

Document Number Only

99000005633

C T CORPORATION SYSTEM

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 (850)222-1092
City State Zip Phone

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*****78.75 *****78.75

CORPORATION(S) NAME

Future Homewerx, L.C., a Florida Limited Liability Company
merging into: ehouse Company, a Delaware corporation

- | | | |
|--|---|--|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> Fictitious Name |
| <input checked="" type="checkbox"/> Certified Copy | | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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APR 28 PM 3:02

STATE OF FLORIDA
DEPT. OF REVENUE
TALLAHASSEE, FLORIDA

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

4/28
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TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
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STATE OF FLORIDA

PLEASE RETURN EXTRA COPY(S)
FILE STAMPED
THANKS
LAURA EARNST

24-1
25 pgs

ARTICLES OF MERGER
Merger Sheet

MERGING:

FUTURE HOMEWERX, L.C. a Florida entity #L99000000005633

INTO

EHOUSE COMPANY. corporation not qualified in Florida

File date: April 28, 2000

Corporate Specialist: Lee Rivers



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 28, 2000

CT CORP
LE

SUBJECT: FUTURE HOMEWERX L.C.
Ref. Number: L99000005633

We have received your document for FUTURE HOMEWERX L.C. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must reflect that the surviving entity 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.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 300A00023449

Please file + backdate if possible. Thank you - Laure E.

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MAY - 2 PM 12:07
DEPARTMENT OF STATE
CORPORATIONS
DIVISION
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

FUTURE HOMEWERX, L.C.,
a Florida limited liability company

INTO

ehouse company,
a Delaware corporation

199-8-33

fnq

FILED
00 APR 28 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.438 of the Florida Limited Liability Company Act and Section 263 of the Delaware General Corporation Law, FUTURE HOMEWERX, L.C., a Florida limited liability company, and ehouse company, a Delaware corporation, hereby submit the following Articles of Merger.

1. The Agreement and Plan of Merger dated April 27, 2000 (the "Plan of Merger") between FUTURE HOMEWERX, L.C., a Florida limited liability company ("Homewerx"), and ehouse company, a Delaware corporation ("ehouse"), provides that Homewerx will merge with and into, ehouse.

2. The Plan of Merger was approved and adopted by the members of Homewerx on April 27, 2000 in accordance with the provisions of the Florida Limited Liability Company Act.

3. The merger of Homewerx with and into ehouse is permitted by the laws of State of Delaware and has been authorized in compliance with said laws. The Plan of Merger was approved, adopted, certified, executed and acknowledged in accordance with the requirements of Section 263 of the Delaware General Corporation Act.

4. Pursuant to the Plan of Merger, the ownership interests of the members of Homewerx will be converted into shares of ehouse common stock.


5. The Plan of Merger is attached as Exhibit A and is incorporated by reference as if fully set forth.

6. The effective time and date of the merger shall be upon the filing of these Articles of Merger with the Secretary of State of Florida and the Certificate of Merger with the Secretary of State of Delaware.

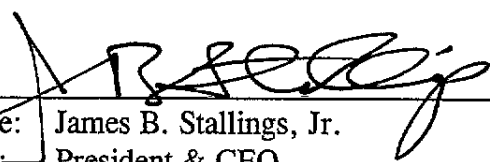
7. ehouse company hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, and/or limited liability company that is party to the merger.

Executed on April 27, 2000.

FUTURE HOMEWERX, L.C.,
a Florida limited liability company

By 
Name: *GARY LAWRENCE*
Title: *PRESIDENT*

ehouse company, a Delaware corporation

By 
Name: James B. Stallings, Jr.
Title: President & CEO

AGREEMENT AND PLAN OF MERGER

by and between

FUTURE HOMEWERX, L.C.,

a Florida limited liability company

and

ehouse company,

a Delaware corporation

FILED
00 APR 28 PM 3:03
SECRETARY OF STATE
TALLAHASSEE FLORIDA

as of April 27, 2000

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of April 27, 2000, by and between FUTURE HOMEWERX, L.C., a Florida limited liability company ("FHW"), and ehouse company, a Delaware corporation ("EHC" or the "Surviving Entity", and together with FHW, sometimes hereinafter referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, the members of FHW have unanimously approved the merger of FHW with and into EHC (the "Merger") pursuant and subject to the terms and conditions of this Agreement; and

