Time, until their respective successors have been duly elected or appointed and qualified or until

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Nov. 14. 2005 12:41PM

No. 0997 P. 7/9

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their earlier death, resignation or removal, all in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws.

IV. CONVERSION OF MEMBER INTERESTS IN THE MERGER; NO APPRAISAL RIGHTS

Section 4.1 Conversion of Member Interests of Loc-Aid LLC. At the Effective Time, each unit of member interests of Loc-Aid LLC outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without the surrender of certificates or any other action by the holder of such member interests, be converted into and exchangeable for one (1) fully paid and nonassessable share of Surviving Corporation Common Stock.

Section 4.2 Conversion of Shares of Loc-Aid Delaware. At the Effective Time, each share of Loc-Aid Delaware Capital Stock issued and outstanding immediately prior thereto, if any, shall, by virtue of the Merger and without any action by the holder of such shares, be canceled and returned to the status of authorized but unissued shares.

Section 4.3 No Appraisal Rights. Holders of the member interests of Loc-Aid LLC do not and shall not have any dissenter's rights or appraisal rights under the Florida Limited Liability Company Act in connection with the Merger.

V. TERMINATION AND AMENDMENT

Section 5.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Agreement by the holders of member interests of Loc-Aid LLC, or by the mutual consent of the Companies by action of their respective Board of Directors or Members.

Section 5.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article V, no party hereto (or any of its directors, officers or members) shall have any liability or further obligation to any other party to this Agreement, except that nothing herein will relieve any party from liability for any breach of this Agreement.

Section 5.3 Amendment. The Board of Directors and Members of each Company may amend this Agreement at any time prior to the filing of Certificate of Merger with the Secretary of State of the State of Delaware and the Articles of Merger with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the Board of Directors or Members of either of the Companies shall not, without further approval by the Board of Directors or Members, (i) alter or change the amount or kind of shares, securities, and/or rights to be received by Loc-Aid LLC members in exchange for or on conversion of all or any of their member interests of Loc-Aid LLC; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the members of Loc-Aid LLC. This Agreement shall not be

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Nov. 14. 2005 12:41PM

No. 0997 P. 8/9

(((H05000263509 3)))

modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

VI. RULE 145 REPRESENTATION

The sole purpose of this Merger is to change the domicile and entity structure of Loc-Aid LLC within the United States of America, to which end (a) the corporate structure of the Surviving Corporation reflects a change in the form of entity from that of Loc-Aid LLC and (b) the securities of the Surviving Corporation into which the member interests outstanding of Loc-Aid LLC are being converted are substantially identical to each other. Accordingly, the Merger shall not be deemed to involve the offer or sale of a security under authority of Rule 145(a)(2) of the Securities and Exchange Commission.

VII. MISCELLANEOUS AND GENERAL

Section 7.1 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 7.3 Entire Agreement etc. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 7.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

Section 7.5 Tax Treatment. The parties to this Agreement intend that the Merger and the sale of Surviving Corporation stock to certain investors following the Merger shall be treated as a single transaction within the meaning of Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code").

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No. 0997 P. 9/9

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IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

Loc-Aid Technologies, LLC
a Florida limited liability company

By: 
Isaias Sudit, Member

Loc-Aid Technologies, Inc.
a Delaware corporation

By: 
Isaias Sudit, President

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