

P030000007575

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

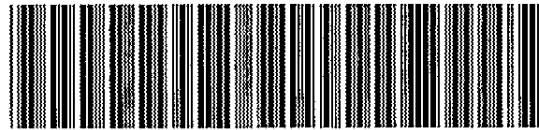
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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Office Use Only



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03 FEB -5 PM 4:36  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
FEB 11 2003  
STATE  
OFFICE OF  
REGISTRARS

T BROWN FEB - 6 2003

Mergel

SPIEGEL & UTRERA, P.A.  
 (Requestor's Name)  
 1840 CORAL WAY, 4<sup>TH</sup> FLOOR  
 (Address)  
 MIAMI, FL 33145 (305) 854-6000  
 (City, State, Zip) (Phone #)

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Business Blueprints Inc.  
 (Corporation Name) (Document #)
2. \_\_\_\_\_  
 (Corporation Name) (Document #)
3. \_\_\_\_\_  
 (Corporation Name) (Document #)
4. \_\_\_\_\_  
 (Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time \_\_\_\_\_ ☐ Certified Copy
- ☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Ken Detzner  
Secretary of State

February 4, 2003

SPIEGEL & UTRERA, P.A.  
1840 CORAL WAY, 4TH FLOOR  
MIAMI, FL 33145

SUBJECT: BUSINESS BLUEPRINTS, INC.  
Ref. Number: P03000007575

We have received your document for BUSINESS BLUEPRINTS, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please include the exhibit(s) referred to in your document.

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) 245-6869.

Teresa Brown  
Document Specialist

Letter Number: 003A00007453

RECEIVED  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

03 FEB 15 PM 4:05

RECEIVED

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

BUSINESS BLUEPRINTS, INCORPORATED, a California entity not qualified in  
Florida

INTO

**BUSINESS BLUEPRINTS, INC.**, a Florida entity, P03000007575.

File date: February 5, 2003

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER  
OF  
BUSINESS BLUEPRINTS, INCORPORATED,  
a California corporation  
into  
BUSINESS BLUEPRINTS, INC.,  
a Florida corporation**

FILED  
03 FEB -5 PM 4:36  
TALLAHASSEE FLORIDA  
SECRETARY OF STATE

**ARTICLES OF MERGER** between **BUSINESS BLUEPRINTS, INC.,** a Florida corporation ("Surviving Corporation") and **BUSINESS BLUEPRINTS, INCORPORATED,** a California corporation ("Nonsurviving Corporation").

Pursuant to §607.1105 of the Florida Statutes, the Surviving Corporation and the Nonsurviving Corporation adopt the following Articles of Merger:

**ARTICLE - 1**

The name of the Surviving Corporation has not been changed as a result of the Merger. The name of the corporation surviving the Merger is:

**BUSINESS BLUEPRINTS, INC.,  
a Florida corporation**

**ARTICLE - 2**

The Surviving Corporation is a domestic corporation, incorporated in the State of Florida on January 22, 2003.

**ARTICLE - 3**

The name of the Nonsurviving Corporation is:

**BUSINESS BLUEPRINTS, INCORPORATED,  
a California corporation**

**ARTICLE - 4**

The state of domicile of the Nonsurviving Corporation is the State of California and the date of incorporation of the Nonsurviving Corporation is October 24, 1996.

**ARTICLE - 5**

The Agreement of Merger and Plan of Reorganization dated the 29<sup>th</sup> day of January, 2003, between Surviving Corporation and the Nonsurviving Corporation was adopted by the Board of Directors of the Surviving Corporation as of the 29<sup>th</sup> day of January, 2003 and approved by the Shareholders of the

Surviving Corporation as of the 29<sup>th</sup> day of January, 2003 pursuant to §607.1103(1) of the Florida Statutes and was adopted by the Board of Directors of the Nonsurviving Corporation as of the 29<sup>th</sup> day of January, 2003 and approved by the Shareholders of the Nonsurviving Corporation as of the 29<sup>th</sup> day of January, 2003 pursuant to §607.1103(1) of the Florida Statutes.