WHEREAS, the shareholders of EHC and the Board of Directors of EHC have unanimously approved the merger of EHC with FHW pursuant and subject to the terms and conditions of this Agreement, whereby EHC will be the surviving entity; and

WHEREAS, FHW and EHC desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe various conditions to the Merger;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, rights and obligations set forth in this Agreement, the receipt and the sufficiency of which is hereby acknowledged and recognized by each of the Constituent Entities, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1. Effective Time of the Merger. Subject to the provisions of this Agreement, a certificate of merger, together with any other documents required by law to effectuate the Merger (all such documents being collectively referred to as the "Certificate of Merger"), complying with applicable law either has been or shall promptly be duly prepared, executed and acknowledged by the applicable parties hereto and thereafter delivered to (i) the Secretary of State of the State of Florida a certificate for filing as provided in Section 608.4382 of the Limited Liability Company Act of the State of Florida, and (ii) the Secretary of State of the State of Delaware for filing as provided in Section 264 of the General Corporation Law of the State of Delaware either before or as soon as practicable after the Closing (as hereinafter defined in Section 1.2) but in no event later than twenty-four (24) hours after the Closing, the timing of such filing to be agreed upon by the Constituent Entities. The Merger shall become effective at the time and upon the conditions set forth in the Certificate of Merger (the "Effective Time of the Merger").

1.2. Closing. The closing of the Merger (the "Closing") will take place at the offices of LeBoeuf, Lamb, Greene & MacRae, LLP, located at 50 N. Laura Street, Jacksonville, Florida 32202, on a date and at a time determined by mutual agreement between the Constituent Entities (the "Closing Date").

1.3. Effects of the Merger.

(a) At the Effective Time of the Merger:

(i) the separate existence of FHW shall cease (except insofar as continued by statute) and FHW shall be merged with and into EHC, with EHC as the surviving entity in accordance with the applicable laws of the States of Delaware and Florida; and (x) all the property other than real property or any interest therein, of each of the Constituent Entities, and all debts due to either of them shall be transferred to or retained in (as the case may be) and vested in the Surviving Entity, without further act or deed, (y) title to real property or any interest therein held by FHW as of the Effective Time of the Merger shall be conveyed to the Surviving Entity by the recordation of a deed with payment of applicable taxes thereon, and (z) the Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Entities, and any claim or judgment against either of the Constituent Entities may be enforced against the Surviving Entity;

(ii) the name of the surviving entity shall continue to be "ehouse company", and the Surviving Entity shall be governed by the laws of the State of Delaware;

(iii) the Articles of Organization of FHW shall no longer be in effect;

(iv) the Operating Agreement of FHW shall no longer be in effect;

(v) the Certificate of Incorporation and the Bylaws of EHC as in effect prior to the Merger will be the Certificate of Incorporation and the Bylaws of the Surviving Entity; and

(vi) The Board of Directors of EHC in office prior to the Merger will be the Board of Directors in office of the Surviving Entity.

(b) From and after the Effective Time of the Merger, the Merger shall have all the effects provided by applicable law.

ARTICLE II

ISSUANCE OF EHC CAPITAL STOCK

2.1. Issuance of EHC Capital Stock. As of the Effective Time of the Merger, by virtue of the Merger, the ownership interests in FHW will be converted into 69,000 shares of EHC common stock (hereinafter defined) and options to purchase 10,000 shares of EHC common stock and will be issued to the Persons named and in the amounts designated on **Exhibit A** attached hereto.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF FHW

Representations and Warranties of FHW. FHW hereby represents and warrants to, and agrees with, EHC as follows:

3.1. Organization, Standing and Power of FHW. FHW is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. FHW does not have any subsidiaries.

3.2. Capital Structure. As of the date and time immediately prior to the Effective Time of the Merger, all ownership interests of FHW are held by Duane D. Remington, Gary Lawrence, and Arron Hoffer (collectively, the "FHW Principals") and Ralph Baker ("Baker"). Except for Baker's profit interest described in **Section 5.3**, there are no options, warrants, calls, rights, commitments, or agreements of any character to which FHW is a party or by which FHW is bound, obligating it to issue, deliver or sell, or cause to be issued, delivered or sold, any additional ownership interests of FHW of any kind or obligating FHW to grant, extend or enter into any such option, warrant, call, right, commitment or agreement.

