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Division of Corporations  
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Account Name : DIANA MEYER, P.L.  
Account Number : I20110000047  
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**MERGER OR SHARE EXCHANGE  
ALTERNATIVE INFORMATION SYSTEMS CONSULTING GROUP,  
IN**

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$175.00

*Merger*  
*10 8/8/11*

**DIANA MEYER, P.L.**  
**ATTORNEY AT LAW**

1792 Bell Tower Lane  
Weston, FL 33029  
Telephone: (954) 303-4628  
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dmeyer@dianameyerlaw.com

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TALLAHASSEE, FLORIDA

August 5, 2011

Florida Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

RE: Alternative Information Systems Consulting Group, Inc.  
Articles of Merger

Dear Sir or Madam:

We are in receipt of the enclosed letter from your office requesting that we resubmit a filing due to illegibility. Enclosed please find the Articles of Merger and Plan of Merger for the above referenced corporation which is being re-submitted for filing. If you have any questions or concerns please do not hesitate to contact me.

Sincerely,

  
Diana Meyer



August 5, 2011

FLORIDA DEPARTMENT OF STATE

Division of Corporations

ALTERNATIVE INFORMATION SYSTEMS CONSULTING GROUP, INC.  
320 S. FLAMINGO RD  
SUITE 345  
PEMBROKE PINES, FL 33027US

SUBJECT: ALTERNATIVE INFORMATION SYSTEMS CONSULTING GROUP, INC.  
REF: P01000014310

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.

You failed to make the correction(s) requested in our previous letter.

The document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

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Irene Albritton  
Regulatory Specialist II

FAX Aud. #: H11000197281  
Letter Number: 011A00018495



August 5, 2011

FLORIDA DEPARTMENT OF STATE

Division of Corporations  
ALTERNATIVE INFORMATION SYSTEMS CONSULTING GROUP, INC.  
320 S. FLAMINGO RD  
SUITE 345  
PEMBROKE PINES, FL 33027US

SUBJECT: ALTERNATIVE INFORMATION SYSTEMS CONSULTING GROUP, INC.  
REF: P01000014310

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 document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

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

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Carol Mustain  
Regulatory Specialist II

FAX Aud. #: H11000197281  
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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**  
(Profit Corporations)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 AUG - 8 AM 11:30

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607,1105, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ALTERNATIVE INFORMATION SYSTEMS CONSULTING GROUP, INC.	FLORIDA	P01000014310

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
CRESPO TECHNOLOGY GROUP, INC.	FLORIDA	P10000003601
FIEND CUSTOM COMPUTERS, INC.	FLORIDA	P10000003516
FIEND GAMING, INC.	FLORIDA	P11000008005
AIS HOME COMPUTING, INC.	FLORIDA	P09000017110

**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.

**OR**      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on JUNE 6, 2011.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on JUNE 6, 2011.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

**ALTERNATIVE INFORMATION SYSTEMS  
CONSULTING GROUP, INC.**

Miguel Conzatti

**MIGUEL CRESPO, DIRECTOR**

CRESPO TECHNOLOGY GROUP, INC.

Miguel Lopez

**MIGUEL CRESPO, DIRECTOR**

FIEND CUSTOM COMPUTERS, INC.

Miguel Cárpo

**MIGUEL CRESPO, DIRECTOR**

**FIEND GAMING, INC.**

Wingard Cooper

**MIGUEL CRESPO, DIRECTOR**

**AI'S HOME COMPUTING, INC.**

John Champagne

**JASON CHAMPAGNE, DIRECTOR**

## **AGREEMENT AND PLAN OF MERGER**

### **AGREEMENT AND PLAN OF MERGER OF CRESPO TECHNOLOGY GROUP, INC., FIEND CUSTOM COMPUTERS, INC., FIEND GAMING, INC., AND AIS HOME COMPUTING, INC. WITH AND INTO ALTERNATIVE INFORMATION SYSTEMS CONSULTING GROUP, INC.**

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into as of June 6, 2011, by and between CRESPO TECHNOLOGY GROUP, INC. ("**Crespo Tech**"), a corporation organized and existing under the laws of the State of Florida, FIEND CUSTOM COMPUTERS, INC. ("**Fiend Computers**"), a corporation organized and existing under the laws of the State of Florida and FIEND GAMING, INC. ("**Fiend Gaming**"), a corporation organized and existing under the laws of the State of Florida, AIS HOME COMPUTING, INC., ("**Home Computing**") a corporation organized and existing under the laws of the State of Florida (**Crespo Tech, Fiend Computers, Fiend Gaming and Home Computing** being collectively hereinafter sometimes referred to as the "Merging Corporations") and ALTERNATIVE INFORMATION SYSTEMS CONSULTING GROUP, INC. ("**AIS**"), a corporation organized and existing under the laws of the State of Florida (**AIS** being hereinafter sometimes referred to as the "Surviving Corporation"), said five entities being hereinafter sometimes referred to collectively as the "Constituent Entities";