#### ARTICLE - 6

Pursuant to the Agreement of Merger and Plan of Reorganization, all issued and outstanding shares of the Nonsurviving Corporation's stock will be acquired by means of a merger of the Nonsurviving Corporation into the Surviving Corporation (hereinafter the "Merger").

#### ARTICLE - 7

The Agreement of Merger and Plan of Reorganization as approved is on file at the principal place of business of the Surviving Corporation at 15502 Lake Magdalene Boulevard, Tampa, Florida 33613 and is attached as Exhibit "A" and incorporated by reference as if fully set forth.

#### ARTICLE - 8

The Surviving Corporation shall furnish a copy of the Agreement of Merger and Plan of Reorganization on request and without cost to any Shareholder of any such merging corporation.

#### ARTICLE - 9

Pursuant to §607.1105(1)(b) of the Florida Statutes, the date and time of the effectiveness of the Merger shall be upon the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this 29<sup>th</sup> day of January, 2003.

**BUSINESS BLUEPRINTS, INC., a Florida corporation**

By: 

James H. Wheeler, President

By: 

James H. Wheeler, Secretary

**BUSINESS BLUEPRINTS, INCORPORATED, a California corporation**

By: 

James H. Wheeler, President

By: 

James H. Wheeler, Secretary

## **AGREEMENT OF MERGER AND PLAN OF REORGANIZATION**

**THIS AGREEMENT AND PLAN OF REORGANIZATION** (this "Agreement"), dated this 29th day of January, 2003 by and between **BUSINESS BLUEPRINTS, INC.**, a Florida corporation (hereinafter, "FLORIDA") and **BUSINESS BLUEPRINTS, INCORPORATED**, a California corporation (hereinafter, "CALIFORNIA"), (collectively the "Constituent Corporations").

### **WITNESSETH:**

**WHEREAS**, FLORIDA and CALIFORNIA have reached an agreement for the merger of CALIFORNIA with and into FLORIDA (the "Merger") in accordance with the applicable provisions of the laws of the States of California and Florida.

**WHEREAS**, FLORIDA and CALIFORNIA wish to enter into this definitive agreement setting forth the terms and conditions of the Merger. For federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code").

**NOW THEREFORE**, for and in consideration of the foregoing and of the mutual covenants, agreements, representations and warranties hereinafter contained, FLORIDA and CALIFORNIA hereby agree as follows:

### **ARTICLE I TRANSACTIONS AND TERMS OF MERGER**

1.1 **Merger.** Subject to the terms of this Agreement, on the Effective Date (as defined in Section 1.2), CALIFORNIA shall be merged with and into FLORIDA, and the separate existence of CALIFORNIA shall thereupon cease, all in accordance with the applicable provisions of the Florida Business Corporation Act ("FBCA"). FLORIDA shall be the surviving corporation of the Merger (sometimes referred to herein as the "Surviving Entity") and shall continue to be governed by the FBCA and the separate corporate existence of FLORIDA and all of its rights, privileges, immunities and franchises, public and private, and all of its duties and liabilities as a corporation organized under the FBCA, will continue unaffected by the Merger. All rights and obligations, and all assets and liabilities of CALIFORNIA, possessed by it at the Effective Date shall be transferred to, assumed by and vested in the Surviving Entity.

1.2 **Effective Time of Merger.** Upon the adoption of this Agreement by Constituent Corporations' Board of Directors and the execution of this Agreement, CALIFORNIA and FLORIDA shall cause their respective President and Secretary to execute Articles of Merger in the form attached hereto and upon such execution, this Agreement shall be deemed incorporated by reference into the Articles of Merger as if fully set forth therein and shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by the Surviving Entity to the Florida Department of State. In such form as required by, and executed in accordance with, the relevant provisions of the FBCA, the Articles of Merger shall specify the "Effective Date", which shall be the filing date of the Articles as specified herein. Notwithstanding the foregoing, the parties hereto agree that upon the filing of the Articles of Merger, the transactions contemplated by this Agreement shall be deemed for all economic purposes to have been effective as of the close of business on December 31, 2002.