3.3. Corporate Authority. FHW has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by FHW and the consummation by FHW of the transactions contemplated hereby have been duly authorized by all necessary action on the part of FHW. This Agreement has been duly executed and delivered by FHW and constitutes its valid and binding agreement, enforceable against FHW in accordance with its terms.

3.4. Consents and Governmental Approvals. All material consents, approvals, orders and authorizations of, and registrations, declarations and filings with, any court, administrative agency, board, body politic or commission or other governmental authority or instrumentality, domestic or foreign, Federal, state, county, municipal or regional, or dependency or colony, or any subdivision or agency thereof (each, a "Governmental Authority"), or any other individual, corporation, association, partnership, limited liability company, joint venture, organization, firm, business, trust, or other entity or unincorporated organization (each, a "Person") required by or with respect to FHW in connection with the execution and delivery of this Agreement by FHW or the consummation by FHW of the transactions contemplated hereby have been duly obtained and are in full force and effect.

3.5. Financial Statements. FHW has delivered to EHC true, correct and complete copies of the financial statements of FHW, including (i) an audited balance sheet of FHW as at December 31 in each of the years 1995 through 1999 and the related statements of income and cash flow for each of the fiscal years then ended, and (ii) an unaudited balance sheet of FHW as at March 1, 2000 and the related unaudited statements of income and cash flow for the 5 months then ended, including in each case notes thereto (the "Interim Balance Sheet"). Such financial statements and notes fairly present the financial condition and the results of operations and cash flow of FHW as at the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP.

3.6. Real Property. Schedule 3.6 contains a true, correct and complete list of all real property, leaseholds, or other interests therein owned by FHW. FHW has delivered or made available to EHC copies of the deeds and other instruments by which FHW acquired such real property and interests, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of FHW. FHW owns good and marketable title to such real property.

3.7. Accounts Receivable. All accounts receivable of FHW that are reflected on the accounting records of FHW as of the Closing Date are true, correct and complete and represent valid obligations arising from sales actually made or services actually performed in the ordinary course of business. Unless paid prior to Closing, the accounts receivable are or will be as of Closing, current and collectible net of the respective reserves shown on the accounting records of FHW at Closing.

3.8. Inventory. All inventory of FHW, whether or not reflected in the Interim Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete items and items of below standing quality, all of which have been written off or written down to net realizable value on the accounting records of FHW. All inventories not written off have been priced at the lower of cost or net realizable value on a FIFO basis. The quantities of each item of inventory are not excessive, but are reasonable in the present circumstances of FHW.

3.9. No Undisclosed Liabilities. FHW has no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations reflected or reserved against in the Interim Balance Sheet and current liabilities incurred in the ordinary course of business since the respective dates thereof.

3.10. Taxes and Tax Returns. All Tax Returns required to be filed by FHW have been timely filed (taking into account any extensions of time for filing such Tax Returns). At the time filed, such Tax Returns were (and, as to Tax Returns not filed as of the date hereof, will be) true, correct, and complete and FHW has timely paid all Taxes due and payable for periods covered by such Returns, except to the extent, if any, that adequate provision has been made and adequate reserves exist for the payment of Taxes for all open taxable years of FHW, including all periods covered by such Returns described in (a) above; and (c) there are no outstanding deficiencies, assessments, or written proposals for the assessment of Taxes proposed, asserted, or assessed against FHW.

3.11. Legal Proceedings. There are no claims Proceedings or investigations of any nature pending or, threatened, against, relating to, involving or otherwise affecting FHW, the FHW Managers, or any officers of FHW before any governmental entity, arbitrator, mediator, or any alternative dispute resolution forum. There is no order to which FHW or the FHW Managers or its officers is subject.

3.12. Contracts; No Defaults. Schedule 3.12 contains a true, correct, and complete list of all the Contracts (true, correct, and complete copies of all such written Contracts having been made available to EHC), currently in force, to which FHW is a party or by which any assets of FHW are or may be bound, as such Contracts may have been amended to the date hereof.

