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From:

Account Name : CORPORATION SERVICE COMPANY
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MERGER OR SHARE EXCHANGE

SPIRIT MERGER SUB, INC.

Certificate of Status	0
Certified Copy	0
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Merger

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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, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Spirit Merger Sub, Inc.	Delaware	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Spirit Connections, Inc.	Florida	

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 after merger file date.)

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 May 2, 2006

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 May 2, 2006

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)

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of May 2, 2006, by and between Spirit Connections, Inc., a Florida corporation (the "Florida Company"), and Spirit Merger Sub, Inc., a Delaware corporation (the "Delaware Company"),

WITNESSETH:

WHEREAS, the Florida Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and, on the date of this Agreement, has authority to issue one million (1,000,000) shares, comprised solely of shares of common stock, par value \$0.001 per share; and

WHEREAS, as of the date hereof the Florida Company had one million (1,000,000) shares of its common stock issued and outstanding; and

WHEREAS, the Delaware Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and, on the date of this Agreement, has authority to issue ten million (10,000,000) shares, comprised solely of ten million (10,000,000) shares of common stock, par value \$0.001 per share; and

WHEREAS, the Delaware Company currently has one thousand (1,000) shares of its common stock issued and outstanding, all of which are owned by the Florida Company; and

WHEREAS, the respective Boards of Directors of the Florida Company and the Delaware Company have determined that it is advisable and in the best interests of each such corporation that the Florida Company be merged with and into the Delaware Company upon the terms and subject to the conditions provided in this Agreement for the purpose of effecting a reincorporation of the Florida Company in the State of Delaware and have, by resolutions duly adopted, approved this Agreement and directed that it be submitted to a vote of their respective securityholders and executed by the undersigned officers:

NOW THEREFORE, the parties agree as follows:

ARTICLE 1**Definitions**

When used in this Agreement (and any Exhibit in which such terms are not otherwise defined) the following terms shall have the following meanings, respectively:

1.1 "Delaware Common Stock" shall mean shares of common stock, par value \$0.001 per share, of the Delaware Company.

1.2 "Delaware Law" shall mean the Delaware General Corporation Law as currently in effect on the date of this Agreement.

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1.3 "Effective Time" shall mean the date and time when the Merger shall have become effective, in accordance with Section 2.2.

1.4 "Florida Common Stock" shall mean shares of common stock, par value \$0.001 per share, of the Florida Company.

1.5 "Florida Law" shall mean the Florida Statutes as currently in effect on the date of this Agreement.

1.6 "Merger" shall mean the merger of the Florida Company with and into the Delaware Company.

1.7 "Surviving Corporation" shall mean the Delaware Company from and after the Effective Time.

ARTICLE 2

Merger

2.1 Filings and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(i) This Agreement and the Merger shall have been adopted and approved by the sole stockholder of the Delaware Company and the sole stockholder of the Florida Company and notice shall have been provided to the sole stockholder of the Florida Company in accordance with the requirements of Delaware Law and Florida Law;

(ii) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(iii) An executed Certificate of Merger shall have been filed with the Secretary of State of the State of Delaware; and

(iv) An executed Articles of Merger shall have been filed with the Secretary of State of the State of Florida.

2.2 Merger. The Merger shall become effective for the purposes of Delaware law when proper documentation has been filed with the Secretary of State of the State of Delaware in accordance with Section 2.1. The Merger shall become effective for the purposes of Florida Law as of the time it becomes effective in Delaware, once the Articles of Merger have been filed with the Secretary of State of the State of Florida in accordance with Section 2.1. When the Merger becomes effective, the Florida Company shall merge with and into the Delaware Company, the separate existence of the Florida Company shall cease, and the Delaware Company shall continue in existence under the Delaware Law.

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2.3 Effects. At the Effective Time:

(i) the Florida Company shall be merged with and into the Delaware Company and the separate existence of the Florida Company shall cease;

(ii) the Certificate of Incorporation of the Delaware Company in effect at the Effective Time shall continue as the Certificate of Incorporation of the Surviving Corporation, except that the name of the Surviving Corporation shall be changed to Spirit Connections, Inc. and Article I of the Certificate of Incorporation of the Delaware Company shall be amended in its entirety to read as follows:

The name of this corporation is Spirit Connections, Inc. (the "Corporation").

(iii) the Bylaws of the Delaware Company in effect at the Effective Time shall continue as the Bylaws of the Surviving Corporation;

(iv) each director of the Delaware Company who is not also a director of the Florida Company immediately prior to the Effective Time shall resign as a director of the Delaware Company, and each director of the Florida Company who is not a director of the Delaware Company immediately prior to the Effective Time shall automatically become a director of the Surviving Corporation;

(v) each officer of the Delaware Company who is not also an officer of the Florida Company immediately prior to the Effective Time shall resign as an officer of the Delaware Corporation and each officer of the Florida Company who is not serving in an equivalent capacity in the Delaware Company at the Effective Time shall at the Effective Time automatically assume an equivalent position with the Surviving Corporation;

(vi) each share of Florida Common Stock outstanding immediately prior to the Effective Time shall be converted into five (5) shares of Delaware Common Stock pursuant to Article 3 below;