1.3 **Articles of Incorporation.** From and after the Effective Date, and until thereafter amended as provided by law, the Articles of Incorporation of FLORIDA as in effect immediately prior to the Effective Date shall continue to be, without any changes, the Articles of Incorporation of the Surviving Entity until further amended as permitted by Law.

1.4 **Bylaws.** From and after the Effective Date, and until thereafter amended as provided by law, the Bylaws of FLORIDA as in effect immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Entity.

1.5 **Directors and Officers.** On the Effective Date, the persons who are serving as the officers and directors of FLORIDA immediately prior to the Effective Date shall become the officers and directors, respectively, of the Surviving Entity. Such persons shall serve until their successors have been elected and qualified in accordance with law and the Articles of Incorporation and Bylaws of the Surviving Entity.

1.6 **Manner and Basis of Converting Shares.** On the Effective Date, the 300 issued and outstanding shares of common stock, \$1.00 par value, of CALIFORNIA, the same being all of the issued and outstanding shares of CALIFORNIA stock, shall, in the aggregate and by virtue of the Merger and without any action on the part of the holder thereof, be converted into an aggregate of 300 fully paid and nonassessable shares of the common stock, \$1.00 par value, of the Surviving Entity. Upon the effective date, THREE HUNDRED SHARES shall represent all of the issued and outstanding shares in the common stock of the Surviving Entity. Fractional shares of Surviving Entity's stock will not be issued. None of the former holders of CALIFORNIA stock owned fractional shares.

1.7 **Satisfaction of Rights of CALIFORNIA Shareholders.** All shares of Surviving Entity's stock into which shares of CALIFORNIA stock have been converted pursuant to this Agreement shall be deemed to have been paid in full satisfaction of such converted shares.

1.8 **Time and Place of Closing.** The closing of the transactions contemplated hereby (the "Closing") shall take place at 9:00 o'clock A.M. on January 29, 2003, or as soon as practicable thereafter as the conditions set forth herein are satisfied or waived and contemporaneously with the filing of the Articles of Merger, at the offices of 15502 Lake Magdalene Boulevard, Tampa, Florida 33613, or at such other location as the parties may agree in writing. The date on which the Closing occurs is referred to as the "Closing Date".

## **ARTICLE II REPRESENTATIONS AND WARRANTIES OF CALIFORNIA**

CALIFORNIA hereby represents and warrants to FLORIDA as follows:

2.1 **Organization and Standing.** CALIFORNIA is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full corporate power to conduct its business as it is now being conducted. Copies of the Articles of Incorporation and Bylaws of CALIFORNIA have been delivered to FLORIDA, and such copies are complete and correct and in full force and effect on the date of this Agreement.

2.2 **No Conflict With Other Documents.** Neither the execution and delivery of this Agreement nor the carrying out of the transactions contemplated hereby will result in any violation, termination or modification of, or be in conflict with, CALIFORNIA's Articles of Incorporation or Bylaws, any terms of any contracts or other instruments to which CALIFORNIA is a party, or any judgment, decree or order applicable to CALIFORNIA, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of CALIFORNIA.

2.3 **Authority.** The execution, delivery and performance of this Agreement by CALIFORNIA has been duly authorized by virtue of a resolution adopted at a meeting of the Board of Directors of CALIFORNIA and this Agreement is a valid, legally binding and enforceable obligation of CALIFORNIA.

2.4 **Authorization for Shares.** On the Closing Date the shares of CALIFORNIA Common Stock referred to in Section 1.6 of this Agreement will have been duly authorized and have been legally and validly issued and will be fully paid and nonassessable and no stockholder of CALIFORNIA will have any preemptive right of subscription or purchase in respect thereof.