Each of the Contracts listed in Schedule 3.12 is in full force and effect and constitutes a legal, valid and binding obligation of FHW, and of each other Person that is a party thereto. Each of the Contracts has been duly authorized by all necessary action of the Board in accordance with all applicable Law and the FHW articles of organization and operating agreement. FHW is not, and no other party to such Contract is, in violation, Breach or default of any such Contract or, with or without notice or lapse of time or both, would be in violation, Breach or default of any such Contract. Except as set forth in Schedule 3.12, no such Contract contains any provision providing that any party thereto other than FHW may terminate such Contract by reason of the execution of this Agreement or the consummation of the transactions contemplated thereby.

3.13. Labor Relations; Compliance. FHW is not, nor has it ever been, a party to any collective bargaining or other labor Contract.

3.14. Relationship with Related Persons. FHW nor any Related Person of FHW since January 1, 1998 has had, any interest in any property (whether real, personal, or mixed and whether tangible or intangible), used in or pertaining to business. Neither FHW nor any Related Person of FHW since January 1, 1998 has owned (of record or as a beneficial owner) an equity interest of any other financial or profit interest in, a Person that has (i) had business dealings or a material financial interest in any transaction with FHW other than business dealings or transactions conducted in the ordinary course of business with FHW at substantially prevailing market prices on substantially prevailing market terms, or (ii) engaged in competition with FHW with respect to any line of the products or services of FHW (a "Competing Business") in any market presently served by FHW except for less than one percent of the outstanding capital stock of any Competing Business that is publicly traded on any recognized exchange or in the over-the-counter market. Neither FHW nor any Related Person of FHW is a party to any Contract with, or has any claim or right against, FHW.

3.15. No Brokers or Finders. FHW has incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or similar payment in connection with this Agreement.

3.16. Employees. Schedule 3.16 contains a complete and accurate list of the following information for each employee or Director of FHW, including each employee on leave of absence or layoff status: name; job title; current compensation paid or payable and any change in compensation since January 1, 1999; vacation accrued; and service credited for purposes of vesting and eligibility to participate under any of FHW's pension, retirement, profit-sharing, thrift-savings, deferred compensation, bonus, severance pay, insurance, medical, welfare, or vacation plan, other employee pension, benefit plan or employee welfare benefit plan.

3.17. Employee Benefits. FHW has no employee benefit plans.

3.18. Statements True and Correct.

(a) No representation or warranty of FHW in this Agreement and no statement in the Schedules hereto omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) No notice given pursuant to Section 5.4 will contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this Agreement, in light of the circumstances in which they were made, not misleading.

(c) There is no fact known to FHW that has specific application to FHW that materially adversely affects the assets, business, prospects, financial condition, or results of operations of FHW that has not been set forth in this Agreement or the Schedules hereto.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF EHC

Representations and Warranties of EHC. EHC hereby represents and warrants to, and agrees with, FHW as follows:

4.1. Organization; Standing and Power. EHC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

4.2. Capital Structure. The authorized capital stock of EHC consists of 40,000,000 shares of voting common stock, par value \$.01 per share (the "Common Stock") and 10,000,000 shares of preferred stock. As of the date hereof, there are 20,000,000 shares of Common Stock issued and outstanding; there are no shares of preferred stock issued or outstanding. No other classes of stock (voting or non-voting) have been authorized or issued. All outstanding shares of Common Stock are validly issued, fully paid and nonassessable and not subject to any preemptive rights. There are no options, warrants, calls, rights, commitments, or agreements of any character to which EHC is a party or by which EHC is bound, obligating it to issue, deliver or sell, or cause to be issued, delivered or sold, any additional shares of capital stock of EHC or obligating EHC to grant, extend or enter into any such option, warrant, call, right, commitment or agreement.

4.3. Authority for the Transaction. EHC has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by EHC and the consummation by EHC of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of EHC. This Agreement has been duly executed and delivered by EHC and constitutes its valid and binding agreement, enforceable against EHC in accordance with its terms.

4.4. Consents and Governmental Approvals. All consents, approvals, orders and authorizations of, and registrations, declarations and filings with, any Governmental Authority or other Person required by or with respect to EHC in connection with the execution and delivery of this Agreement by EHC or the consummation by EHC of the transactions contemplated hereby have been duly obtained and are in full force and effect.

