

FROM CSC

(THU) MAY 9 2002 9:46/ST. 9:42/NO. 63084616 U P

P01000020489

Florida Department of State

Division of Corporations

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Katherine Harris, Secretary of State

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To:

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Fax Number : (850) 205-0380

From:

Account Name : CORPORATION SERVICE COMPANY

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Phone : (850) 521-1000

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FILED
02 MAY -9 PM 12:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

TAXAUTOMATION, INC.

RECEIVED
02 MAY -9 AM 10:16
DIVISION OF CORPORATIONS

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Merge
ORC
5-9
5/9/2002
(13)

ARTICLES OF MERGER
Merger Sheet

MERGING:

NET PERSPECTIVES, INC., an Indiana corporation not qualified in Florida

INTO

TAXAUTOMATION, INC., a Florida entity, P01000020489

File date: May 9, 2002

Corporate Specialist: Karen Gibson

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

Name

TaxAutomation, Inc.

Florida

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Net Perspectives, Inc.

Indiana

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 in the future.)

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 March 1, 2002

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

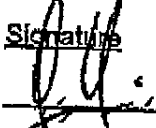
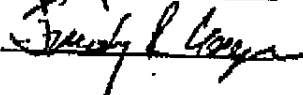
Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on March 1, 2002

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

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>TaxAutomation, Inc.</u>		<u>DIETRICH HINZ, VICE PRESIDENT</u>
<u>Net Perspectives, Inc.</u>		<u>Timothy R Cooper President</u>
<u> </u>	<u> </u>	<u> </u>
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PLAN OF MERGER

This Agreement and plan of reorganization (hereinafter referred to as the "Agreement") is made and entered into as of the 1st day of March, 2002, by and between TaxAutomation, Inc., a Florida corporation (hereinafter referred to as "Purchaser"), and Net Perspectives, Inc., an Indiana corporation (hereinafter referred to as the "Company") and the undersigned Shareholders of the Company (hereinafter referred to as "Shareholders").

RECITALS:

This plan of reorganization shall be a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1954, as amended. The Company shall merge into Purchaser pursuant to Articles of Merger whereby the separate corporate existence of the Company shall cease, and Shareholders shall receive common stock of Purchaser.

In order to consummate the foregoing plan of reorganization and in consideration of the mutual benefits to be derived therefrom and the mutual benefits hereinafter contained, Purchaser and Company approve and adopt this Agreement and plan of reorganization and mutually covenant and agree with each other as follows:

1. MERGER OF COMPANY INTO PURCHASER.

1.1 Incorporation of Articles of Merger. The Articles of Merger attached hereto as Exhibit "A" is incorporated herein by reference. Purchaser, Company and the Shareholders agree to take such action to execute and deliver such further instruments as may be necessary to carry out the terms of said Articles of Merger.

1.2 Shares to be issued. On the effective date of the merger, Three Hundred Ninety Thousand (390,000) shares of Purchaser's common stock shall be delivered to the Shareholders in proportion to their holdings in the Company.

2. REPRESENTATIONS AND WARRANTIES. Company and Shareholders, jointly and severally, make the following representations and warranties to Purchaser, each of which is true and correct of the date hereof, shall remain true and correct to and including the Closing Date, shall be unaffected by any investigation heretofore or hereafter made by Purchaser, or any notice to Purchaser other than in the disclosure schedule previously provided to Purchaser and shall survive the Closing and the transactions contemplated hereby:

2.1 Organization and Authority.

2.1.1 The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted, is duly qualified and in good standing in every

jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, and is not subject to any agreement, commitment or understanding which restricts or may restrict the conduct of its business in any jurisdiction or location.

2.1.2 The outstanding shares of the Company are legally and validly issued, fully paid and non-assessable. The Company has not issued and does not have outstanding any option, warrant or convertible securities or other right to purchase or convert any obligation into such corporation's securities and has not agreed to issue or sell any additional securities.

2.1.3 The Company's minute book made available to Purchaser contains complete and accurate records of all meetings and other corporate actions of the Shareholders and the Board of Directors (and any committee thereof) of the Company.

2.1.4 Company has provided Purchaser with a list of the authorized and outstanding securities of the Company; a list of the officers, directors and shareholders of the Company; copies of the Articles of Incorporation and Bylaws currently in effect for the Company.