(vii) without further transfer, act or deed, the separate existence of the Florida Company shall cease and the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of the Florida Company; and each and all of the rights, privileges, powers and franchises of the Florida Company, and all property, real, personal and mixed, and all debts due to the Florida Company on whatever account, stock subscriptions and other things in action or belonging to the Florida Company shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and each and every other interest of the Florida Company shall be thereafter as effectually the property of the Surviving Corporation as they were of the Florida Company, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in the Florida Company shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors of the Florida Company and all liens upon any property of the Florida Company shall be preserved unimpaired and all debts, liabilities and duties of the Florida Company shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

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2.4 Further Assurances. The Florida Company agrees that if, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to any property or rights of the Florida Company, the Surviving Corporation and its proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, in the name of the Florida Company or otherwise.

ARTICLE 3

Conversion of Shares

3.1 Conversion of Shares. At the Effective Time, Florida Common Stock shall be automatically converted into Delaware Common Stock as follows:

(i) each share of Florida Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one (1) share of Delaware Common Stock; and

(ii) each share of Delaware Common Stock issued and outstanding immediately prior to the Effective Time shall be canceled and retired and no shares shall be issued in the Merger in respect thereof.

3.2 Stock Certificates. At and after the Effective Time, all of the outstanding certificates that, immediately prior to the Effective Time, represent shares of Florida Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Delaware Common Stock into which the shares of Florida Common Stock formerly represented by such certificates have been converted as provided in this Agreement. The registered owner on the books and records of the Delaware Company or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Delaware Company or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Delaware Common Stock evidenced by such outstanding certificate as above provided.

3.3 Validity of Delaware Common Stock. All shares of Delaware Common Stock into which Florida Common Stock is to be converted pursuant to the Merger shall not be subject to any statutory or contractual preemptive rights, shall be validly issued, fully paid and nonassessable and shall be issued in full satisfaction of all rights pertaining to such Florida Common Stock.

3.4 Rights of Former Holders. From and after the Effective Time, no holder of certificates that evidenced Florida Common Stock immediately prior to the Effective Time shall have any rights with respect to the shares formerly evidenced by those certificates, other than to receive the shares of Delaware Common Stock into which such Florida Common Stock shall have been converted pursuant to the Merger.

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ARTICLE 4**Covenants To Be Performed Prior to Closing Date**

4.1 **Consents.** Each of the Florida Company and the Delaware Company shall use its best efforts to obtain the consent and approval of each person (other than stockholders of the Florida Company in their capacities as such) whose consent or approval shall be required in order to permit consummation of the Merger.

4.2 **Governmental Authorizations.** Each of the Florida Company and the Delaware Company shall cooperate in filing any necessary reports or other documents with any federal, state, local or foreign authorities having jurisdiction with respect to the Merger.

ARTICLE 5**Conditions**

5.1 **Conditions to Obligations of the Florida Company and the Delaware Company.** The obligations of the Florida Company and the Delaware Company to consummate the Merger are subject to satisfaction of the following conditions:

(i) **Authorization.** The holders of a majority of the Florida Common Stock shall have approved and adopted this Agreement and the Merger by written consent and notice shall have been provided to or waived by the stockholders of the Florida Company in accordance with Florida Law. All necessary action shall have been taken to authorize the execution, delivery and performance of this Agreement by the Florida Company and the Delaware Company. The Florida Company and the Delaware Company shall have full power and authority to consummate the Merger.

(ii) **Consents and Approvals.** All authorizations, consents and approvals (contractual or otherwise) of any state, federal, local or foreign government agency, regulatory body or official or any person (other than the Florida Company or the Delaware Company) necessary for the valid consummation of the Merger in accordance with this Agreement shall have been obtained and shall be in full force and effect.

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ARTICLE 6Miscellaneous

6.1 Waiver and Amendment. This Agreement may be amended by action of the respective Boards of Directors of the Florida Company and the Delaware Company without action by the respective stockholders and stockholders of the parties, except that (i) any amendments to Section 3.1 or (ii) any amendment changing the terms, rights, powers or preferences of Delaware Common Stock.

6.2 Termination. This Agreement may be terminated and the Merger and other transactions provided for by this Agreement abandoned at any time prior to the Effective Time, whether before or after adoption and approval of this Agreement by the stockholders of the Florida Company, by action of the Board of Directors of the Florida Company if the Board determines that the consummation of the transactions contemplated by this Agreement would not, for any reason, be in the best interests of the Florida Company and its stockholders.

6.3 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the Merger and supersedes all prior and concurrent arrangements, letters of intent or understandings relating to the Merger.

6.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement. This Agreement shall become effective when one or more counterparts has been signed by each of the parties and delivered to each of the parties.

6.5 Headings. The article, section and paragraph headings in this Agreement are intended principally for convenience and shall not, by themselves, determine rights and obligations of the parties to this Agreement.

6.6 No Waiver. No waiver by any part of any condition, or the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant contained in this Agreement.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within the State of Delaware.

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

SPIRIT CONNECTIONS, INC.,
a Florida corporation



Michael Robinson
President

SPIRIT MERGER SUB, INC., a Delaware
corporation



Michael Robinson
President

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