4.5. No Brokers or Finders. EHC has incurred no obligation or liability, contingent or otherwise, for brokerage of finders' fees or agents' commissions or similar payment in connection with this Agreement.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1. Regulatory Filings. Except as otherwise set forth herein, each of FHW and EHC will take all reasonable actions necessary to comply promptly with all legal requirements which may be imposed on it with respect to the Merger and will promptly cooperate with and furnish information to the other in connection with any such requirements imposed upon either of the Constituent Entities in connection with the Merger. Each of FHW and EHC will take all reasonable actions necessary to obtain any consent, authorization, order or approval of, or any exemption by, any Governmental Authority or other Person required to be obtained or made by it in connection with the Merger or the taking of any action contemplated thereby or by this Agreement, including without limitation those necessary or appropriate or advisable in connection with the transfer to FHW of any and all licenses of EHC.

5.2. Employment and Noncompetition Agreements. At or prior to the Closing, EHC will enter into a three-year employment and noncompetition agreement with each of the FHW Principals: Duane D. Remington ("Remington"), Gary Lawrence ("Lawrence") and Arron Hoffer ("Hoffer"), the terms and conditions of which will be mutually agreeable to the parties.

5.3. Termination of Profits Interest. Pursuant to an Investment Agreement between Baker and FHW dated October 27, 1999, (the "Investment Agreement"), Baker receives a percentage of FHW profits for the duration of the existence of FHW. At the Closing, Baker's profit interest and all other interest in FHW shall be terminated in exchange for the issuance by EHC to Baker of 4,000 shares of EHC Common Stock and options to purchase 10,000 additional shares of EHC Common Stock at an exercise price of Two and 50/100 Dollars (\$2.50) per share (the "Baker Options"). Baker's right to exercise the Baker Options shall vest: Five thousand (5,000) shares on the first annual anniversary of the Effective Time of the Merger and five thousand (5,000) shares on the second annual anniversary of the Effective Time of the Merger.

5.4. Notification. Between the date of this Agreement and the Closing Date, FHW will promptly notify EHC in writing if FHW becomes aware of any fact or condition that causes or constitutes a Breach of any of FHW's representations and warranties as of the date of this Agreement, or if FHW becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a Breach of any representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules hereto, FHW will promptly deliver to EHC a supplement to the Schedules specifying such change. During the same period, FHW will promptly notify EHC of the occurrence of any Breach of any covenant of FHW in this **Section 5** or the occurrence of any event that may make the satisfaction of the conditions in **Article VI** impossible or unlikely.

5.5. Additional Agreements. Subject to the terms and conditions of this Agreement, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. If, at any time after the Effective Time of the Merger, any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Entity with full title to all properties, assets, rights, approvals, immunities and franchises of either of the Constituent Entities, the proper officers, directors or owners (as the case may be) of each of the Constituent Entities shall take all such necessary action.

ARTICLE VI

CONDITIONS PRECEDENT

6.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger is subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of each of the Constituent Entities set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date.

(b) Government Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Authority necessary or appropriate (in the opinion of the parties hereto) for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained, and shall be in full force and effect.

(c) No Injunctions or Restraints. No temporary restraining order, preliminary or permanent injunction or other order by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the transaction contemplated by this Agreement shall have been issued (each party agreeing to use its reasonable best efforts, including appeals to higher courts, to have any such order, injunction, legal restraint or prohibition set aside or lifted); and no action shall have been taken, and no statute, rule or regulation shall have been enacted, by any Governmental Authority that would prevent the consummation of the Merger.

6.2. Conditions to EHC's Obligations to Effect the Merger. The obligations of EHC to effect the Merger is subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Remington, Lawrence and Hoffer shall each have executed and delivered to EHC a three-year employment and noncompetition agreement.

6.3. Conditions to FHW's Obligation to Effect the Merger. The obligation of FHW to effect the Merger is subject to the satisfaction at or prior to the closing of the following conditions:

(a) EHC shall have executed and delivered to each: Remington, Lawrence and Hoffer, a three-year employment and noncompetition agreement.