2.1.5 The execution and delivery of this Agreement does not, and, the consummation of the transaction contemplated hereby will not violate any provisions of the Company's Certificate of Incorporation or Bylaws, or any provisions of, or result in the acceleration of any obligation under, any mortgage, lien, lease, agreement, instrument, court order, arbitration award, judgment or decree to which the Company is a party, or by which it is bound, and will not violate any other restriction of any kind or character to which it is subject.

2.2 Financials.

2.2.1 True copies of the financial statements of the Company consisting of balance sheets as of the close of business December 31, 2001, and the income statements for the period ended December 31, 2001 have been delivered by the Company to Purchaser. All of said financial statements are true and correct in all material respects and present an accurate and complete disclosure of the financial condition of the Company as of its respective dates, and the earnings for the periods covered, in accordance with generally accepted accounting principles applied on a consistent basis.

2.2.2 The Company has good and marketable title to all of its assets, business and properties including, without limitation, all such properties reflected in the aforementioned balance sheet as of December 31, 2001, except as disposed of in the normal course of business, free and clear of any mortgage, lien, pledge, charge, claim or encumbrance, except as shown on said balance sheet as of December 31, 2001.

2.2.3 All assets of the Company are in good operating condition, and repair subject only to ordinary wear and tear.

2.3 Changes Since December 31, 2001. Since December 31, 2001, there has not been:

2.3.1 Any adverse change in the Company's prospects, financial condition, assets, liabilities, properties or business.

2.3.2 Any loss, damage or destruction to the properties of the Company (whether or not covered by insurance), affecting its business or properties.

2.3.3 Any increase in the salaries or wages of any employees or agents of the Company, or any bonus or other employee benefit granted, made or accrued (except pursuant to pre-existing plans at pre-established levels).

2.3.4 Any labor dispute or disturbance, litigation, or event or condition of any character which materially adversely affects the business or future prospects of the Company.

2.3.5 The issuance of additional shares of stock or other securities by the Company.

2.3.6 Any declaration, setting aside, or payment of any dividend or any distribution in respect of the Company's capital stock; any redemption, purchase or acquisition by the Company or any Shareholder of any capital stock of the Company, or any security relating thereto (whether or not issued by the Company); or any payments to Shareholders of the Company as such.

2.3.7 Any borrowings from financial institutions.

2.3.8 Any mortgage, pledge, lien or encumbrance made on any of the properties or assets of the Company other than mechanics' and materialmen's liens arising in the normal course of business.

2.3.9 Any sale, transfer or other disposition of assets of the Company, except in the normal course of business.

2.3.10 Any other event or condition not in the ordinary course of business.

2.4 Liabilities.

2.4.1 There are no liabilities of the Company, whether accrued, absolute, contingent or otherwise, which arose or relate to any transaction of the Company, its agents or servants occurring prior to December 31, 2001, which are not disclosed by or reflected in said financial statements. Since December 31, 2001, the Company has not borrowed any money or incurred any liability not disclosed in its books or records.

2.4.2 All corporate acts required of the Company have been taken and all reports and returns required to be filed by it with any governmental agency

have been filed. The Company has no notice of any claimed violation of any, and is in compliance with, all applicable federal, state, county, local and foreign government laws, ordinances, or regulations, including those applicable to discrimination in employment; occupational safety and health; trade practices, competition and pricing; product warranties; zoning; building and sanitation; toxic or chemical substances; employment, retirement or labor relations.

2.4.3 The past and anticipated future operations of the Company do not infringe or violate any patents, patent rights, trademarks, trade names, copyrights and/or licenses thereof of others.

2.4.4 The assets of the Company are adequately insured and all policies of insurance carried by the Company are in full force and all premiums thereon are paid to date.

2.4.5 All negotiations relative to this Agreement and the transaction contemplated hereby have been carried on directly by the Company with the Purchaser without the intervention of any broker or third party. The Company has not engaged, consented to, or authorized any broker, investment banker or third party to act on its behalf, directly or indirectly, as a broker or finder in connection with the transaction contemplated by this Agreement.

2.5 Taxes. All federal, state, foreign, county and local income, ad valorem, excise, profits, franchise, occupation, property, sales, use, gross receipts and other taxes (including any interest or penalties relating thereto) and assessments which are due and payable have been duly reported, fully paid and discharged as reported by the Company, and there are no unpaid taxes which are, or could become a lien on the properties and assets of the Company, except as provided for in the financial statements of December 31, 2001, or have been incurred in the normal course of the Company's business since that date. All tax returns of any kind required to be filed have been filed and the taxes paid or accrued.

