

Oct. 2. 2009 4:44 PM

DIVISION OF CORPORATIONS

No. 2401

Page 1 of 1

PD2000030530

Florida Department of State
Division of Corporations
Public Access System

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.

((H09000213043 3)))



H090002130433ABCW

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) 617-6380

From:
Account Name : INCORPORATING SERVICES FL
Account Number : I20050000052
Phone : (302) 531-0855
Fax Number : (850) 656-7953

FILED
09 OCT -5 AM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
2009 OCT -5 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

TELLIGENIX CORPORATION

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$347.30

D. BRUCE

OCT 6 2009

EXAMINER

385.00

Electronic Filing Menu

Corporate Filing Menu

Help

(((H09000213043 3)))

ARTICLES OF MERGER OF
AMERICAN CASH FLOW CORPORATION, DYNETECH TRAINING & SIMULATION
CORPORATION, THE B2G GROUP, INCORPORATED, BUSINESS SKILLS
CORPORATION, MYMEDIWORKS.COM CORPORATION, DYNETECH SERVICES
CORPORATION, DYNETECH CORPORATION, TWG, LLP, DYNETECH ACQUISITION I,
LLC, AND DYNETECH ACQUISITION II, LLC INTO TELLIGENIX CORPORATION

Pursuant to Chapters 607 and 608, Florida Statutes, the undersigned, being the President and Director of DYNETECH TRAINING & SIMULATION CORPORATION, THE B2G GROUP, INCORPORATED, BUSINESS SKILLS CORPORATION, MYMEDIWORKS.COM CORPORATION, and TELLIGENIX CORPORATION, all Florida corporations, the Corporate Secretary of AMERICAN CASH FLOW CORPORATION and DYNETECH SERVICES CORPORATION, both Florida corporations, the President and Director of DYNETECH CORPORATION, a Florida corporation, (collectively the "Corporations"), the President and Manager of DYNETECH ACQUISITION I, LLC and DYNETECH ACQUISITION II, LLC, Florida limited liability companies (collectively the "LLCs"), for themselves and as the general partners of TWG, LLP, a Texas general partnership with limited liability partnership status (the "LLP"), and hereby certify:

1. Authorization of Merger. The Plan of Merger, a copy of which is attached hereto as Exhibit "A", was adopted by the Boards of Directors of all of the Corporations and by the Managers and Owners of the LLCs and the LLP on September 29, 2009, in accordance with the applicable provisions of Chapters 607 and 608, Florida Statutes. Neither shareholder, member, nor partner approval is required.

2. Name. AMERICAN CASH FLOW CORPORATION, having been incorporated on January 4, 2000, and assigned Document Number P00000003445, DYNETECH TRAINING & SIMULATION CORPORATION, having been incorporated on August 28, 2002, and assigned Document Number P02000093482, THE B2G GROUP, INCORPORATED, having been incorporated on April 14, 2009 and assigned Document Number P09000033659, BUSINESS SKILLS CORPORATION, having been incorporated on January 4, 2000 and assigned Document Number P00000003128, MYMEDIWORKS.COM CORPORATION, having been incorporated on March 8, 2000 and assigned Document Number P00000026385, DYNETECH SERVICES CORPORATION, having been incorporated on December 28, 2005 and assigned Document Number P05000167443, DYNETECH CORPORATION, having been incorporated on July 13, 2000 and assigned Document Number P00000067276, DYNETECH ACQUISITION I, LLC, having been formed on June 14, 2004 and assigned Document Number L04000044762, DYNETECH ACQUISITION II, LLC, having been formed on June 14, 2004 and assigned Document Number L04000044764, and TWG, LLP, having been formed on August 15, 2002 and assigned File Number 800927910 by the Texas Secretary of State, shall merge into TELLIGENIX CORPORATION, having been incorporated on March 14, 2002 and assigned Document Number P02000030530. TELLIGENIX CORPORATION shall be the Surviving Corporation.