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

7.1. Termination. This Agreement may be terminated at any time prior to the Effective Time of the Merger:

(a) by mutual consent of EHC and FHW;

(b) by either EHC or FHW if there has been a material Breach of any representation, warranty, covenant or agreement on the part of the other party set forth in this Agreement;

(c) by either EHC or FHW if any Governmental Authority, the consent of which is a condition to the obligations of the parties hereto to consummate the transactions contemplated by this Agreement pursuant to **Section 6.1**, shall have determined not to grant its consent and all appeals of such determination shall have been taken and shall have been unsuccessful; or

(d) by either EHC or FHW if any court of competent jurisdiction in the United States or any state shall have issued an order, judgment or decree (other than a temporary restraining order) restraining, enjoining or otherwise prohibiting the Merger and such order, judgment or decree shall have become final and nonappealable.

7.2. Effect of Termination. In the event of termination of this Agreement by either FHW or EHC as provided in **Section 7.1**, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of EHC or FHW or their respective officers, directors, owners or members.

7.3. Amendment. This Agreement may not be amended, modified, or otherwise varied except by an instrument in writing signed on behalf of each of the parties hereto.

7.4. Extension; Waiver. At any time prior to the Effective Time of the Merger, the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties of the other parties hereto contained herein or in any document delivered pursuant hereto, and (c) waive

compliance by any of the other parties hereto with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

7.5. Procedure for Termination, Amendment, Extension or Waiver. An effective termination of this Agreement pursuant to **Section 7.1**, an effective amendment of this Agreement pursuant to **Section 7.3** or an effective extension or waiver pursuant to **Section 7.4** shall require (i) in the case of EHC, action by its Board of Directors, or (ii) in the case of FHW, action by its Owners/Members.

ARTICLE VIII

INDEMNIFICATION

8.1. Indemnification and Payment of Damages. The FHW Principals, jointly and severally, hereby agree to indemnify and hold harmless EHC, and its respective representatives, controlling persons, and affiliates (collectively, the "Indemnified Persons") for, and will pay to the Indemnified Persons the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expenses (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(a) Any Breach of any representation or warranty made by FHW in this Agreement (without giving effect to any supplement to the Schedules hereto), the Schedules hereto, the supplements to the Schedules hereto, or any other certificate or document delivered by FHW pursuant to this Agreement;

(b) Any Breach of any representation or warranty made by FHW in this Agreement as if such representation or warranty were made on and as of Closing without giving effect to any supplement to the Schedules hereto, other than any such Breach that is disclosed in a supplement to the Schedules hereto; or

(c) Any Breach by FHW of any covenant or obligation of FHW in this Agreement.

The remedies provided in this **Section 8.1** will not be exclusive of or limit any other remedies that may be available to EHC or the other Indemnified Persons.

8.2. Procedure for Indemnification – Third Party Claims.

(a) Promptly after receipt by an indemnified party under **Section 8.1** of notice of the commencement of any Proceeding against it, such indemnified party will, if a claim is to be made against an indemnifying party under such Section, give notice to the indemnifying party of the commencement of such claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnified party's failure to give such notice.

(b) If any Proceeding referred to in **Section 8.2(a)** is brought against an indemnified party and it gives notice to the indemnifying party of the commencement of such Proceeding, the indemnifying party will, unless the claim involves taxes, be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel satisfactory to the indemnified party and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under this **Section 8** for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding, other than reasonable costs of investigation. If the indemnifying party assumes the defense of a Proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification; (ii) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (A) there is no finding or admission of any violation of legal requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying party; and (iii) the indemnified party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to an indemnifying party of the commencement of any Proceeding and the indemnifying party does not, within ten days after the indemnified party's notice is given, give notice to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will be bound by any determination made in such Proceeding or any compromise or settlement affected by the indemnified party.

(c) Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by

notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Proceeding, but the indemnifying party will not be bound by any determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may be not be unreasonably withheld).

(d) FHW hereby consent to the non-exclusive jurisdiction of any court in which a Proceeding is brought against any Indemnified Person for purposes of any claim that an Indemnified Person may have under this Agreement with respect to such Proceeding or the matters alleged therein, and agree that process may be served on FHW with respect to such a claim anywhere in the world.

ARTICLE IX

GENERAL PROVISIONS

9.1. Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time of the Merger, except for the agreements contained in **Section 5.2**, the Baker Option contained in **Section 5.3**, and Article VIII of this Agreement.