**WHEREAS**, the Board of Directors and Shareholders of the Merging Corporations and the Board of Directors and Shareholders of the Surviving Corporation deem it advisable and in the best interests of the Constituent Entities that **Crespo Tech, Fiend Computers, Fiend Gaming and Home Computing** be merged with and into **AIS**, with **AIS** being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein;

**NOW THEREFORE**, the parties hereto agree as follows:

#### **ARTICLE I**

##### **MERGER**

1.1 **Crespo Tech, Fiend Computers, Fiend Gaming and Home Computing** shall be merged with and into **AIS** in accordance with the laws of the State of Florida. The separate corporate existence of **Crespo Tech, Fiend Computers, Fiend Gaming and Home Computing** shall thereby cease, and **AIS** shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be **"Alternative Information Systems Consulting Group, Inc."**.

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporations shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Entities. All the rights, privileges, powers and franchises of the Merging Corporations, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporations.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a Corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Entities. The rights of the creditors of the Constituent Entities, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporations. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

## **ARTICLE II**

### **TERMS AND CONDITIONS OF THE MERGER**

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 11:30 p.m., on June 10, 2011 or on the date the Articles of Merger are filed, whichever is later, pursuant to Section 607.1101 of the Florida Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Entities shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Entities, or either of them, the officers and directors of the Constituent Entities shall execute and deliver all such instruments and take all such further actions as the Surviving



Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

### ARTICLE III

#### **CHARTER AND BYLAWS; MANAGERS AND DIRECTORS**

3.1 The Articles of Incorporation of **Crespo Tech, Fiend Computer, Fiend Gaming and Home Computing**, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The persons who are the Officers and Directors of **AIS** immediately prior to the Effective Time shall, after the merger, continue as the Officers and Directors of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

### ARTICLE IV

#### **CONVERSION OF SHARES**

4.1 The Surviving Corporation presently has authorized two thousand (2000) shares of \$.01 par value common stock ("**AIS Common**") of which one thousand, two hundred (1200) shares of \$.01 par value common stock are issued and outstanding.

4.2 **Crespo Tech** presently has issued and outstanding one thousand (1000) shares of \$1 par value common stock ("**Crespo Tech Common**") of which one thousand (1000) shares of \$.01 par value common stock are issued and outstanding.

4.3 **Fiend Computers** presently has issued and outstanding one thousand (1000) shares of \$1 par value common stock ("**Fiend Computers Common**") of which one thousand (1000) shares of \$.01 par value common stock are issued and outstanding.

4.4 **Fiend Gaming** presently has issued and outstanding one thousand (1000) shares of \$1 par value common stock ("**Fiend Gaming Common**") of which one thousand (1000) shares of \$.01 par value common stock are issued and outstanding.

4.5 **Home Computing** presently has issued and outstanding one thousand (1000) shares of \$1 par value common stock ("**Home Computing**") of which one thousand (1000) shares of \$.01 par value common stock are issued and outstanding.

4.6 At the Effective Time, all the issued and outstanding shares of **Crespo Tech Common, Fiend Computers Common, Fiend Gaming Common, and Home Computing Common** shall be exchanged for eight hundred (800) units of **AIS Common** divided equally between the Merging Corporations. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of **Crespo Tech Common, Fiend Computers Common, Fiend Gaming Common, and Home Computing** may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one unit of **AIS Common** for every five (5) shares of **Crespo Tech Common, Fiend Computers Common and Fiend Gaming Common, and Home Computing Common**, as the case may be, previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented **Crespo Tech Common, Fiend Computers Common, Fiend Gaming Common, and Home Computing Common** respectively, shall be deemed and treated for all corporate purposes to represent the collective ownership of eight hundred (800) units of **AIS Common**. No other cash, shares, securities or obligations will be distributed or issued upon conversion of **Crespo Tech Common, Fiend Computers Common, Fiend Gaming Common and Home Computing Common**.

## ARTICLE V

### MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Entities may, in their sole discretion and at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Entities. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Entities or its Directors, Officers, or Shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of **Crespo Tech, Fiend Computers, Fiend Gaming, Home Computing** and the Shareholders of **AIS** dissenting to the Agreement and Plan shall be entitled, pursuant to Section 607.1103 of the Florida Business Corporation Act to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

**IN WITNESS WHEREOF**, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Entities pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Entities, all as of the day and year first above written.

**ALTERNATIVE INFORMATION SYSTEMS  
CONSULTING GROUP, INC.**

By: Miguel Crespo  
Name: Miguel Crespo  
Title: President and Director

**CRESPO TECHNOLOGY GROUP, INC.**

By: Miguel Crespo  
Name: Miguel Crespo  
Title: President and Director

**FIEND CUSTOM COMPUTERS, INC.**

By: Miguel Crespo  
Name: Miguel Crespo  
Title: President and Director

**FIEND GAMING, INC.**

By: Miguel Crespo  
Name: Miguel Crespo  
Title: President and Director

**AIS HOME COMPUTING, INC.**

By: Jason Champagne  
Name: Jason Champagne  
Title: President and Director