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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

PIXEL WIZARD INTERNATIONAL INC.

Certificate of Status	1
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FAX AUDIT NO: H040000194163

**ARTICLES OF MERGER
of
PIXEL WIZARD INTERNATIONAL INC.
and
PIXEL WIZARD INTERACTIVE INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with section 607.1105, Florida Statutes.

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

	<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Florida Document/ Reg. Number</u>	<u>FEI Number</u>
1.	Pixel Wizard International Inc. 810 Red Ash Court Seffner, Florida 33584	Florida	Corporation	P00000050065	345480800
2.	Pixel Wizard Interactive Inc. 810 Red Ash Court Seffner, Florida 33584	Florida	Corporation	P00000066864	651024730

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

	<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Florida Document/ Reg. Number</u>	<u>FEI Number</u>
1.	Pixel Wizard International Inc. 810 Red Ash Court Seffner, Florida 33584	Florida	Corporation	P00000050065	345480800

THIRD: The Agreement and Plan of Merger dated December 31, 2003 between Pixel Wizard International Inc. and Pixel Wizard Interactive Inc. is attached hereto as Exhibit A and is incorporated herein by reference.

FOURTH: The Agreement and Plan of Merger was approved and adopted by the shareholders of each domestic corporation on December 31, 2003 and

FIFTH: Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the merger shall be on the date of filing of these Articles of Merger with the Secretary of State of Florida.

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executed by the President of this Corporation on this 31st day of December, 2003.

PIXEL WIZARD INTERNATIONAL INC.

PIXEL WIZARD INTERACTIVE INC.

By: 

By: 

Name: Mark R. Jones
Title: CEO & Chairman

Name: Mark R. Jones

Title: President

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("this Agreement") is made and entered into as of December 31, 2003, between Pixel Wizard INTERNATIONAL Inc., a Florida corporation ("INTERNATIONAL"), and Pixel Wizard INTERACTIVE Inc., a Florida professional corporation ("INTERACTIVE"). INTERNATIONAL and INTERACTIVE are from time to time herein referred to as the "Constituent Corporations."

RECITALS

A. INTERNATIONAL is a corporation duly organized and existing under the laws of the State of Florida and, on the date hereof, has authority to issue 100,000,000 shares of common stock ("INTERNATIONAL Common Stock"), of which 100 shares are issued and outstanding as of the date hereof.

B. INTERACTIVE is a corporation duly organized and existing under the laws of the State of Florida and, on the date hereof, has authority to issue 100 shares of common stock ("INTERACTIVE Common Stock"), of which 100 shares are issued and outstanding.

C. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that INTERACTIVE be merged with and into INTERNATIONAL.

D. Each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Plan of Merger embodied in this Agreement.

NOW THEREFORE, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

1. THE MERGER

(a) The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), INTERACTIVE shall be merged with and into INTERNATIONAL in accordance with the applicable laws of the State of Florida (the "Merger"). The separate existence of INTERACTIVE shall cease, and INTERNATIONAL shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Florida.

(b) Effective Date. The Merger shall become effective on the date and at the time of filing of Articles of Merger, in substantially the form annexed hereto as Appendix A-1, with the Secretary of State of the State of Florida (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such State prerequisite to such filings, including without limitation the approval of the shareholders of the Constituent Corporations.

(c) Articles of Incorporation. On the Effective Date, the Articles of Incorporation of INTERNATIONAL, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

(d) Bylaws. On the Effective Date, the Bylaws of INTERNATIONAL, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

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(c) Directors And Officers. The directors and officers of INTERNATIONAL immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

2. CONVERSION OF SHARES

(a) INTERACTIVE Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of INTERACTIVE Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the common stock of the Surviving Corporation per share ("Survivor Stock").

(b) INTERNATIONAL Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of INTERNATIONAL Common Stock outstanding immediately prior thereto shall remain outstanding.

(c) Exchange Of Certificates. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Time, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

3. EFFECT OF THE MERGER.

(a) Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of INTERACTIVE and INTERNATIONAL; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of INTERACTIVE and INTERNATIONAL on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in INTERACTIVE or INTERNATIONAL, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of INTERACTIVE and INTERNATIONAL shall be preserved unimpaired, and all liens upon the property of INTERACTIVE or INTERNATIONAL shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

(b) Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of INTERACTIVE such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of INTERACTIVE and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of INTERACTIVE or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

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4. GENERAL.

(a) Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either INTERACTIVE or INTERNATIONAL or both, notwithstanding the approval of this Agreement by the shareholders of INTERACTIVE and INTERNATIONAL.

(b) Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either INTERACTIVE or INTERNATIONAL or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

(c) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

(d) Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written.

PIXEL WIZARD INTERACTIVE INC.

By: 

Mark R. Jones, President

PIXEL WIZARD INTERNATIONAL INC

By: 

Mark R. Jones, CEO & Chairman

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