3. Disposition of Shares. Each issued and outstanding share of common stock of AMERICAN CASH FLOW CORPORATION, being 100 in number, shall be canceled and, because DYNETECH TRAINING & SIMULATION CORPORATION owns 100% of its shares, same shall not be replaced; each issued and outstanding share of common stock of

(((H09000213043 3)))

09 OCT -5 AM 9:04
FILED

(((H09000213043 3)))

DYNETECH TRAINING & SIMULATION CORPORATION, being 100 in number, shall be cancelled and, because TELLIGENIX CORPORATION owns 100% of said shares, same shall not be replaced; each issued and outstanding share of common stock of THE B2G GROUP, INCORPORATED, being 100 in number, shall be cancelled and, because DYNETECH CORPORATION owns 100% of said shares, same shall not be replaced; each issued and outstanding share of common stock of BUSINESS SKILLS CORPORATION, being 100 in number, shall be cancelled and, because TELLIGENIX CORPORATION owns 100% of said shares, same shall not be replaced; each issued and outstanding share of common stock of MYMEDIWORKS.COM CORPORATION, being 100 in number, shall be cancelled and, because DYNETECH CORPORATION owns 100% of said shares, same shall not be replaced; each issued and outstanding and outstanding share of common stock of DYNETECH SERVICES CORPORATION, being 100 in number, shall be canceled and, because DYNETECH CORPORATION owns 100% of its shares, same shall not be replaced; each issued and outstanding share of common stock of DYNETECH CORPORATION, being 41,819,174.18 in number, shall be cancelled and replaced with an equal number of shares of fully paid and non-assessable shares of common stock of TELLIGENIX CORPORATION; each issued and outstanding Warrant of DYNETECH CORPORATION, being 7,927,841 in number, shall be cancelled and replaced with an equal number of Warrants of TELLIGENIX CORPORATION; each issued and outstanding Option of DYNETECH CORPORATION, being 1,603,550 in number, shall be cancelled and replaced with an equal number of Options of TELLIGENIX CORPORATION; all partnership interests in TWG, LLP, being 2 in number, shall be cancelled and, because DYETECH ACQUISITION I, LLC and DYNETECH ACQUISITION II, LLC are the sole partners thereof, same shall not be replaced; each issued and outstanding membership interest in DYNETECH ACQUISITION I, LLC, being one (1) in number, shall be cancelled and, because DYNETECH CORPORATION owns 100% of said membership interests, same shall not be replaced; and each issued and outstanding membership interest in DYNETECH ACQUISITION II, LLC, being one (1) in number, shall be cancelled and, because DYNETECH CORPORATION owns 100% of said membership interests, same shall not be replaced.

4. Authorized Shares. Following the merger, the number of authorized shares of TELLIGENIX CORPORATION shall be ONE HUNDRED EIGHTY MILLION (180,000,000) shares, consisting of two classes: One Hundred Twenty Million (120,000,000) shares of common Stock with a par value of \$0.001867 per share, and Sixty Million (60,000,000) shares of Preferred Stock with a par value of \$0.008777 par value per share, and the number of issued and outstanding shares shall be 41,819,174.18 common shares, with a par value of \$0.001867, all of which shares are entitled to vote.

5. Effective Date. The merger shall be effective as of the date this document is filed by the Florida Department of State.

6. Special Provision. The merger is intended to qualify as a tax free merger under the requirements of Section 368(a)(1)(A) of the Internal Revenue Code and the

(((H09000213043 3)))

FILED
09 OCT -5 AM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

((H09000213043 3)))

regulations issued thereunder. Such actions as may be necessary shall be deemed to have been taken to accomplish this compliance.

7. Non-abandonment. The plan of merger has not been abandoned.
IN WITNESS WHEREOF, we have signed or caused this instrument to be signed,
this 1st day of October, 2009.

DYNETECH TRAINING & SIMULATION
CORPORATION

By: Anthony Vergopla, President and Director
Anthony Vergopla, President and Director

(CORPORATE SEAL)

THE B2G GROUP, INCORPORATED

By: Anthony Vergopla, President and Director
Anthony Vergopla, President and Director

(CORPORATE SEAL)

BUSINESS SKILLS CORPORATION

By: Anthony Vergopla, President and Director
Anthony Vergopla, President and Director

(CORPORATE SEAL)

TELLIGENT CORPORATION

By: Anthony Vergopla, President and Director
Anthony Vergopla, President and Director

(CORPORATE SEAL)

MYMEDIAWORKS.COM CORPORATION

By: Anthony Vergopla, President and Director
Anthony Vergopla, President and Director

(CORPORATE SEAL)

((H09000213043 3)))

FILED
OCT 5 AM 9:01
CLERK OF STATE
TALLAHASSEE, FLORIDA

Oct. 2. 2009 4:48PM

No. 2461 P. 5

H09000213043 3)))

DYNETECH CORPORATION

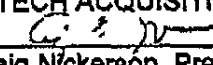
By: 
Laurence J. Pino, President and Director
(CORPORATE SEAL)

