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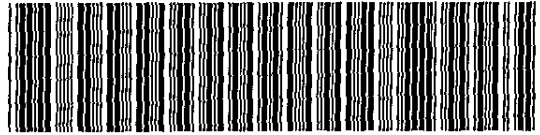
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CLERK OF STATE
TALLAHASSEE, FLORIDA

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STINSON
MORRISON
HECKER LLP

Jody L. Oliver
(602) 212-8583
joliver@stinsonmoheck.com
www.stinsonmoheck.com

1850 North Central Avenue
Suite 2100
Phoenix, AZ 85004-4584
Tel (602) 279-1600
Fax (602) 240-6925

August 11, 2003

Department of State
Amendment Section, Div. of Corporations
Attn: Pam Smith
P. O. Box 6327
Tallahassee, FL 32314


Re: Definity, Inc./Definity Software Corporation

Dear Ms. Smith:

Enclosed is our firm check in the amount of \$35.00 in payment of the remaining fees due for filing the Articles of Amendment and Merger for the above corporations. Should you have any questions please feel free to contact me.

Sincerely,

STINSON MORRISON HECKER LLP


Jody L. Oliver
Paralegal

JO:jlo

KANSAS CITY
OMAHA
OVERLAND PARK
PHOENIX
ST. LOUIS
WASHINGTON, D.C.
WICHITA

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Definity Software Corporation
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jody Oliver
(Name of person)

Stinson Morrison Hecker LLP
(Name of firm/company)

1850 N. Central Ave., Suite 2100
(Address)

Phoenix, AZ 85004-4584
(City/state and zip code)

For further information concerning this matter, please call:

Jody Oliver at (602) 212-8583
(Name of person) (Area code & daytime telephone number)

☐ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER
(Profit Corporations)

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

CLERK OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Definity Software Corporation</u>	<u>Arizona</u>	<u>1085298-0</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Definity, Inc.</u>	<u>Florida</u>	<u>P0200096337</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 July 31, 2003.

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 July 31, 2003.

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)

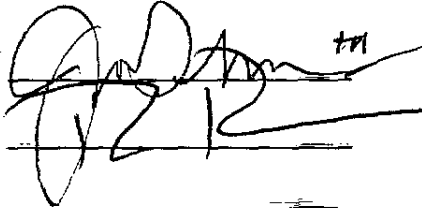
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

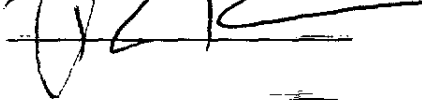
Typed or Printed Name of Individual & Title

Definity Software Corporation

 TH

Joseph T. Donaldson III, President

Definity, Inc.



Richard J. Rempe, President

PLAN OF MERGER AND
AMENDMENT TO ARTICLES OF INCORPORATION

This PLAN OF MERGER AND AMENDMENT TO ARTICLES OF INCORPORATION (this "Plan") is made as of the 31st day of July, 2003, by and between Definity, Inc., a Florida corporation ("Definity, Inc."), and Definity Software Corporation, an Arizona corporation ("Definity Software"). Definity, Inc. and Definity Software are sometimes collectively referred to herein as the "Corporations".

RECITALS:

Definity, Inc. and Definity Software have determined that it is their mutual best interest to merge (the "Merger").

The authorized capital stock of Definity, Inc. consists of twenty thousand (20,000) shares of common stock, no par value (the "Definity, Inc. Common Stock"), of which Two Thousand 722 (2000) shares are issued and outstanding.

The authorized capital stock of Definity Software consists of Ten Thousand (10,000) shares of common stock, no par value (the "Definity Software Common Stock"), of which Five Hundred (500) shares are issued and outstanding..

The Boards of Directors of Definity, Inc. and Definity Software by resolutions duly adopted have approved the terms of this Plan of Merger and have directed the submission of this Plan to the stockholders of the Corporations for approval.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, and provisions herein contained, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 At the Effective Date as defined in Section 4.1 hereof, Definity, Inc. shall be merged with and into Definity Software which shall be the surviving corporation. The corporate existence of Definity Software with all its purposes, powers, and objects shall continue unaffected and unimpaired by the Merger and Definity Software as it shall be constituted after the Effective Date is herein called the "Surviving Corporation." The Surviving Corporation shall, from and after the Effective Date, possess all of the rights, privileges, powers, and franchises of a public, as well as a private, nature and be subject to and liable for all the restrictions, disabilities, debts, liabilities, obligations, penalties and duties of each of the Corporations and all of the rights, privileges, powers, and franchises of each of the Corporations in all property, real, personal, or mixed, and all debts due either of the Corporations on whatever account, including stock subscriptions and other things in action and all or every other interest of

or belonging to either of the Corporations shall be vested in the Surviving Corporation without further act or deed; and the title to any real estate, whether vested by deed or otherwise in either of the Corporations, shall not revert or be in any way impaired by reason of the Merger, and no liability or obligation due or to become due at the Effective Date or any claim or demand for any cause then existing or action or proceeding pending by or against either of the Corporations or any shareholder, officer or director thereof shall be released or impaired by the Merger; and all rights of creditors and liens upon property, of either of the Corporations, shall be preserved unimpaired, all in accordance with, and with the effect stated in Section 10-1101, *et. seq.* of the Arizona Revised Statutes, as amended. The separate existence and corporate organization of Definity, Inc. shall cease upon the Effective Date and thereupon Definity, Inc. and Definity Software shall be a single corporation, Definity Software.

