

P00000013723

CAPITOL SERVICES d/b/a
PARALEGAL & ATTORNEY SERVICE BUREAU, INC.

(Requestor's Name)

1406 Hays Street, Suite 2

(Address)

Tallahassee, FL 32301 (904) 656-3992

(City, State, Zip)

(Phone #)

FILED
00 FEB 25 PM 2:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OFFICE USE ONLY

700003147287--4

-02/25/00--01030--016

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

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

- 1. DSL Wireless, Inc. P99-34498
(Corporation Name) (Document #)
- 2. American DSL Wireless, Inc. P00-13723
(Corporation Name) (Document #)
- 3. _____
(Corporation Name) (Document #)
- 4. _____
(Corporation Name) (Document #)

- Walk in Pick up time 2/25 Certified Copy
- Mail out Will wait Photocopy Certificate of Status

RECEIVED
00 FEB 25 AM 10:42
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

G. COULLETTE FEB 25 2000

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

DSL WIRELESS, INC., a Florida corporation, P99000034498

INTO

AMERICAN DSL WIRELESS CORP., a Florida entity, P00000013723

File date: February 25, 2000

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER OF
DSL WIRELESS, INC.
WITH AND INTO
AMERICAN DSL WIRELESS CORP.**

DSL WIRELESS, INC., and AMERICAN DSL WIRELESS CORP., certify that:


- FIRST:** The name and jurisdiction of the surviving corporation is:
American DSL Wireless, Corp., a Florida corporation
- SECOND:** The name and jurisdiction of the merging corporation is:
DSL Wireless, Inc. , a Florida corporation
- THIRD:** The Plan of Merger is Attached.
- FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.
- FIFTH:** The plan of Merger was adopted by the board of directors of the surviving corporation on February 11, 2000 and shareholder approval was not required.
- SIXTH:** The Plan of Merger was adopted by the board of directors of the merging corporation on February 11, 2000 and shareholder approval was not required.

FILED
00 FEB 25 PM 2:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


IN WITNESS WHEREOF, the corporations have hereunto set their hands and seals.

Dated this 14th day of February 2000.

DSL WIRELESS, INC.

By: 
Herbert Cannon, President

AMERICAN DSL WIRELESS, INC.

By: 
Wayne Kight, President

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 607.1101, F. S., and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
American DSL Wireless, Corp.	Florida

Second: The name and jurisdiction of the merging corporation is:

<u>Name</u>	<u>Jurisdiction:</u>
DSL Wireless, Inc.	Florida

Third: The terms and conditions of the merger are as set forth in the attached Agreement and Plan of Reorganization and Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligation, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as set forth in the attached Agreement and Plan of Reorganization and Merger.

AGREEMENT AND PLAN OF REORGANIZATION AND MERGER

This Agreement and Plan of Reorganization and Merger (this "Agreement") is executed and delivered effective as of February 11, 2000 by and among DSL Wireless Inc., a Florida corporation (the "Company"), American DSL Wireless, Inc., a Florida corporation (the "Sub"), and American ATM Corp., a Florida corporation (the "Parent").

WHEREAS, the Company, the Parent, and the Sub desire to cause the merger of the Company into the Sub (the "Merger"); and

WHEREAS, the parties desire that the Merger shall constitute a "reorganization" within the meaning of Section 368(a)(1)(A) and (a)(2)(D) of the Code (as the term "Code" is hereinafter defined);

NOW THEREFORE, for and in consideration of the premises and the mutual promises, agreement representations, warranties and covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. DEFINITIONS

Certain of the capitalized terms used in this Agreement shall have the following meanings unless the context otherwise specifically requires:

"Closing" means the completion of the transactions contemplated in this Agreement as provided in Section 8 below.

"Closing Date" means the date on which the Closing is contemplated.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Shareholders" means the persons named on the attached Schedule 3(a).

"Company Shares" means all of the issued and outstanding shares of capital stock of the Company, the same being seven hundred fifty thousand (750,000) shares of \$.001 par value common stock.

"Effective Date" has the meaning given in Section 2(b) below.

"Parent Shares" means the fully paid and non-assessable shares of common stock of the Parent, \$.001 par value per share, and "Parent Share" means one (1) share of the Parent Shares.

"Company Shareholders" means the shareholders set forth in Schedule 3 hereto.