9.2. Notices. All notices and other communications required or permitted hereunder or under any of documents relating hereto shall be in writing (including telefax) and shall be delivered personally, telefaxed (with confirmation of receipt immediately thereafter by telephone), sent by nationally recognized overnight courier (marked for overnight delivery), or sent by registered, certified or express mail, postage prepaid, return receipt requested, addressed as follows or to such other address as may be hereafter designated in writing hereunder by the respective parties:

if to FHW: Future Homewerx, L.C.
8375-2 Baymeadows Way
Jacksonville, FL 32256
ATTN: Gary Lawrence
Facsimile No.: 904/636-5330

With a copy to: Franson Aldridge & Sands
1551 Atlantic Blvd., Suite 200
Jacksonville, FL 32207
ATTN: Keith Sands
Facsimile No.: 904/396-3947

if to EHC: ehouse company
P.O. Box 19769
Jacksonville, FL 32245
ATTN: James B. Stallings, Jr.
Facsimile No.: 904/280-4233

With a copy to: LeBoeuf, Lamb, Greene & MacRae, L.L.P.
50 N. Laura Street, Suite 2800
Jacksonville, FL 32202
ATTN: Michael B. Kirwan
Facsimile No.: 904/353-1673

All such notices and communications shall (i) when delivered in person on any Business Day between the hours of 9:00 AM to 5:00 PM. (EST), be effective when delivered (or if delivered after 5:00 PM, be effective on the next Business Day to occur), (ii) when telefaxed (provided receipt is immediately thereafter confirmed by telephone) on any Business Day between the hours of 9:00 AM to 5:00 PM (EST), be effective when telefaxed (or if telefaxed after 5:00 PM, be effective on the next Business Day to occur), or (iii) if mailed, be effective three (3) Business Days after the same has been deposited in the mails, postage prepaid, by registered or certified mail, return receipt requested, or (iv) if sent by a nationally recognized overnight courier service, be effective one (1) Business Day after the same has been delivered to such courier service marked for overnight delivery; in each case addressed as aforesaid.

Any party may, by notice given in accordance with this Article to the other parties, designate another address or Person for receipt of notices hereunder.

9.3. Interpretation. For purposes of this Agreement (including all exhibits, schedules and amendments), unless the context otherwise requires, (i) all terms defined herein include the plural as well as the singular, (ii) the masculine, feminine or neuter gender shall be deemed to include the others whenever the context so requires, (iii) all accounting terms used herein but not otherwise defined herein shall have the meaning given to them under generally accepted accounting principles (GAAP), and (iv) references to any Person include successors of such Person by consolidation and merger and transferees of all or substantially all its assets (provided that such successor has duly assumed in writing all such Person's obligations, if any). Reference to Articles and Sections are, unless otherwise specified, to Articles and Sections of this Agreement. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," and words of like import refer to this Agreement, unless the context requires otherwise. References herein to any agreement or other instrument shall, unless the context otherwise requires (or the definition thereof otherwise specifies), be deemed references to the same as it may from time to time be changed, amended or extended in accordance with its terms. Neither the captions to Articles, Sections or subdivisions thereof shall be deemed to be a part of this Agreement.

9.4. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If it is determined by

a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

9.5. Waiver. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a Breach thereof, shall constitute a waiver of any such Breach or any other covenant, duty, agreement or condition hereof.

9.6. Beneficiaries. This Agreement shall only inure to the benefit of, and may only be enforced by, the parties hereto and shall not, in any event, inure to the benefit of, or be enforceable by, any other Person whatsoever.

9.7. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument.

9.8. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

9.9. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, insure to the benefit of and be enforceable by the parties and their respective successors and assigns.

ARTICLE X

DEFINITIONS

10.1. Breach. A "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement will be deemed to have occurred if there is or has been (a) any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision, or (b) any claim (by any Person) or other occurrence or circumstance that is or was inconsistent with such representation, warranty, covenant, obligation, other provision, and the term "Breach" means any such inaccuracy, breach, failure, claim, occurrence, or circumstance.

10.2. Contract. Any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

10.3. Proceeding. Any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body

or arbitrator.

10.4. Related Person. With respect to a particular individual:

- (a) each other member of such individual's Family;
- (b) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family;
- (c) any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest; and
- (d) any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, executor, or trustee (or in a similar capacity).