2.6 Shareholders Relationship to Company. The Shareholders will cooperate in all respects to the end that the transactions contemplated by this Agreement will be consummated and will vote all of their shares in favor of consummating this Agreement.

2.7 Accuracy of All Statements made by Company. No representation or warranty by the Company and Shareholders in this Agreement, nor any statement, certificate, schedule or exhibit hereto furnished or to be furnished by or on behalf of the Company pursuant to this Agreement, nor any document or certificate delivered to Purchaser pursuant to this Agreement or in connection with actions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statement contained therein not misleading.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants as follows:

3.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with full power and authority to enter into and perform the transactions contemplated by this Agreement.

3.2 Performance of this Agreement. The execution and performance of this Agreement and the issuance of stock contemplated hereby have been authorized by the Board of Directors of Purchaser.

3.3 Legality of Shares to be Issued. The shares of Purchaser's common stock to be delivered pursuant to this Agreement, when so delivered, will have been duly and validly authorized and issued by the Purchaser and will be fully paid and non-assessable.

3.4 No Covenant as to Tax Consequences. It is expressly understood and agreed that neither Purchaser nor its officers or agents has made any warranty or agreement, expressed or implied, as to the tax consequences of the transactions contemplated by this Agreement or the tax consequences of any action pursuant to or growing out of this Agreement.

4. COVENANTS OF COMPANY. The Company hereby covenants and agrees as follows:

4.1 Access to Information. Purchaser and its authorized representatives shall have full access during normal business hours to all properties, books, records, contracts and documents of the Company, and the Company shall furnish or cause to be furnished to Purchaser and its authorized representative all information with respect to its affairs and business of the Company as Purchaser may reasonably request.

4.2 Actions Prior to Closing. From and after the date of this Agreement and until the Closing Date:

4.2.1 Except with the prior written consent of Purchaser, Company shall carry on its business diligently and substantially in the same manner as heretofore, and the Company shall not make or institute any unusual or novel methods of purchase, sale, management, accounting or operation, except with the prior written consent of Purchaser.

4.2.2 The Company shall not enter into any contract or commitment or engage in any transaction not in the usual and ordinary course of business and consistent with the Company's business practices without the prior written consent of Purchaser.

4.2.3 The Company shall not declare or pay any dividend or may any distribution in respect of its capital stock; shall not directly or indirectly redeem, purchase or otherwise acquire any of its own stock; shall not grant any stock options, and shall not issue or in any dispose of any shares of its own stock.

4.2.4 The Company shall not amend its Certificate of Incorporation or Bylaws or make any changes in authorized or issued capital stock without prior written consent of Purchaser.

4.2.5 The Company shall maintain current insurance and such additional insurance in effect as may be reasonably required by increased business and risks; and all property shall be used, operated, maintained and repaired in a normal business manner.

4.2.6 The Company shall use its best efforts (without making any commitments on behalf of Purchaser) to preserve its business organization intact, to keep available to Purchaser the present key officers and employees of the Company, and to preserve for Purchaser the present relationships of the Company with its suppliers, distributors and customers and others having business relations with it.

4.2.7 The Company shall not do any act or omit to do any act, or permit any act or omission to act, which will cause a material breach of any material contract, commitment or obligation of the Company.

4.2.8 The Company shall not sell or dispose of any property or assets.

4.2.9 The Company shall promptly notify Purchaser of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted or commenced against it, its officers or directors involving in any way the business, properties or assets of the Company.

5. INDEMNIFICATIONS.

5.1 Requirement of Indemnification. Shareholders shall indemnify Purchaser for any loss, cost, expense or other damage suffered by Purchaser resulting from, arising out of, or incurred with respect to the falsity or the breach of any representation, warranty or covenant made by the Company or Shareholders herein, and any claims arising from sales by the Company prior to the Closing Date. Purchaser shall indemnify and hold the Shareholders harmless from and against any loss, cost, expense or other damage (including, without limitation, attorneys' fees and expenses) resulting from, arising out of, or incurred with respect to, or alleged to result from, arise out of or have been incurred with respect to, the falsity or the breach of any representation, covenant, warranty or agreement made by Purchaser herein.