2.5 **Capitalization.** CALIFORNIA's authorized capital stock consists of (i) 1,000 shares of common stock, \$1.00 par value, per share, of which 300 were issued and outstanding as of December 31, 2002. Since December 31, 2002, no shares of common stock of CALIFORNIA have been issued. There are no existing options, warrants, calls, subscriptions, or other rights or other agreements or commitments obligating CALIFORNIA to issue, transfer or sell any shares of CALIFORNIA's capital stock. There are no voting trusts or other agreements or understandings to which CALIFORNIA is a party with respect to the voting of capital stock of CALIFORNIA.



## **2.6 Tax Matters.**

(a) All tax returns required to be filed by CALIFORNIA before the date hereof with respect to any of its income, properties or operations, are in all material respects true, complete and correct and have been duly filed in a timely manner, and all taxes required to have been paid in connection with such tax returns have been paid, except where the failure to so file or pay would not have a Material Adverse Effect upon the financial condition, business or operations of CALIFORNIA, taken as a whole.

(b) CALIFORNIA has not taken or agreed to take any action that would prevent the Merger from constituting a reorganization qualifying under the provisions of Section 368(a)(1)(F) of the Code.

(c) CALIFORNIA is not an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code.

(d) CALIFORNIA is not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

**2.7 Litigation.** There are no claims, actions, suits, proceedings or investigations pending or, to the knowledge of CALIFORNIA, threatened against CALIFORNIA.

**2.8 Title to Property.** CALIFORNIA has good and defensible title to all of its properties and assets, free and clear of all liens, charges and encumbrances.

## **ARTICLE III REPRESENTATIONS AND WARRANTIES OF FLORIDA**

FLORIDA hereby represents and warrants to CALIFORNIA as follows:

**3.1 Organization and Standing.** FLORIDA is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power to carry on its respective business as it is now being conducted. FLORIDA has no subsidiaries. In addition, FLORIDA does not own, directly or indirectly, any capital stock or equity securities of any corporation or have any direct or indirect equity or other ownership interest in any other business. Copies of the charter documents and bylaws of FLORIDA have been delivered to CALIFORNIA, and such copies are complete and correct and in full force and effect.

**3.2 Capitalization of FLORIDA.** FLORIDA'S entire authorized capital stock consists of 1,000 shares of common stock, \$1.00 par value, of which 300 are issued and outstanding and owned of record and beneficially owned by James H. Wheeler. All such shares of FLORIDA Common Stock have been duly and validly issued and are fully paid, non-assessable and free of any preemptive rights. FLORIDA is not a party to or bound by any options, calls, contracts or commitments of any character relating to any issued or unissued stock or any other equity security issued or to be issued by FLORIDA.

**3.3 FLORIDA'S Authority.** The execution, delivery and performance of this Agreement by FLORIDA has been duly authorized by virtue of a resolution adopted at a meeting of the Board of Directors of FLORIDA and this Agreement is a valid, legally binding and enforceable obligation of FLORIDA.

**3.4 No Pending Transactions.** Except for the transactions contemplated by this Agreement, FLORIDA is not a party to or bound by or the subject of any agreement, undertaking or commitment (i) to merge or consolidate with, or acquire all or substantially all of the property and assets of, any other corporation or person, or (ii) to sell, lease or exchange any of its property and assets to any other corporation or person other than transactions which are in the ordinary course of business. Except for the transactions contemplated by this Agreement, FLORIDA sole shareholder is not a party to or bound by or the subject of any agreements, undertaking or commitment to sell or otherwise transfer any of the FLORIDA Common Stock.

#### **ARTICLE IV MISCELLANEOUS**

4.1 **Filing of Articles of Merger.** The Articles of Merger shall be filed with the Secretary of State of the State of Florida, in such form as required by, and executed in accordance with, the relevant provisions of, the FBCA.