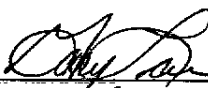
With respect to a specified Person other than an individual:

- (a) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person;
- (b) any Person that holds a Material Interest in such specified Person;
- (c) each Person that serves as a director, officer, partner, executor, or trustee of such specified Person (or in a similar capacity);
- (d) any Person in which such specified Person holds a Material Interest;
- (e) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and
- (f) any Related Person of any individual described in clause (b) or (c).

For purposes of this definition, (a) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse [and former spouses], (iii) any other natural Person who is related to the individual or the individual's spouse within the second degree, and (iv) any other natural Person who resides with such individual, and (b) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least 5% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 5% of the outstanding equity securities or equity interests in a Person.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatories to execute this Agreement, effective as of the Effective Time of the Merger hereinabove described.

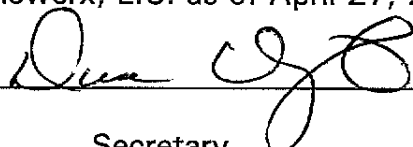
FUTURE HOMEWERX, L.C.

By 
Title: PRESIDENT

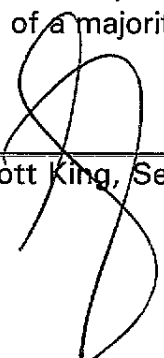
ehouse company

By 
Title: President

I, Duane Remington, Secretary of Future Homewerx, L.C. do hereby certify that this Merger Agreement has been duly adopted and approved by the unanimous written consent of the members of Future Homewerx, L.C. as of April 27, 2000.


Secretary

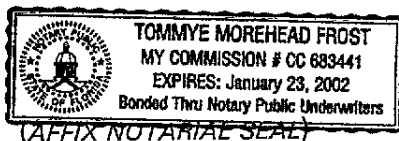
I, Scott King, Secretary of ehouse company do hereby certify that this Merger Agreement has been duly adopted and approved by the unanimous written consent of the Board of Directors and written consent of a majority of the shareholders of ehouse company as of April 27, 2000.


Scott King, Secretary

State of Florida)
County of Duval)

BEFORE ME, the undersigned notary public, this day personally appeared Gary Lawrence ("Affiant"), who is personally known to me or who has produced a Florida driver's driver's license as identification, who being by me first duly sworn, under oath says that he/she is the President of Future Homewerx, L.C. and was duly authorized to and did execute and deliver on behalf of Future Homewerx, L.C. the foregoing Merger Agreement between Future Homewerx, L.C. and ehouse company.

SWORN TO AND SUBSCRIBED BEFORE ME this 27th day of April, 2000.



Tommye Morehead Frost

Notary Public

(Printed Name) Tommye Morehead Frost

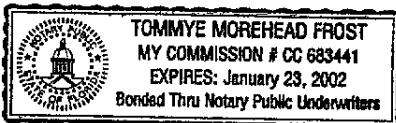
Commission No. _____

My Commission Expires: 1-23-2002

State of Florida)
County of Duval)

BEFORE ME, the undersigned notary public, this day personally appeared James B. Stallings, Jr. ("Affiant"), who is personally known to me or who has produced a _____ driver's license as identification, who being by me first duly sworn, under oath says that he/she is the President of ehouse company and was duly authorized to and did execute and deliver on behalf of ehouse company the foregoing Merger Agreement between Future Homewerx, L.C. and ehouse company.

SWORN TO AND SUBSCRIBED BEFORE ME this 27th day of April, 2000.



(AFFIX NOTARIAL SEAL)

Tommye Morehead Frost

Notary Public

(Printed Name) Tommye Morehead Frost

Commission No. _____

My Commission Expires: 1-23-2002

147243.8

EXHIBIT A

<u>Individual</u>	<u>Number of Shares of EHC Common Stock</u>
Gary Lawrence	25,000 shares
Duane D. Remington	20,000 shares
Arron Hoffer	20,000 shares
Ralph Baker	4,000 shares

<u>Individual</u>	<u>Number of Options to Purchase Common Stock</u>
Ralph Baker	10,000 options

FILED
00 APR 28 PM 3:03
SECRETARY OF STATE
TALLAHASSEE FLORIDA