"Tax" or "Taxes" means all Federal, State, local and foreign taxes and tax assessments of any kind imposed on the Company for all periods prior to the Effective Date, including all interest, penalties, and additions imposed with respect to such amounts, but excluding any taxes imposed on the Company Shareholders as a result of the operations of the Company.

2. THE MERGER

(a) The Merger. Upon the terms and subject to the conditions set forth herein, at the Effective Date the Company shall be merged with and into the Sub, the separate existence and corporate organization of the Company shall cease, and thereupon the Company and the Sub shall be a single corporation (the "Surviving Corporation"). The name of the Surviving Corporation shall be American DSL Wireless, Inc. The merger shall have the effects set forth in Section 607.1101 of the Florida Business Corporation Act.

(b) Effective Date of the Merger. The Merger shall become effective on or before February 22, 2000 or on such later date as the parties may agree, but only at such time as a properly executed certificate of merger is duly filed with the Secretary of State of the State of Florida (which filing date may also be the Closing Date).

(c) Certificate of Incorporation and By-Laws. The Articles of Incorporation of the Sub in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation. The By-Laws of the Sub in effect immediately prior to the Effective Date shall be the By-Laws of the Surviving Corporation.

(d) Directors and Officers of the Surviving Corporation. The directors of the Sub immediately prior to the Closing Date shall be the initial directors of the Surviving Corporation and shall hold office from the Closing Date until their respective successors are duly elected or appointed and qualify in the manner provided in the Certificate of Incorporation and the By-Laws of the Surviving Corporation or as otherwise provided by law. The officers of the Company immediately prior to the Closing Date shall be the initial officers of the Surviving Corporation and shall hold office from the Closing Date until their respective successors are duly elected or appointed and qualify in the manner provided in the Certificate of

Incorporation and the By-Laws of the Surviving Corporation, or as otherwise provided by law.

3. CONVERSION OF THE COMPANY SHARES

The Company Shares. At the Closing, upon the surrender by the Company Shareholders of their certificate(s) representing the Company Shares, as provided in Section 8 below, the Parent shall cause to be delivered to the Company Shareholders, an aggregate of Seven Hundred Fifty Thousand (750,000) Parent Shares, in the denominations set forth in Schedule 3 hereto.

4. OBLIGATIONS TO THE COMPANY SHAREHOLDERS

Neither the Parent nor the Sub shall assume (or be obligated to pay, perform, discharge, or guarantee) any liabilities or obligations (whether absolute or contingent, disclosed or undisclosed) of the Company to the Company Shareholders.

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company warrants to the Parent as follows:

(a) Organization and Standing. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and any other State in which the failure to be qualified or registered as a foreign corporation would have a material adverse impact on its business, and has all requisite corporate power and authority to own its assets and carry on its business as it is now being conducted, and to enter into and perform this Agreement. The Company does not own any controlling interest in any corporation, partnership, joint venture, or other business entity. Copies of the Articles of Incorporation and the By-Laws of the Company have been delivered to the Parent, and such copies are true, complete, and correct, and in full force and effect.

(b) Authorization; Binding Effect. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action on the part of the Company. A certified copy of the resolutions adopted by the Board of Directors and the shareholders of the Company in this regard is attached as Exhibit 6(b). This Agreement has been duly executed and delivered by the Company and constitutes, and upon execution and delivery each of the Company Documents (as the term "Company Documents" is hereinafter defined), will constitute, the legal, valid, and binding obligation of the Company, enforceable against it in accordance with their its terms, subject to applicable

bankruptcy, insolvency, and other similar laws affecting the enforceability of creditors' rights generally and the discretion of the courts with respect to equitable remedies.

(c) No Conflicts. Neither the execution and delivery of this Agreement by the Company or any other document or instrument to be executed by the Company pursuant to this Agreement or otherwise in connection herewith (collectively, the "Company Documents"), nor the consummation by the Company of the transactions contemplated hereby or thereby, will result in any breach of or constitute a default (or, with notice or lapse of time or both, would become a default), or give to others any rights of termination, acceleration, or cancellation, or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of the Company, under the Articles of Incorporation or the By-Laws of the Company, or the terms of any contract, instrument, or other agreement to which the Company is a party or is otherwise bound, or any judgment, decree, order, statute, law, ordinance, rule, or regulation applicable to the Company.

