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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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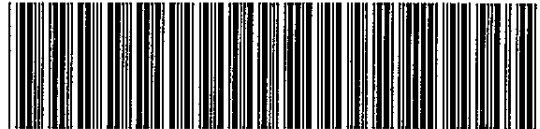
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger

T BROWN SEP 28 2005

R. ROSSER COLE

A LAW CORPORATION

200 NORTH MARYLAND AVENUE, SUITE 302

GLENDALE, CALIFORNIA 91206

E-MAIL: [rosser@earthlink.net](mailto:rosser@earthlink.net)

TELEPHONE  
(818) 500-9418  
FAX NUMBER  
(818) 500-0129

ANN P. CHRISTENSEN  
PARALEGAL  
LIUSKA RINCON  
PARALEGAL

September 16, 2005

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

VIA FedEx

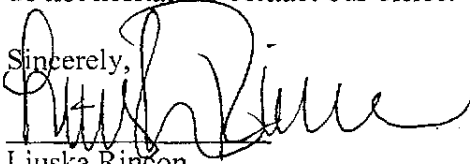
RE: BNI Communications, Inc.

Dear Department of State,

Enclosed please find two original and one copy of the Articles of Merger and Plan of Merger, and a check in the amount of \$87.50. Please file and return two certified copies to our office in the FedEx envelope provided.

Thank you very much for your attention to this matter. If you have any questions, please do not hesitate to contact our office.

Sincerely,



Liuska Rincon  
Corporate Paralegal  
For R. Rosser Cole, Esq.

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** BNI Communications, Inc.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following: **VIA FEDEX !**

Liuska Rincon  
(Contact Person)

R. Rosser Cole, A Law Corporation  
(Firm/Company)

200 N Maryland Ave #302  
(Address)

Glendale, CA 91206  
(City/State and Zip Code)

For further information concerning this matter, please call:

Liuska Rincon At ( 818 ) 500-9418  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**(Profit Corporations)**

**First:** The name and jurisdiction of the surviving corporation:

**Second:** The name and jurisdiction of each merging corporation:

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TALLAHASSEE, FLORIDA

*(Attach additional sheets if necessary)*

Name of Corporation      Signature of an Officer or Director      Typed or Printed Name of Individual & Title

Director

Lance Imburgia, President

BNi Communications, Inc.

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[illegible]

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[illegible]

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## **PLAN OF MERGER**

**(Non Subsidiaries)**

The following Plan of Merger ("Agreement") is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

### **ARTICLE 1.**

#### **RECITALS OF CONSTITUENT CORPORATIONS**

##### **Disappearing Corporation**

Section 1.01. BNI Communications, Inc, ("Disappearing Corporation") is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

##### **Survivor**

Section 1.02. BNI Communications, Inc., ("Surviving Corporation") is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

### **ARTICLE 2. MERGER**

#### **Surviving Corporation**

The Surviving Corporation shall be merged into the Disappearing Corporation under the laws of the State of Florida, pursuant to the terms and conditions of this Agreement.

### **ARTICLE 3. EFFECTIVE DATE**

#### **Effective Date**

This merger shall become effective upon the filing of the Articles of Merger with the Secretary of State of the State of Florida. (the "Effective Date").

### **ARTICLE 4. TERMS AND CONDITIONS**

#### **Negative Covenants**

Section 4.01. Between the date of this Agreement and the date on which the merger shall become effective, either constituent corporation shall not:

- (a) Declare or pay any dividends to its shareholders.
- (b) Except in the normal course of business and for adequate value, dispose of any of its assets.

### **Further Assignments or Assurances**

Section 4.02. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the surviving corporation the title to any property or rights of Disappearing Corporation or otherwise carry out the provisions hereof, the proper officers and directors of Disappearing Corporation as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to such property or rights in the surviving corporation, and otherwise carry out the provisions hereof.

### **ARTICLE 5. CONVERSION OF SHARES**

Section 5.01. (a) Surviving Corporation. The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of Surviving Corporation.

(b) Disappearing Corporation. On the Effective Date, each issued and outstanding common share of Disappearing Corporation shall be converted into one common share, without par value, of Surviving Corporation, subject to adjustment as provided in this Agreement. No fractional shares of the common stock of the surviving corporation will be issued to the holders of the common stock of the disappearing corporation, but holders who would otherwise be entitled to receive a fraction of a share of the common stock of the surviving corporation on the basis of the conversion provided for herein shall in lieu thereof receive a cash payment equal to the value of such fraction, based on the market value of the common stock of the disappearing corporation as of the effective date of the merger.

Section 5.02. Each holder of the shares of the disappearing corporation shall surrender his shares, properly endorsed, to the surviving corporation or its agent, and shall thereupon receive in exchange therefor a certificate or certificates representing the number of shares of the surviving corporation into which the shares of the disappearing corporation have been converted.

### **ARTICLE 6. DIRECTORS**

#### **Board of Survivor**

Section 6.01. The present Board of Directors of Surviving Corporation shall continue to serve as the Board of Directors of the surviving corporation until the next annual meeting or until such time as their successors have been elected and qualified.

### **ARTICLE 7. ARTICLES OF INCORPORATION**

Section 7.01. The articles of Surviving Corporation as existing on the effective date of the merger, shall continue in full force as the articles of the surviving corporation until altered, amended as provided therein, or as provided by law.

### **ARTICLE 8. BYLAWS**

Section 8.01. The bylaws of Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the bylaws of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 9. INTERPRETATION AND  
ENFORCEMENT

**Notices**

Section 9.01. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(a) In the case of Disappearing Corporation to: BNI Communications, Inc., Lance Imburgia, 1978 Lynnwood Court, Dunedin, FL 34698 or to such other person or address as BNI Communications, Inc. may from time to time furnish to Surviving Corporation;

(b) In the case of Surviving Corporation to: BNI Communications, Inc., Lance Imburgia, 1978 Lynnwood Court, Dunedin, FL 34698 or to such other person or address as BNI Communications, Inc. may from time to time furnish to Disappearing Corporation.

**Counterpart Executions**

Section 9.02. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**Controlling Law**

Section 9.03. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida, the state in which this Agreement is being executed.

Executed on September 15, 2005, at Dunedin, Florida.

BNI Communications, Inc.

By 

Lance Imburgia, President

By 

Lance Imburgia, Secretary

BNI Communications, Inc.

By 

Lance Imburgia, President

By 

Linda Imburgia, Secretary