

Division of Corporations

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P00000014853

Florida Department of State
Division of Corporations
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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

ERPERP.COM INCORPORATED

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FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 15, 2000

ERPERP.COM INCORPORATED
326 GREEN ACRES ROAD
FT WALTON BEACH, FL 32547

SUBJECT: ERPERP.COM INCORPORATED
REF: P00000014853

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

THE PLACES WHERE THE NAME WAS NOTICED AS INCORRECT ARE PAGE 1 (Heading) and the signature pages of the Plan.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

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) 487-6880.

Karen Gibson
Corporate Specialist

FAX Aud. #: H00000011683
Letter Number: 500A00014431

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

TECHNOLOGY RECRUITERS, INC., a Nevada corporation, document number
F99000003646

INTO

ERPERP.COM INCORPORATED, a Florida entity, P00000014853.

File date: March 15, 2000

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with the applicable laws of the State of Florida and the State of Nevada:

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

| Name and Street Address | Jurisdiction | Entity Type |
|--|--------------|-----------------------------------|
| 1. ERPERP.COM INCORPORATED 326 Green Acres Road Fort Walton Beach, FL 32547 Florida Document Number: P00000014853 | Florida | Corporation FEI No: 88-0412907 |
| 2. Technology Recruiters, Inc. 326 Green Acres Road Fort Walton Beach, FL 32547 | Nevada | Corporation FEI No. 88-0412907 |

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 TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

| Name and Street Address | Jurisdiction | Entity Type |
|---|--------------|-----------------------------------|
| 1. ERPERP.COM INCORPORATED 326 Green Acres Road Fort Walton Beach, FL 32547 Florida Document Number: P000000014853 | Florida | Corporation FEI No: 88-0412907 |

THIRD: The exact name and forwarding address for service of process for the non-surviving corporation is: Technology Recruiters, Inc., 326 Green Acres Road, Fort Walton Beach, FL 32547.

FOURTH: The attached Plan of Merger meets the requirements of Florida and Nevada law, and was approved by each corporation's Sole Shareholder and Board of Directors on March 6, 2000 that are parties to the merger in accordance with said laws.

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

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SIXTH: The Articles of Merger comply and were executed in accordance with the laws of Florida and Nevada.

Dated this 6th day of March, 2000.

ERPERF.COM INCORPORATED

By: Malcolm R. Roy
Malcolm R. Roy, President

TECHNOLOGY RECRUITERS, INC.

By: Malcolm R. Roy
Malcolm R. Roy, President

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PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated March 6, 2000, by and between Technology Recruiters, Inc., a Nevada corporation ("TRI") and ERPERP.COM INCORPORATED, a Florida corporation ("ErpErp").

WITNESSETH:

1. WHEREAS, the Boards of Directors of TRI, and ErpErp deem the merger of TRI with and into ErpErp on the terms herein set forth (the "Merger") to be desirable and in the best interests of their respective shareholders, and have adopted and approved this Plan and Agreement of Merger ("Agreement"); and
2. WHEREAS, the Boards of Directors of ErpErp and TRI have directed that this Agreement and the merger contemplated hereby be submitted to their respective shareholders for approval in accordance with the applicable laws of the State of Florida and the State of Nevada;
3. WHEREAS, Mindloft.Com, Inc., as the sole shareholder of ErpErp, has approved this Agreement and the Merger contemplated hereby;
4. WHEREAS, Malcolm R. Roy, as the sole shareholder of TRI has approved this Agreement and the merger contemplated hereby;
5. WHEREAS, Malcolm R. Roy is the sole shareholder of TRI and wishes to have it reincorporated as a subsidiary in the State of Florida of Mindloft.Com, Inc., whose sole shareholder is Malcolm R. Roy.
6. WHEREAS, the parties to this agreement wish to effect this transaction as a 368 (a)(1)(F) merger;
7. NOW, THEREFORE, in consideration of the mutual covenants, agreements, warranties and representations contained in this Agreement and in order to consummate the transactions described above, TRI and ErpErp agree as follows:

ARTICLE I

THE MERGER

1. **Merger.** The parties agree that TRI shall be merged with and into ErpErp, as a single corporation, upon the terms and conditions of this agreement and that ErpErp shall continue under the laws of the State of Florida as the Surviving Corporation (the "Surviving Corporation"), and they further agree as follows:

(a) **Articles of Incorporation.** The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the Surviving Corporation shall

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be as appears in the Articles of Incorporation of ErpErp on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. From and after the Effective Date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

(b) Bylaws. The Bylaws of ErpErp in effect on the Effective Date shall be the Bylaws of the Surviving Corporation until they shall be altered, amended or repealed.