1.2 If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further assignment, assurances in law, or any other things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Corporation, the title to any property or right of Definity, Inc. acquired or to be acquired by reason of or as a result of the Merger, Definity, Inc. and its proper officers and directors will, upon notice, execute and deliver such proper deeds, assignments, and assurances reasonably requested by the Surviving Corporation and do all things necessary or advisable to vest, perfect, or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the intent and purposes of this Plan and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Definity, Inc. or otherwise to take any and all such action.

ARTICLE II

ARTICLES OF INCORPORATION; BYLAWS; BOARD OF DIRECTORS; OFFICERS

2.1 The Articles of Incorporation of Definity Software as in effect at the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until the same shall be amended as provided by law.

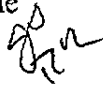
2.2 The Bylaws of Definity Software as in effect at the Effective Date shall be the Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended, or repealed in accordance with law, the Articles of Incorporation of the Surviving Corporation, or said Bylaws.

2.3 From and after the Effective Date the officers and directors of Definity Software, immediately prior to the Effective Date shall serve in their respective capacities as the officers and directors of the Surviving Corporation, each to serve until his respective successor shall have been duly elected and qualified.

2.4 The laws which are to govern the Surviving Corporation are the laws of the State of Arizona.

ARTICLE III

CONVERSION OF SHARES

3.1 At the Effective Date each one (1) share of Definity, Inc. Common Stock issued and outstanding immediately prior to the Effective Date then held by each Definity, Inc. shareholder of record shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into ~~ten~~ (10) share of Definity Software Common Stock. 

3.2 All agreements of any kind governing the Definity, Inc. Common Stock are revoked by Definity, Inc. and Definity Software and their respective shareholders at the Effective Date, and shall not apply to or burden the Definity Software Common Stock.

3.3 Within a reasonable time after the Effective Date, each holder of Definity, Inc. Common Stock prior to the Merger shall surrender to the Surviving Corporation each certificate (the "Certificates") representing such Definity, Inc. Common Stock prior to the Merger and shall receive in exchange therefor a certificate or certificates representing the shares of stock of the Surviving Corporation into which such Definity, Inc. Common Stock shall have been converted. Except as otherwise provided by law, at and after the Effective Date, each holder of a Certificate shall cease to have any rights as a shareholder of Definity, Inc., except for the right to surrender such Certificate in exchange for shares of stock of the Surviving Corporation as provided herein.

ARTICLE IV

PROCEDURE TO EFFECT MERGER

4.1 The term "Effective Date" as used herein shall mean the date the Articles of Merger are filed with the Arizona Corporation Commission as provided in Section 4.3 below. Each of the Corporations hereby agrees to do promptly all of such acts, and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it.

4.2 Prior to the Effective Date this Plan may be terminated by the mutual consent of the Boards of Directors of the Corporations whether before or after approval of this Plan by the stockholders of the Corporations.

4.3 A copy of this Plan and Articles of Merger with respect thereto shall be filed in the office of the Corporation Commission of the State of Arizona and in the office of the Department of State of the State of Florida. Duplicate copies of this Plan, certified by the appropriate authorities, if necessary or desirable, shall be filed or recorded in such other offices or places as shall be required by the laws of the State of Florida and the State of Arizona.

ARTICLE V

AMENDMENT TO ARTICLES OF INCORPORATION

5.1 Article IV. Authorized Capital to the Articles of Incorporation for Definity Software Corporation shall be amended as follows and is effective as of the Effective Date:

The Corporation shall have the authority to issue one hundred thousand (100,000) shares of voting common stock without par value. Said voting common stock may be issued for such consideration as determined from time to time by the Board of Directors, and said consideration shall be paid in at such times and upon such conditions as the Board of Directors may direct, either in cash or by services actually rendered to the Corporation, or by real or personal or mixed property transferred to it. The determination of the Board of Directors as to the value of any property or services received by the Corporation in exchange for stock shall be conclusive.

ARTICLE VI

MISCELLANEOUS

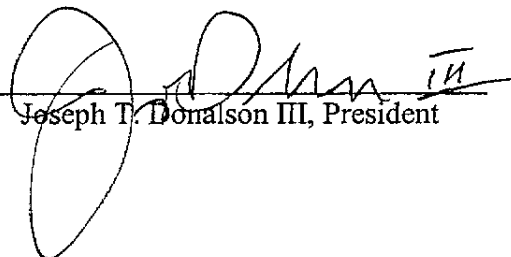
6.1 This Plan may be executed in several counterparts each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement between the parties hereto.

6.2 Except as otherwise provided in this Plan, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, firm or corporation, other than the Corporations or their respective successors and assigns, any rights or remedies under or by reason of this Plan.


6.3 This Plan and legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, each of the Corporations has caused this Plan of Merger to be signed in its corporate name by its duly authorized officers all as of the date first written above.

DEFINITY SOFTWARE CORPORATION,
an Arizona corporation

By 
Joseph T. Donalson III, President

DEFINITY, INC.,
a Florida corporation

By 
Richard J. Rempe, President