(d) Capitalization of the Company. The Company's authorized capital stock consists of Twenty Million (20,000,000) shares of common stock, \$.001 par value each, of which Seven Hundred Fifty Thousand (750,000) shares are issued and outstanding. All issued and outstanding shares of capital stock of the Company have been duly authorized, are validly issued and outstanding, are fully paid and non-assessable, and have not been issued in violation of any preemptive rights. The Company has no other shares of capital stock or other securities authorized, issued, or outstanding. The Company is not a party to or bound by any option, warrant, contract, convertible or exchangeable securities, or other commitment of any character relating to any capital stock or other security issued or to be issued by the Company.

(e) Ownership of Common Stock. The Company Shares constitute all of the issued and outstanding shares of capital stock of the Company. No present or past holder of shares of capital stock of the Company, or their predecessors, or any other person, has any right to receive or to otherwise have issued to them any shares of capital stock or other securities of the Company. The Company is not obligated by contract, operation of law, or otherwise to issue any additional shares of capital stock or other security, and no third party has any right to receive from the Company, or its predecessors in interest, any capital stock or other securities of the Company.

(f) Compliance With Laws. The Company, the use and occupancy of its assets and properties, and the conduct of its business are, and at all times on or prior to the date hereof have been, in compliance with, and not in violation of, all Federal, State and local laws, ordinances, rules, regulations, orders, judgments, and decrees applicable to the Company and its assets, properties, and business, including, without limitation, all Environmental Laws (as the term "Environmental Laws" is hereinafter defined), and all laws, rules, and regulations dealing with antitrust matters, fair trade and competition, and government corrupt practices.

(g) Tax Matters. The Company, and any affiliated group (within the meaning of Section 1504 of the Code of which the Company is or had been a member, has timely filed all Tax returns, reports, and forms which it was obligated to file under applicable law, rule, or regulation with the appropriate governmental authorities. All such Tax returns, reports, and forms were properly prepared in accordance with all applicable laws, rules, and regulations, and truly and accurately reflect the Tax liabilities of the Company for the periods covered thereby. All Taxes shown to be due on such returns, reports, and forms, as well as any and all other Taxes required by applicable law, rule, or regulation to be paid by the Company, have been timely paid in full to the appropriate taxing authority. No Tax liens have been files against the Company or any of its assets or properties, and no claims, audits, investigations, or proceedings are pending, or to the knowledge of the Company, is threatened with respect to any Taxes. The Company is not presently bound by any agreements extending the statute of limitations with respect to any Taxes, and the Company has not made any election under Section 341(f) of the Code nor has it agreed, or is it required, to make any adjustment under Section 481 of the Code. The Company has properly withheld or otherwise collected all Taxes and other amounts which it was required to withhold or collect under any applicable law, including, without limitation, any amounts required to be withheld or collected with respect to employee income tax withholding, social security, unemployment compensation, sales or use taxes, and all such amounts have been timely remitted to the proper authorities.

(h) Title to Assets and Properties. The Company has good, valid, and marketable title (or in the case of licenses, leases, or other rights in any agreements, the right to exercise its rights under such agreements) to all of its assets and properties. The attached Schedule 5(h) sets forth a complete list of all real property and interests in real property owned in fee or leased by the Company. None of the real property owned or

leased by the Company is subject to any pending or (to the knowledge of the Company) threatened condemnation proceeding or proceedings to take all or any part thereof by eminent domain, and no part of any real property owned or leased by the Company is located within any area designated as a flood plain by any governmental agency. To the knowledge of the Company, no material part of any of the real property owned or leased by the Company requires any material structural repair necessary for the continued use of such property in the manner in which such property has been historically used in the business of the Company.

(i) Books and Records. The books and records of the Company provided to the Parent are true, correct, and complete in all material respects, and have not been altered in anticipation of the contemplated transactions, and to the knowledge of the Company no corporate minutes, written consents of the respective Company shareholders or Board of Directors of the Company or other corporate records or instruments have been removed from the corporate records of the Company.

(j) Officers and Directors. The attached Schedule 5(j) sets forth a complete and accurate list of: (i) the names of all directors of the Company; (ii) the names of the president, executive vice president, secretary, and treasurer of the Company; (iii) all safes, vaults and safety deposit boxes maintained by or on behalf of the Company or in which assets or properties of the Company are held, and the names of all persons authorized to have access thereto; and (iv) all bank accounts of the Company and the names of all authorized signatories with respect to such accounts.

(k) Brokers and Advisors. The Company has not engaged the services of any broker, finder, or advisor, and has not taken any action which would give rise to a valid claim against any party hereto for a brokerage commission, finder's fee, or like payment.

(l) Disclosure. No representation or warranty made by the Company in this Agreement or in any statement, certificate, or other document delivered to the Parent by the Company in connection herewith contains or will contain any untrue statement of a material fact or omits to state any material fact necessary to make the statements contained herein or therein not misleading.

6. REPRESENTATIONS AND WARRANTIES OF THE PARENT

The Parent hereby represents and warrants to the Company as follows:

(a) Organization and Standing. Each of the Parent and the Sub is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and in any other State in which the failure to be qualified or registered as a foreign corporation would have a material adverse impact on its business, and has all requisite corporate power and authority to own its assets and carry on its business as it is now being conducted, and the business it will conduct after the Merger, and to enter into and perform this Agreement.

(b) Authorization. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action on the part of the Parent and the Sub. A certified copy of the resolutions adopted by the Executive Committee of the Board of Directors of the Parent, and of the Board of Directors of the Sub, in this regard are attached as Exhibit 7(b).

(c) No Conflicts. Neither the execution and delivery by the Parent or the Sub of this Agreement, or any other document or instrument to be executed by the Parent or the Sub pursuant to this Agreement or otherwise in connection herewith (collectively, the "Parent/Sub Documents"), nor the consummation by the Parent or the Sub of the transactions contemplated hereby or thereby, will result in any breach of or constitute a default (or, with notice or lapse of time or both, would become a default), or give to others any rights of termination, acceleration, or cancellation, or result in the creation of any lien, charge, or encumbrance upon any of their properties, under the Articles of Incorporation or the By-Laws of the Parent or the Sub, or the terms of any contract, instrument, or other agreement to which the Parent or the Sub is a party or is otherwise bound, or any judgment, decree, order, statute, law, ordinance, rule, or regulation applicable to the Parent or the Sub.

(d) Binding Effect. This agreement has been duly executed and delivered by the Parent and the Sub, and constitutes, and upon execution and delivery each of the Parent/Sub Documents will constitute, the legal, valid, and binding obligation of the Parent and the Sub, enforceable against the Parent and the Sub in accordance with their respective terms subject to applicable bankruptcy, insolvency, and other similar laws affecting the enforceability of creditors' rights generally and the discretion of the courts with respect to equitable remedies.

(e) Access to Information. The Parent and the Sub each acknowledges that it has been provided with access to all financial and other information concerning the Company Shares, the Company, and this transaction which each deemed necessary in order to make an informed investment decision. The Parent and the Sub have had a reasonable opportunity to ask questions of, and receive answers from, the Company and its officers, agents, and advisors in connection with this transaction.

(f) SEC Filings. The Parent is subject to the reporting requirements of Section 13 of the Securities Exchange Act of 1934 (the "Act"), and, except as set forth on Schedule 6(f) is current in respect to all required filings under the Act. All of such filings, including financial statements, are true and correct, and do not omit to state any material fact necessary to make the statements contained therein not misleading.

7. COVENANTS OF THE PARENT

The Parent covenants to the Company that it will take all commercially reasonable necessary corporate or other action, and will use its reasonable best efforts, to complete all filings and obtain all consents and approvals required or otherwise necessary in connection with the consummation of the transactions contemplated by this Agreement.

8. THE CLOSING

(a) Time and Place. The Closing of the transactions contemplated by this Agreement shall take place at the offices of the Company at 1:00 p.m. Eastern time on February 22, 2000, or at such other time and place mutually agreeable to the parties. The Closing shall be deemed effective as of the close of business on the Closing Date.

(b) Deliveries at the Closing by the Company. The Company shall cause the following to be delivered to the Parent at the Closing, such documents and instruments to be delivered to the Parent at Closing as required by the terms of this Agreement to be delivered by the Company or otherwise reasonably necessary to consummate the transactions contemplated hereby (except to the extent it is unable to do so for reasons outside its reasonable control, such as for example such items are to be provided by third parties).

(c) Deliveries at the Closing by the Parent. The Parent

shall cause the following to be delivered to the Company at the Closing:

(i) Instructions to the Parent's transfer agent for the issuance of the Parent Shares certificates as provided in Section 3(a)(i);

(ii) Such other documents and instruments required by the terms of this Agreement to be delivered by the Parent at the Closing or otherwise reasonably necessary to consummate the transactions contemplated hereby (except to the extent it is unable to do so for reasons outside its reasonable control, such as for example such items are to be provided by third parties).

