

792000023372

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H02000101869 4)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 205-0380

From:
Account Name : BECKER AND POLIAKOFF, P.A.
Account Number : 072720000214
Phone : (954) 364-6007
Fax Number : (954) 985-4138

02 APR 26 AM 10:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

RECEIVED

02 APR 26 AM 7:41

DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

NAVIGATORPC INTERNATIONAL, INC.

Certificate of Status	0
Certified Copy	0
Page Count	05 7
Estimated Charge	\$87.50

60.00

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

NAVIGATORPC, LLC, A FLORIDA ENTITY L02000002526

INTO

NAVIGATORPC INTERNATIONAL, INC., a Florida entity, P02000023372.

File date: April 26, 2002

Corporate Specialist: Trevor Brumbley

02 APR 26 AM 10:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 25, 2002

NAVIGATORPC INTERNATIONAL, INC.
300 SOUTH STATE ROAD 7
PLANTATION, FL 33317

SUBJECT: NAVIGATORPC INTERNATIONAL, INC.
REF: P02000023372

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 must attach the Plan of Merger.

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) 245-6967.

Michelle Hodges
Document Specialist

FAX And. #: E02000101869
Letter Number: 902AG0025366

02 APR 26 AM 10:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

H02000101869 4

ARTICLES OF MERGER
OF
NAVIGATORPC, LLC
(a Florida limited liability company)
INTO
NAVIGATORPC INTERNATIONAL, INC.
(a Florida corporation)

L02000002520

P02000023372

Pursuant to Sections 607.1109 and 608.4382 of the Florida Business Corporation Act and the Florida Limited Liability Company Act, respectively, the undersigned corporations adopt the following Articles of Merger:

FIRST: The plan of merger is as follows:

1. **Merger.** NAVIGATORPC, LLC, a Florida limited liability company ("Acquisition") shall be merged (the "Merger") with and into NAVIGATORPC INTERNATIONAL, INC., a Florida corporation ("NPCI"). Acquisition and NPCI are sometimes hereinafter collectively referred to as the "Constituent Corporations." NPCI shall be the surviving corporation to the Merger (the "Surviving Corporation").

2. **Articles of Incorporation and By-Laws.** The Articles of Incorporation and By-Laws of NPCI, as same shall exist from and after the Effective Date, shall be the Articles of Incorporation and By-Laws of the Surviving Corporation following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation and By-Laws of the Surviving Corporation, shall constitute the Articles of Incorporation and By-Laws of the Surviving Corporation separate and apart from these Articles of Merger.

3. **Succession.** On the Effective Date, NPCI shall continue its corporate existence under the laws of the State of Florida, and the separate existence and corporate organization of Acquisition, except insofar as it may be continued by operation of law, shall be terminated and cease.

4. **Effect of Merger.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders or members, each outstanding membership interest of Acquisition shall be converted into one share of common stock of NPCI as set forth in the plan of merger (the "Plan of Merger") between Acquisition and NPCI.

SECOND: The Merger shall be effective on the date when these Articles of Merger are filed with the Department of State of the State of Florida (the "Effective Date").

THIRD: The Plan of Merger was adopted by the board of directors and shareholders of NPCI on the 24th day of April, 2002, and all of the members of Acquisition on the 24th day of April, 2002.

Joseph Caccamo, Esq.
Florida Bar #0104337
Becker & Poliakoff, P.A.
3111 Stirling Rd.
Ft. Lauderdale, FL 33312
(954) 965-5050

H02000101869 4

APPROVED
AND
FILED12 APR 25 AM 10:06
STATE
OF FLORIDA
DEPT. OF STATE

APR.25.2002 4:11PM

BECKER & POLIAKOF

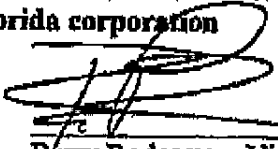
NO.088

P.4/8

4020001018694

Signed this 24th day of April, 2002.

NAVIGATORPC INTERNATIONAL, INC.,
a Florida corporation

By: 
Its: Barry Roderman, Vice President

NAVIGATORPC, LLC,
a Florida limited liability company

By: 
Its: Steven Ivester, President

708172_1.DOC

APPROVED
AND
FILED

02 APR 26 AM 10:05

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4020001018694

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), made this 24th day of April, 2002, by and between NavigatorPC International, Inc., a Florida corporation ("NPCI") and NavigatorPC, LLC, a Florida limited liability company (the "Company") (the two corporate parties hereto being sometimes collectively referred to as the "Constituent Corporations").