4.2 **Supplemental Action.** If at any times after the Effective Date, Surviving Entity shall determine that any further filings, conveyances, agreements, documents, instruments and assurances or any further action is necessary or desirable to carry out the provisions of this Agreement, the appropriate officers of Surviving Entity or CALIFORNIA, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of Surviving Entity, any and all proper conveyances, agreements, documents, instruments and assurances and perform all necessary or proper acts, to vest, perfect, confirm or record such title thereto in Surviving Entity, or to otherwise carry out the provisions of this Agreement.

4.3 **Delivery of Stock Certificates.** The certificates representing all of the outstanding CALIFORNIA Common Stock shall be delivered at the Closing in proper form for cancellation.

4.4 **Amendment and Waiver.** Any of the terms or conditions of this Agreement may be waived at any time by the one of the Constituent Corporations which is, or the Shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the vote of the Shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with the relevant provision(s) of the FBCA.

4.5 **Termination.** At any time before the Effective Date (whether before or after filing of Articles of Merger), this Agreement may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the Shareholders of the respective Constituent Corporations.

4.6 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, agreements and understandings, whether oral or written, with respect to its subject matter.

4.7 **Modification.** No change or modification of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by its terms.

4.8 **Severability.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.

4.9 **Benefits; Binding Effects.** This Agreement shall be binding upon and shall operate for the benefit of the Parties hereto, their Shareholders and their respective executors, administrators, successors, and assigns.

4.10 **Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Agreement, the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of the Surviving Entity.

4.11 **Notices.** Any notice, demand or other communication required or permitted by this Agreement must be in writing and shall be deemed to have been given and received:

4.11.1 if delivered by overnight delivery service or messenger, when delivered, or

- 4.1 if mailed, on the third business day after deposit in the United States mail, certified or registered postage prepaid, return receipt requested, or
- 4.1 if faxed, telexed or telegraphed, twenty-four hours after being dispatched by fax, telegram or telex; in every case addressed to the party to be notified as follows:

If to FLORIDA:

BUSINESS BLUEPRINTS, INC.  
15502 Lake Magdalene Boulevard  
Tampa, Florida 33613  
Telephone Number: 813-264-9400  
Attention: James H. Wheeler, President

If to CALIFORNIA:

BUSINESS BLUEPRINTS, INCORPORATED  
2102 Business Center Drive  
Irvine, California 92612  
Telephone Number: 949-253-4194  
Attention: James H. Wheeler, President

4.1 **By-Laws.** In the event of any conflicts between the terms and conditions of the By-Laws of the Surviving Entity and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern.

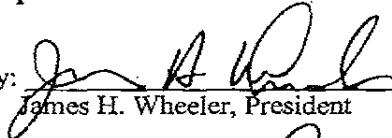
4.1 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

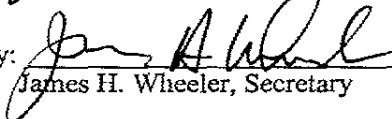
4.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

4.1 **Facsimile Copy.** A facsimile copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

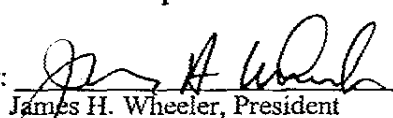
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

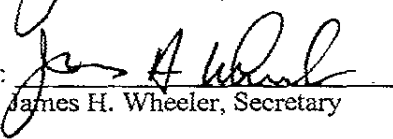
**BUSINESS BLUEPRINTS, INC., a Florida corporation**

By:   
James H. Wheeler, President

By:   
James H. Wheeler, Secretary

**BUSINESS BLUEPRINTS, INCORPORATED, a California corporation**

By:   
James H. Wheeler, President

By:   
James H. Wheeler, Secretary

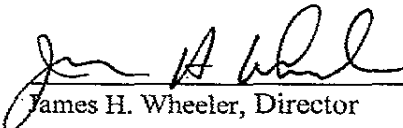
**WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS**  
**OF**  
**BUSINESS BLUEPRINTS, INCORPORATED**