(c) Directors. The persons who upon the Effective Date shall constitute the Board of Directors of the Surviving Corporation shall be the persons constituting the Board of Directors of ErpErp on the Effective Date. If on the Effective Date any vacancy exists on the Board of Directors of the Surviving Corporation, that vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

(d) Officers. The persons who upon the Effective Date shall constitute the officers of the Surviving Corporation shall be the persons constituting the officers of ErpErp on the Effective Date.

2. Submission to Shareholders. This Agreement shall be submitted to the shareholders of TRI for their consent and approval by March 6, 2000, in accordance with the Nevada Business Corporation Law, or such later date as the Boards of Directors of TRI shall mutually approve, and, if it is adopted and approved in accordance with the laws of Nevada, as promptly as practicable thereafter, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this Agreement and appropriate Articles of Merger shall be signed and acknowledged or sworn pursuant to the laws of Florida, and the laws of Nevada.

3. Effective Date. The Merger of TRI into ErpErp shall become effective upon filing of the Articles of Merger with the State of Florida and the State of Nevada. The date on which the merger of TRI into ErpErp becomes effective is referred to in this Agreement as the "Effective Date".

4. Effect of Merger. On the Effective Date, the separate existence of TRI shall cease and TRI shall be merged into ErpErp in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties, of each of the constituent corporations so merged, and all the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debts to either of the constituent corporations on whatever account as well as for stock subscriptions and all other things in action or belonging to each of the constituent corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be effectively the property of the Surviving Corporation as they were of the respective constituent corporations, and the title to any real estate, whether vested by

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deed or otherwise in either of the constituent corporations under the laws of the State of Florida or the State of Nevada, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

5. Designation of Agent for Service. As of the Effective Date, ErpErp hereby agrees that it may be sued in the State of Nevada for any prior obligation of TRI and for any obligation thereafter incurred by the Surviving Corporation (including any obligation to dissenting shareholders), and ErpErp hereby irrevocably appoints the Department of the State of the State of Nevada, as its agents, to accept service of process in any action, suit or proceeding for the enforcement of any such obligations for which the Surviving Corporation is liable under the Nevada Business Corporation Law.

6. Shareholders' Rights. All shares of ErpErp Stock for and into which shares of TRI Stock shall have been converted and exchanged pursuant to this Agreement shall be fully paid and nonassessable and shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares.

7. Compliance with Laws. ErpErp and TRI shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida, the State of Nevada and the United States in connection with the contemplated Merger.

8. Transfer Books. At the close of business on the Effective Date, the transfer books of TRI shall be closed and no transfer of shares of TRI Stock shall be made or consummated thereafter.

ARTICLE II

REPRESENTATIVES AND WARRANTS

- 1. Capitalization.** TRI is a Nevada Corporation, and has authorized 25,000 shares of Common Stock, no par value. TRI has issued 10,000 shares to Malcolm R. Roy, its sole shareholder.
- 2. Capitalization.** ErpErp is a Florida Corporation, and has authorized 10,000 shares of Common Stock, par value. ErpErp has issued 1 share to Mind Loft.com, whose sole shareholder is Malcolm R. Roy.
- 3. Incorporation.** Mind Loft.com caused ErpErp to be incorporated in Florida to carry on TRI's ongoing business.

ARTICLE III

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CONVERSION

1. **Number of Shares.** Malcolm R. Roy shall contribute 10,000 shares of TRI representing his entire holding to TRI, Mind Loft.com shall cause to be issued to Malcolm R. Roy 100 shares of Mind Loft.com representing the relative value of TRI to Mindloft.Com
2. **Delivery and Distribution of Certificates.** Malcolm R. Roy shall, on the close of this transaction, deliver to the offices of TRI a certificate representing his entire holdings in TRI. TRI shall cause to be issued to TRI 100 shares of common stock of Mind Loft.com TRI, upon receipt of the certificate for Mind Loft.com shall distribute to Malcolm R. Roy the certificate representing the change of Mind Loft.com.
3. **Merger.** Upon distribution of the certificate representing the common stock of Mind Loft.com, TRI shall cease operations as a Nevada corporation and shall merge into TRI and continue operations as a Florida corporation.