TWG, LLP

By: DYNETECH ACQUISITION I, LLC and
DYNETECH ACQUISITION II, LLC, its
General Partners

By: 
Craig Nickerson, President and Manager

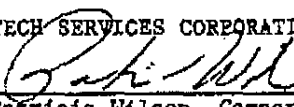
DYNETECH ACQUISITION I, LLC

By: 
Craig Nickerson, President and Manager


DYNETECH ACQUISITION II, LLC

By: 
Craig Nickerson, President and Manager

DYNETECH SERVICES CORPORATION

By: 
Patricia Wilson, Corporate
Secretary

AMERICAN CASH
FLOW CORPORATION

By: 
Patricia Wilson,
Corporate Secretary

((H09000231043 3)))

FILED
09 OCT -5 AM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(((H09000213043 3)))

*Exhibit "A"***AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger, dated as of September 29, 2009 (the "Agreement"), is entered into by and among AMERICAN CASH FLOW CORPORATION, DYNETECH TRAINING & SIMULATION CORPORATION, THE B2G GROUP, INCORPORATED, BUSINESS SKILLS CORPORATION, MYMEDIWORKS.COM CORPORATION, DYNETECH SERVICES CORPORATION and DYNETECH CORPORATION, all Florida corporations, (the "Merging Corporations"), TWG, LLP, a Texas general partnership with limited liability status (the "Merging LLP"), DYNETECH ACQUISITION I, LLC, AND DYNETECH ACQUISITION II, LLC, Florida limited liability companies, (the "Merging LLCs"), and TELLIGENIX CORPORATION, a Florida corporation (the "Survivor"). The Merging Corporation, the Merging LLCs, the Merging LLP, and the Survivor are referred to hereinafter collectively as the "Parties."

Background

The Parties desire to merge the Merging Corporations, the Merging LLCs, and the Merging LLP into the Survivor pursuant to the provisions of the Florida Business Organizations Act ("FBOA"). The Parties intend that, upon the consummation of the transactions contemplated by this Agreement, the separate corporate existence of the Merging Corporations, together with the separate entity existence of the Merging LLCs and the Merging LLP will cease. This Agreement was approved as of September 29, 2009 by resolutions adopted by the Managers of the Merging LLCs and the Boards of Directors of the Merging Corporations, the partners of the LLP, and the Survivor. Accordingly, in consideration of the mutual agreements and covenants of the Parties set forth below, the Parties agree as follows:

Terms

1. **Merger.** The Merging Corporations, the Merging LLCs, and the Merging LP shall be merged with and into the Survivor, which shall be the surviving corporation upon the Effective Time (as defined in Section 2 below) of the merger, and which shall continue to exist as the surviving corporation under its current name, all pursuant to the provisions of the FBOA. The Survivor shall be governed by the laws of the State of Florida, which is the jurisdiction of its organization. The separate existence of the Merging Corporations, the Merging LLCs and the Merging LP shall cease upon the Effective Time of the merger in accordance with the provisions of the FBOA.

2. **Effective Time.** The Effective Time of the merger (the "Effective Time") shall be the time of filing of Articles of Merger with the Secretary of State of the State of Florida or at any later time as the Parties shall agree and shall specify in the Articles of Merger.

3. **Articles of Incorporation.** The Articles of Incorporation of Survivor, as in force and effect at the Effective Time of the merger in the State of Florida, shall be the Articles of Incorporation of the Survivor, and the Articles of Incorporation shall continue in full force and effect until further amended and changed in the manner prescribed by the FBOA.

4. **Bylaws.** The bylaws of the Survivor, as in force and effect at the Effective Time, will be the bylaws of the Survivor and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the FBOA.

5. **Directors and Officers.** The directors and officers in office of the Survivor, upon the Effective Time of the merger, shall be the members of the Board of Directors and the officers of the Survivor, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Survivor.