5.2 Notice and Resolution of Claim. An indemnified party hereunder shall promptly give notice to the indemnifying party after obtaining knowledge of any claim against the indemnified party as to which recovery may be sought against the indemnifying party because of the indemnity set forth above, and, if such indemnity shall arise from the claim of a third party, shall permit the indemnifying party to assume the defense of any such claim or any litigation resulting from such claim. Failure by the indemnifying party to notify the indemnified party of its election to defend any such claim or action by a third party within fifteen (15) days after notice thereof shall have been given to the indemnifying party shall be deemed a waiver by the indemnifying party of its

right to defend such claim or action. If the indemnifying party assumes the defense of such claim or litigation resulting therefrom, the obligations of the indemnifying party hereunder as to such claim shall include taking all steps necessary in the defense or settlement of such claim or litigation resulting therefrom and holding the indemnified party harmless from and against any and all losses, damages, costs, attorney's fees and liabilities caused by or arising out of any settlement approved by the indemnifying party or any judgment in connection with such claim or litigation resulting therefrom. The indemnifying party shall not, in the defense of such claim or any litigation resulting therefrom consent to entry of any judgment except with the written consent of the indemnified party, or enter into any settlement (except with the written consent of the indemnified party), which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party a release from all liability in respect of such claim or litigation.

5.3 Payment. The indemnifying party shall promptly reimburse the indemnified party for the amount of any judgment rendered with respect to any claim by a third party in such litigation and for all losses and expenses, legal or otherwise, incurred by the indemnified party in connection with the defense against such claim or litigation, and for any other loss suffered or incurred with respect to the falsity or the breach of any representation, warranty, covenant or agreement (whether or not arising out of the claim of a third party).

6. CLOSING.

6.1 Time and Place. The Closing of this transaction ("Closing") shall take place at the offices of Greenspoon, Marder, Hirschfeld, Rafkin, Ross & Berger, P.A. in Fort Lauderdale, Florida, at 9:00 AM, March 1, 2002, or such other time and place as the parties hereto shall agree upon. Such date is referred to in this Agreement as the "Closing Date."

7. APPROVAL BY SHAREHOLDERS. The Shareholders have approved the merger contemplated by this Agreement. The Shareholders shall enter into a Shareholders Agreement of Purchaser upon receiving their shares from Purchaser contemplated by this agreement.

8. LAW GOVERNING. This Agreement may not be modified or terminated orally, and shall be construed and interpreted according to the laws of the State of Florida.

9. ASSIGNMENT. This Agreement shall not be assigned by any party without the written consent of the other parties and any attempted assignment without such written consent shall be null and void and without legal effect. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors, assigns, heirs, executors, administrators, and personal representatives (if the consent required by this Paragraph 9 is required).

10. AMENDMENT AND MODIFICATIONS. Purchaser, Company and Shareholders may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

11. **TERMINATION AND ABANDONMENT.** This Agreement may be terminated and the transaction provided for by this Agreement may be abandoned without liability on the part of any party to any other, at any time before the Closing Date by mutual consent of Purchaser and Company.

In any event of termination and abandonment by any party as above provided in this Paragraph 11, written notice shall forthwith be given to the other party, and each party shall pay its own expenses incident to preparation for the consummation of this Agreement and the transactions contemplated hereunder.

12. **NOTICES.** All notices, requests, demands and other communications hereunder shall be deemed to have been duly given, if delivered by hand or mailed, certified or registered mail with postage prepaid:

If to Company:

If to Purchaser:

3020 N. Military Trail
Suite 275
Boca Raton, Florida, 33431

13. **ENTIRE AGREEMENT.** This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.

14. **COUNTERPARTS.** This Agreement may be executed in two or more partially or fully executed counterparts, each of which shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same instrument, provided that Purchaser shall have no obligations hereunder until all Shareholders have become signatories hereto.

15. **HEADINGS.** The headings in the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof.

16. **FURTHER DOCUMENTS.** Purchaser and the Company agree to execute any and all other documents and to take such other action or corporate proceedings as may be necessary or desirable to carry out the terms hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

FROM CSC

(THU) MAY 9 2002 9:49/ST. 9:42/NO. 6308461630 P. 12

H02000136056 7

In witness whereof, the parties hereto have caused this Agreement to be duly executed all as of the day and year first above written.

WITNESSES:

PURCHASER:

TAXAUTOMATION, INC.

By: [Signature]

COMPANY:

NET PERSPECTIVES, INC.

By: [Signature]
President

SHAREHOLDERS:

[Signature]
Timothy R. Cooper

[Signature]
Robert W. Colestock

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[Signature]
Sandra K. Cooper