ARTICLE IV

CONDITIONS TO OBLIGATION TO CONSUMMATE THE MERGER

1. **Conditions to Obligations of TRI.** All obligations of TRI under this Agreement are subject to the fulfillment, prior to the Effective Date, of each of the following conditions (any one or more of which, in the absolute discretion of TRI, may be waived in writing by TRI):

(a) **Opinion of Counsel of ErpErp and TRI.** There shall have been delivered to TRI the opinion, dated the Effective Date and addressed to TRI and its shareholders, of Hackney Miller, PA, attorneys for ErpErp and TRI, to the effect that:

(1) ErpErp and TRI are corporations duly organized, validly existing and in good standing under the laws of the State of Florida and the State of Nevada and with full corporate power to carry on their business as then conducted and are duly qualified to do business and are in good standing in each jurisdiction in which the character and location of the properties owned by them or the nature of the businesses transacted by them makes that qualification necessary when failure to qualify would have a material and adverse effect on the business of ErpErp or TRI. For the purposes of determining jurisdictions in which ErpErp or TRI is required to qualify as a foreign corporation, those attorneys may rely as to matters of fact upon certificates of officers of ErpErp or TRI.

(2) The execution, delivery and performance of this Agreement by TRI and ErpErp have been duly authorized and adopted by all requisite action of the Board of Directors of TRI and ErpErp and by the shareholders of TRI no consent or approval by any state or municipal agency is required under the Florida or Nevada law; this Agreement has been duly executed and delivered by TRI and ErpErp and authorized by the Board of Directors of TRI and ErpErp and constitutes a valid and legally binding obligation of TRI and ErpErp enforceable in accordance with its terms, except as limited by equitable remedies, securities laws regarding indemnification, and bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights; and when

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the Articles of Merger are filed pursuant to Nevada law, and Nevada law the merger of TRI into ErpErp shall become effective as contemplated in this Agreement.

(3) The shares of Mindloft.Com stock to be issued and delivered pursuant to this Agreement have been duly authorized and when issued and delivered will be validly issued, fully paid and nonassessable, free from preemptive rights.

(c) **Corporate Authorization.** ErpErp shall have received copies of the resolutions adopted by the directors and shareholders of TRI and ErpErp, certified to be true and correct by the secretaries of the respective corporations.

(d) **Tax Opinion.** TRI shall have received an opinion from its counsel to the effect that (1) the merger of TRI into ErpErp in accordance with the terms of this Agreement, will constitute a reorganization within the meaning of Section 368(a)(1)(F) of the Code; (2) neither of TRI nor ErpErp will recognize gain or loss solely as a result of the Merger of TRI into ErpErp in accordance with the terms of this Agreement; and (3) no shareholders of TRI whose shares of TRI Stock are converted into TRI Stock in accordance with the terms of this Agreement will recognize gain or loss solely as a result of the Merger.

(e) The shareholders of TRI shall have duly approved this Agreement and the transactions contemplated hereby by requisite vote.

(f) All consents, permits and approvals of, or filings with, any government body or agency, or of any third party under any agreement, contract or document, necessary or appropriate for the consummation of the Merger shall have been obtained or made.

(g) There shall not be entered by any court or governmental, regulatory or administrative agency or instrumentality any order, injunction or decree that prohibits, restricts or delays consummation of the Merger.

ARTICLE V

MISCELLANEOUS

1. Nonsurvival of Representations and Warranties. The representations and warranties set out in this Agreement shall not survive the Effective Date, and neither party hereto shall have any claim thereafter against the other party with respect thereto.

2. Effect of Termination. In the event of the termination of this Agreement pursuant to Article VI, this Agreement shall forthwith become void and of no further effect, without any liability on the part of any party or its directors, officers, shareholders or representatives (except for the provisions of Article IV, Section 3(b); Article VII, Section 2; Article VII, Section 3; and Article VII, Section 6, which shall remain in effect). Nothing in this Article VII, Section 2 shall relieve any party to this Agreement of liability for breach of this Agreement.

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3. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of TRI or ErpErp at any time prior to the Effective Date with respect to any of the terms contained herein.

4. Extension; Waiver. At any time prior to the Effective Date, TRI and ErpErp, on the one hand, and TRI, on the other hand, may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive any inaccuracies in the representations and warranties contained herein by the other or in any document, certificate or writing delivered pursuant hereto by or on behalf of the other or (iii) waive compliance with any of the agreements or conditions of the other contained herein, if permitted by applicable law. Any agreement on the part of any party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party by its duly authorized representative.

5. Expenses. Except as otherwise expressly provided herein, Mindloft.Com shall all pay expenses incurred by them in connection with the transactions contemplated by this Agreement.

6 Entire Agreement. This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

7. Agreement Binding. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon TRI, ErpErp, Mindloft.Com and their respective successors and assigns.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. GENERAL PROVISIONS

(a) **Entire Agreement.** This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) **Sections and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) (i) **Governing Law.** The laws of the State of Florida shall govern this agreement.

(2) **Severability.** Each paragraph, term or provision of this agreement shall be considered severable and if, for any reason, any paragraph, term or provision is determined to be invalid or contrary to any existing or future law or regulation, such will not impair the operation, or effect the remaining portions of this agreement.

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(3) Dispute Resolution. The parties shall attempt amicably to resolve disagreements by negotiating with each other. In the event that the matter is not amicably resolved through negotiation, any controversy, dispute or disagreement arising out of or relating to this agreement (a "controversy") shall be submitted to a nationally recognized arbitration association, such as the American Arbitration Association, for final binding arbitration, which shall be conducted by a single arbitrator (the "arbitrator") in Ft. Walton Beach, Florida, pursuant to the American Arbitration Association Rules (the "rules"). Notwithstanding anything to the contrary in the Rules, the Arbitrator shall not award consequential, exemplary, incidental, punitive or special damages.

If any party shall desire relief of any nature whatsoever from any other party as a result of any Controversy, such party will initiate such arbitration proceedings within a reasonable time, but in no event more than one (1) year after the facts underlying said Controversy first arise or become known to the party seeking relief (whichever is later). The failure of such party to institute such proceedings within said period shall be deemed a full waiver of any claim for such relief. Arbitrator may award the prevailing party its costs for the arbitration proceeding, including its reasonable attorneys' fees and costs. The parties agree that the decision and award of the Arbitrator shall be taken but such award or decision may be entered as a judgment and enforced in any court having jurisdiction over the party against whom enforcement is sought. Any equitable relief awarded under this paragraph shall be dissolved upon issuance of the Arbitrator's decision and order.

Notwithstanding the provisions for dispute resolution, in the event of breach or threatened breach by any party to this agreement, either party shall be entitled in order to maintain the status quo and pending the outcome of any arbitration pursuant to this agreement, seek an injunction or similar equitable relief restraining either party, as the case may be, from committing or continuing any such breach of threatened breach or granting specific performance of any act required to be performed without the necessity of showing that money damages would not afford an adequate remedy and without the necessity of posting any bond or other security. The parties hereto hereby consent to the jurisdiction of the Federal district courts for the Northern District of Florida, and the Florida state courts located in 1st Judicial Circuit for any proceedings under this paragraph. The parties agree that any party shall not use the availability of arbitration in the agreement as grounds for the dismissal of an injunctive action instituted by the other party.

IN WITNESS WHEREOF, TRI, an Nevada corporation, ErpErp a Florida corporation, and Mindloft.Com, Incorporated a Florida corporation acting through their duly authorized officers, all parties to this Agreement, this 15th day of March, 2000 have signed this Plan and Agreement of Merger.

Witnesses:

Patricia F. Skelley
Marilyn L. Black

ERPERP.COM INCORPORATED

BY: *Malcolm R. Roy*
 Malcolm R. Roy,

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As to ERPERP.COM INCORPORATED

Patricia R. Skaling

Marilyn L. Black

As to TECHNOLOGY RECRUITERS, INC., a Nevada corporation

Chief Executive Officer

TECHNOLOGY RECRUITERS, INC.,
a Nevada corporation

BY: *Malcolm R. Roy*

Malcolm R. Roy
Chief Executive Officer

MINDLOFT.COM, INCORPORATED
A Florida corporation

Patricia R. Skaling

Marilyn L. Black

As to MINDLOFT.COM, INC.
a Florida corporation

BY: *Malcolm R. Roy*

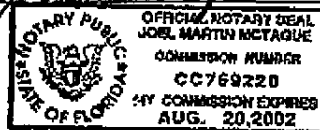
Malcolm R. Roy
Chief Executive Officer

STATE OF FLORIDA
COUNTY OF *Palm Beach*

The foregoing instrument was acknowledged before me this 13 day of March, 2000, by Malcolm R. Roy on behalf of all parties.

I am a Notary Public of the State of Florida and my commission expires: *April 11, 2002*

(NOTARY SEAL)



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