(((H09000213043 3)))

FILED

09 OCT -5 AM 9:01
CLERK OF DISTRICT COURT
TREASURY OF STATE
TALLAHASSEE, FLORIDA

(((H09000213043 3)))

6. Disposition of Shares, Other Interests & Membership Interests. Upon the Effective Time, by virtue of the merger and without any action on the part of the Parties, each issued and outstanding share of common stock of AMERICAN CASH FLOW CORPORATION, being 100 in number, shall be canceled because DYNETECH TRAINING & SIMULATION CORPORATION owns 100% of its shares, and same shall not be replaced; each issued and outstanding share of common stock of DYNETECH TRAINING & SIMULATION CORPORATION, being 100 in number, shall be cancelled and, because TELLIGENIX CORPORATION owns 100% of said shares, same shall not be replaced; each issued and outstanding share of common stock of THE B2G GROUP, INCORPORATED, being 100 in number, shall be cancelled and, because DYNETECH CORPORATION owns 100% of said shares, same shall not be replaced; each issued and outstanding share of common stock of BUSINESS SKILLS CORPORATION, being 100 in number, shall be cancelled and, because TELLIGENIX CORPORATION owns 100% of said shares, same shall not be replaced; each issued and outstanding share of common stock of MYMEDIWORKS.COM CORPORATION, being 100 in number, shall be cancelled and, because DYNETECH CORPORATION owns 100% of said shares, same shall not be replaced; each issued and outstanding share of common stock of DYNETECH CORPORATION, being 41,619,174.18 in number, shall be cancelled and replaced with an equal number of shares of fully paid and non-assessable shares of common stock of TELLIGENIX CORPORATION; each issued and outstanding Warrant of DYNETECH CORPORATION, being 7,927,841 in number, shall be cancelled and replaced with an equal number of Warrants of TELLIGENIX CORPORATION; each issued and outstanding Option of DYNETECH CORPORATION, being 1,603,550 in number, shall be cancelled and replaced with an equal number of Options of TELLIGENIX CORPORATION; all partnership interests in TWG, LLP, being 2 in number, shall be cancelled and, because DYNETECH ACQUISITION I, LLC and DYNETECH ACQUISITION II, LLC are the sole partners thereof, same shall not be replaced; each issued and outstanding membership interest in DYNETECH ACQUISITION I, LLC, being one (1) in number, shall be cancelled and, because DYNETECH CORPORATION owns 100% of said membership interests, same shall not be replaced; and each issued and outstanding membership interest in DYNETECH ACQUISITION II, LLC, being one (1) in number, shall be cancelled and, because DYNETECH CORPORATION owns 100% of said membership interests, same shall not be replaced.

7. Authorized Shares. Following the merger, the number of authorized shares of TELLIGENIX CORPORATION shall be ONE HUNDRED EIGHTY MILLION (180,000,000) shares, consisting of two classes: One Hundred Twenty Million (120,000,000) shares of common Stock with a par value of \$0.001667 per share, and Sixty Million (60,000,000) shares of Preferred Stock with a par value of \$0.006777 per share, and the number of issued and outstanding shares shall be 41,619,174.18 common shares, with a par value of \$0.001667, all of which shares are entitled to vote.

8. Warrants. With respect to each warrant to purchase shares of common stock, par value \$0.001667 per share of DYNETECH CORPORATION, outstanding as of the Effective Time, the holder of such warrant, on the exercise thereof as provided therein at any time after the Effective Time, shall receive, in lieu of the common stock of DYNETECH CORPORATION issuable on such exercise prior to the Effective Time, the common stock of the Survivor to which such holder would have been entitled upon the Effective Time if such holder had so exercised such warrant immediately prior thereto.

9. Options. With respect to each option to purchase shares of common stock, par value \$0.001667 per share of DYNETECH CORPORATION, outstanding as of the Effective Time, the holder of such option, on the exercise thereof as provided therein at anytime after the Effective Time, shall receive, in lieu of the common stock of DYNETECH CORPORATION issuable on such exercise prior to the Effective Time, the common stock of the Survivor to which such holder would have been entitled upon the Effective Time if such holder had so exercised such option immediately prior thereto.

10. Continuation of Rights and Obligations. At and after the Effective Time, the Survivor shall possess all rights, privileges, powers and franchises of the Merging Corporations and the Merging

(((H09000213043 3)))

FILED

09 OCT -5 AM 9:01

(((H09000213043 3)))

LLCs. All property, real, personal, and mixed, all debts due on whatever account, all other things and actions, and every other interest of or belonging to the Merging Corporations and the Merging LLCs shall be vested in the Survivor without further action. At and after the Effective Time, the Survivor shall assume and be liable for all liabilities and obligations of the Merging Corporations and the Merging LLCs as if those liabilities and obligations had been incurred by the Survivor.

11. Fees and Franchise Taxes. The Survivor shall be responsible for the payment of all fees and franchise taxes required to be paid by law to the State of Florida that are due and owing, or that may become due and owing, by the Merging Corporations and the Merging LLCs, and the Survivor will be obligated to pay such fees and franchise taxes if the same are not timely paid.