We, the undersigned, being all the Directors of the above named Corporation hereby agree and consent that the Special Meeting of the Board be held on the date and at the time and place stated below for the purpose of approving a plan of merger between BUSINESS BLUEPRINTS, INCORPORATED, a California corporation and BUSINESS BLUEPRINTS, INC., a Florida corporation wherein the Florida corporation BUSINESS BLUEPRINTS, INC. becomes the sole surviving corporation, and the transaction thereat of all such other business as may lawfully come before said meeting and hereby waive all notice of the meeting and any adjournment thereof.

Place of Meeting: 15502 Lake Magdalene Boulevard, Tampa, Florida 33613

Date of Meeting: January 29, 2003

Time of Meeting: 10:30 a.m.

  
James H. Wheeler, Director

Dated: January 29, 2003

**MINUTES OF SPECIAL MEETING OF DIRECTORS**

**OF**

**BUSINESS BLUEPRINTS, INCORPORATED**

The Special Meeting of the Board of Directors was held at 15502 Lake Magdalene Boulevard, Tampa, Florida 33613 on January 29, 2003, at 10:30 o'clock a.m.

The following were present:

James H. Wheeler

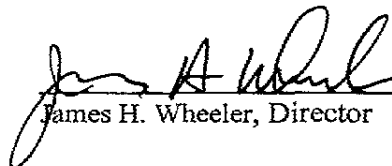
being a quorum and all of the Directors of the corporation.

Upon motion duly made, seconded and unanimously carried, it was

**RESOLVED** that **BUSINESS BLUEPRINTS, INCORPORATED**, a **California corporation** shall be merged into **BUSINESS BLUEPRINTS, INC.**, a **Florida Corporation** according to the attached Agreement of Merger and Plan of Reorganization and become effective as of the date of filing with the Florida Secretary of State.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

DATED: January 29, 2003

  
James H. Wheeler, Director

**WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS**

**OF**

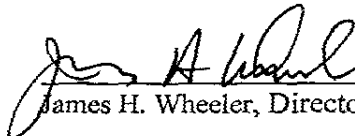
**BUSINESS BLUEPRINTS, INC.**

We, the undersigned, being all the Directors of the above named Corporation hereby agree and consent that the Special Meeting of the Board be held on the date and at the time and place stated below for the purpose of approving a plan of merger between BUSINESS BLUEPRINTS, INCORPORATED, a California corporation and BUSINESS BLUEPRINTS, INC., a Florida corporation wherein the Florida corporation BUSINESS BLUEPRINTS, INC. becomes the sole surviving corporation, and the transaction thereat of all such other business as may lawfully come before said meeting and hereby waive all notice of the meeting and any adjournment thereof.

Place of Meeting: 15502 Lake Magdalene Boulevard, Tampa, Florida 33613

Date of Meeting: January 29, 2003

Time of Meeting: 10:30 a.m.

  
James H. Wheeler, Director

Dated: January 29, 2003

**MINUTES OF SPECIAL MEETING OF DIRECTORS**  
**OF**  
**BUSINESS BLUEPRINTS, INC.**

The Special Meeting of the Board of Directors was held at 15502 Lake Magdalene Boulevard, Tampa, Florida 33613 on January 29, 2003, at 10:30 o'clock a.m.

The following were present:

James H. Wheeler

being a quorum and all of the Directors of the corporation.

Upon motion duly made, seconded and unanimously carried, it was

**RESOLVED** that **BUSINESS BLUEPRINTS, INCORPORATED**, a California corporation shall be merged into **BUSINESS BLUEPRINTS, INC.**, a Florida Corporation according to the attached Agreement of Merger and Plan of Reorganization and become effective as of the date of filing with Florida Secretary of State.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

DATED: January 29, 2003

  
James H. Wheeler, Director