9. EXPENSES

Except as otherwise specifically provided herein, the Company on the one hand, and the Parent on the other hand shall each pay all of its respective expenses relating to this transaction, including fees and disbursements of its respective counsel, accountants, brokers, investment bankers, and financial advisors, whether or not the transactions contemplated hereunder are consummated.

10. MISCELLANEOUS

(a) Assignment. This Agreement shall not be assignable or otherwise transferable by the Parent or the Company without the prior written consent of the non-assigning parties, and shall be binding upon, and shall inure to the benefit of, the parties to this Agreement, and their respective legal representatives, heirs, devisees, legatees, beneficiaries, and successors and permitted assigns.

(b) Fees of Legal Counsel. In the event any party to this Agreement shall employ legal counsel to protect its rights hereunder or to enforce any term or provision hereof, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation to such claims, as approved by the court on the basis of customary fees charged by attorneys in the State of Florida.

(c) Further Assurances. The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge, and deliver such other instruments and documents,

and take such further action as may be reasonably necessary to carry out the intent of this Agreement.

(d) Modification. No provision contained herein may be modified, amended, or waived except by written agreement or consent signed by the party to be bound thereby.

(e) Headings and Captions. Subject headings and captions are included for convenience purposes only, and shall not affect the interpretation of this Agreement.

(f) Notices. All notices, requests, demands, and other communications permitted or required hereunder shall be in writing, and either (i) delivered in person; (ii) sent by express mail or other overnight delivery service providing receipt of delivery; (iii) mailed by certified mail, postage prepaid, return receipt requested; or (iv) sent by telecopy or other facsimile transmission as follows, with proof of transmission thereof retained by the transmitter:

If to the Parent, addressed or delivered in person to:

American ATM Corp.
5061 North Dixie Highway
Boca Raton, FL

Attention: Wayne Kight, President

If to Company and/or Company Shareholders, addressed or delivered in person to:

DSL Wireless, Inc.
23402 Savona Court
Boca Raton, FL 33433

Attention: Herbert Cannon

or to such other address as any party may designate by notice. Any such notice or communication, if given or made by prepaid, certified mail or by recorded express delivery, shall be deemed to have been made when actually received, but not later than three (3) business days after the same was posted or given to such express delivery service and if made properly by telecopy or other facsimile transmission such notice or communication shall be deemed to have been made at the time of dispatch.

(g) Severability. If any portion of this Agreement is held invalid, illegal, or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

(h) Waiver. No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach, or limit or restrict any right or remedy otherwise available.

(i) Rights and Remedies Cumulative. The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

(k) Entire Agreement. This document (together with the Schedules and any exhibits and attachments hereto) constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein. There are no representations, warranties, covenants, or agreements between the parties hereto with respect to this matter except those expressly set forth herein.

(l) Governing Law; Jurisdiction. This agreement shall be subject to and governed by the laws of the State of Florida, without regard to conflict of laws principles of such State. The parties consent to jurisdiction of any Federal or State court located in the State of Florida for resolution of disputes relating to this Agreement.

(m) Incorporation by Reference. All Schedules and any exhibits and attachments hereto, and other documents referred to in this Agreement, shall be deemed incorporated herein by any reference thereto as if fully set out.

(n) Counterparts. This Agreement may be executed in one or more counterparts (all counterparts together reflecting the signatures of all the parties), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(o) Third Party Beneficiaries. Except with regard to issuance of Parent Shares to the Company Shareholders as provided in Section 3(a) above, and except as provided in Section 9(a) above, this Agreement is not intended to create any right of enforcement by or in any third party.

(p) Authority. Each individual signing this Agreement in a representative capacity acknowledges and represents that he is duly authorized to execute this Agreement in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity.

(q) Gender, etc. When used in this Agreement, the masculine shall include the feminine and the neuter and vice versa, and the plural shall include the singular and vice versa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

AMERICAN ATM CORPORATION

AMERICAN DSL WIRELESS INC.

By: /s/ Wayne Kight
Wayne Kight, President

By: /s/ Wayne Kight
Wayne Kight, President

DSL WIRELESS, INC.

By: /s/Herbert Cannon
Herbert Cannon, President