12. Shareholder Approval, Dissent. Shareholder approval is not required by the provisions of the FBOA. Shareholders of the Merging Corporations who, except for the applicability of Section 607.1104, Florida Statutes to this Agreement and Plan of Merger and the transactions contemplated herein, and who dissent from the merger pursuant to Section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of the FBOA regarding appraisal rights, to be paid the fair value of their shares.

13. Waiver of Notice. Each shareholder of AMERICAN CASH FLOW CORPORATION, DYNETECH TRAINING & SIMULATION CORPORATION, THE B2G GROUP, INCORPORATED, BUSINESS SKILLS CORPORATION, MYMEDIWORKS.COM CORPORATION, and each Manager and owner of DYNETECH ACQUISITION I, LLC and DYNETECH ACQUISITION II, LLC, and each partner of TWG, LLP has waived the mailing of notice requirement set forth in Section 607.1104(2), Florida Statutes.

14. Subsequent Action. In the event that this Agreement shall have been authorized by duly adopted resolutions in the manner prescribed by the provisions of the FBOA, the Merging Corporations, the Merging LLCs, the merging LLP, and the Survivor hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts in the State of Florida and elsewhere to effectuate the merger, subject, however, to any provision or provisions contained hereinafter for abandoning the merger before or after the authorization thereof by the shareholders of the Merging Corporations the Members and owners of the Merging LLCs, and the partners of the Merging LLP, if required.

15. Termination. This Agreement may be terminated at any time prior to the Effective Time by any of the Parties.

16. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified, and supplemented in any and all respects by written agreement of the respective Boards of Directors/Managers of the Parties (or by their respective officers authorized by such Boards of Directors/Managers) at any time prior to the Effective Time with respect to any of the terms contained herein.

17. Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

(((H09000213043 3)))

FILED

OCT-5 AM 9:01
CLERK OF DISTRICT COURT
HASTEE, FLORIDA

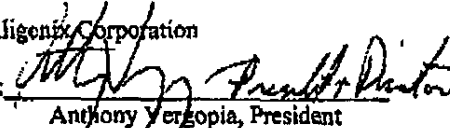
((H09000213043 3)))

19. Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws rules thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

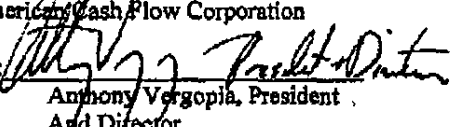
"Survivor"

Telligenix Corporation

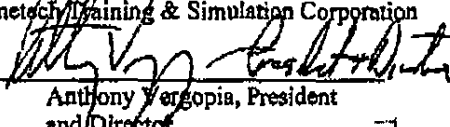
By: 
Anthony Vergopia, President
and Director

"Merging Corporations"

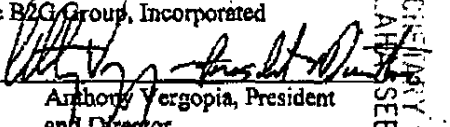
American Wash & Flow Corporation

By: 
Anthony Vergopia, President
And Director

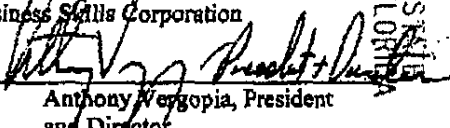
Dynetech Training & Simulation Corporation

By: 
Anthony Vergopia, President
and Director

The B2G Group, Incorporated

By: 
Anthony Vergopia, President
and Director

Business Skills Corporation

By: 
Anthony Vergopia, President
and Director

Mymediaworks.com Corporation

By: 
Anthony Vergopia, President
and Director

Dynetech Corporation

By: 
Laurence J. Pao, President
and Director

09 OCT -5 AM 9:01
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

FILED

((H09000213043 3)))

((H09000213043 3)))

Dynetech Services Corporation

By: 
Patricia Wilson, Secretary

"Merging LLCs"

Dynetech Acquisition I, LLC

By: 
Craig Nickerson, President
and Manager

Dynetech Acquisition II, LLC

By: 
Craig Nickerson, President
and Manager

"Merging LLP"

TWG, LLP

By: Dynetech Acquisition, LLC and
Dynetech Acquisition II, LLC, Its
General Partners

By: 
Craig Nickerson, President and Manager

FILED
09 OCT -5 AM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

((H09000213043 3)))