RECITALS

WHEREAS, the sole shareholders of NPCI are Steven Ivestor, Recreation Computer Corp. and Accurate Charters, Inc.;

WHEREAS, the sole members of the Company are Steven Ivestor, Recreation Computer Corp. and Accurate Charters, Inc.;

WHEREAS, the members and the Board of Directors of the Company and NPCI (respectively) have determined that the proposed merger (the "Merger") of the Company with and into NPCI upon the terms hereinafter set forth is advisable and in the best interests of the shareholders and members of such companies and the members and the Board of Directors (respectively) of the Company and NPCI have approved this Agreement as set forth below; and

WHEREAS, the Company and NPCI, as appropriate, intend to take all such action as may be necessary or appropriate as and when required by the provisions of this Agreement, in order to consummate the Merger,

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

ARTICLE I

GENERAL

1.1 Agreement to Merge. The parties to this Agreement agree to effect the Merger herein provided for, subject to the terms and conditions set forth herein.

1.2 Effective Time of the Merger. The Merger shall be effective in accordance with the laws of the State of Florida. The date and time the Merger becomes effective shall be upon the filing of Articles of Merger regarding the Merger with the State of Florida (the "Effective Time of the Merger").

1.3 Surviving Corporation. At the Effective Time of the Merger, the Company shall be merged with and into NPCI, and NPCI shall be the surviving corporation, governed by the laws of the State of Florida (hereinafter sometimes called the Surviving Corporation). The name of the Surviving Corporation will be NavigatorPC International, Inc.

1.4 Articles of Incorporation and Bylaws. At the Effective Time of the Merger, the Articles of Incorporation and Bylaws of NPCI in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, subject always to the right of the Surviving Corporation to amend its Articles of Incorporation and Bylaws in accordance with the laws of the State of Florida and the provisions of the Articles of Incorporation,

1.5 Directors. The directors of the Company in office at the Effective Time of the Merger shall be and constitute the directors of the Surviving Corporation, each holding the same directorship in the Surviving Corporation as he or she held in the Company for the terms elected and/or until their respective successors shall be elected or appointed and qualified. The directors of the Surviving Corporation shall continue to be members of the same class of directors as they were in the Company, and the time for

APPROVED
AND
FILED
02 APR 26 AM 10:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

election of each class of directors for the Surviving Corporation shall be the same as it was for the corresponding class of directors of the Company.

1.6 **Officers.** The officers of the Company in office at the Effective Time of the Merger shall be and constitute the officers of the Surviving Corporation, each holding the same office in the Surviving Corporation as he or she held in the Company for the terms elected and/or until their respective successors shall be elected or appointed and qualified.

1.7 **Effect of the Merger.** On and after the Effective Time of the Merger, the separate existence of the Company shall cease and the Surviving Corporation shall succeed, without further action, to all the properties and assets of the Company of every kind, nature and description and to the Company's business as a going concern. The Surviving Corporation shall also succeed to all rights, title and interests to all real estate and other property owned by the Company without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon. All liabilities and obligations of the Company shall become the liabilities and obligations of the Surviving Corporation, and any proceedings pending against the Company will be continued as if the Merger had not occurred.

1.8 **Further Assurances.** The Company hereby agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action and give such assurances as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Article I and otherwise to carry out the intent and purposes thereof.

ARTICLE II

CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the Company, NPCI or the members of the Company or the shareholders of NPCI, each issued and outstanding membership interests of the Company shall be converted into one share of NPCI common stock.

ARTICLE III

TERMINATION AND AMENDMENT

3.1 **Termination.** This Agreement may be terminated and abandoned at any time prior to the Effective Time of the Merger by the mutual written consent of the Boards of Directors of the Company and NPCI.

3.2 **Consequences of Termination.** In the event of the termination and abandonment of this Agreement pursuant to the provisions of Section 3.1 hereof, this Agreement shall be of no further force or effect.

3.3 **Modification, Amendment, Etc.** Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefits thereof, and this Agreement may be modified or amended at any time to the full extent permitted by the corporate laws of the State Florida. Any waiver, modification or amendment shall be effective only if reduced to writing and executed by the duly authorized representatives of the Constituent Corporations.

02 APR 26 AM 10:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

ARTICLE IV
MISCELLANEOUS

4.1 **Expenses.** The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

4.2 **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

4.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws principals thereof.

4.4 **Recitals.** The statements made in the Recitals of this Agreement are true and correct and are incorporated by reference herein.

[Balance of this page intentionally left blank]

APPROVED
AND
FILED
02 APR 26 AM 10:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by an officer duly authorized thereunto as of the date first above written.

NAVIGATORPC INTERNATIONAL, INC., a Florida corporation

By: 

Barry Roderman, Vice President

NAVIGATORPC, LLC, a Florida limited liability company

By: 

Steven Ivester, Member


Steven Ivester, individually as shareholder
of NavigatorPC International, Inc.

**Recreation Computer Corp., as shareholder
of NavigatorPC International, Inc. and member
of NavigatorPC, LLC**

By: 

Barry Roderman, President

**Accurate Charters, Inc., as shareholder
of NavigatorPC International, Inc. and
member of NavigatorPC, LLC**

By: 

Harvey Smidha, President

708156_1.DOC

APPROVED
AND
FILED

02 APR 26 AM 10:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA