

P05000139371

UCC SERVICES
Division of Corporations

Fax: (850) 681-6011

Oct 20 2005 15:32 P 01

Page 1 of 1

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.

(((H05000248851 3)))

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) 205-0380

From:

Account Name : UCC FILING & SEARCH SERVICES, INC.
Account Number : I19980000054
Phone : (850) 681-6528
Fax Number : (850) 681-6011

CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

05 OCT 20 AM 11:19

FILED

MERGER OR SHARE EXCHANGE

FINANCIAL INFRASTRUCTURE MANAGEMENT, INC.

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$96.25

* 78.75

Electronic Filing Menu

Corporate Filing

Public Access Help

ARTICLES OF MERGER

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

FIRST: The name and jurisdiction of the surviving corporation is:

NameJurisdiction

Financial Infrastructure Management, Inc.
(Florida Document/Registration Number: P05000139371)

Florida

SECOND: The name and jurisdiction of each merging corporation is:

NameJurisdiction

WCG IT Portfolio Management Inc.

Virginia

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.

FIFTH: The Plan of Merger was adopted by the shareholders of the surviving corporation on October 12, 2005.

SIXTH: The Plan of Merger was adopted by the shareholders of the merging corporation on October 12, 2005.

[Signatures on following page]


FILED
05 OCT 20 AM 11:19
CLERK OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, each of the undersigned has caused these Articles of Merger to be signed by an authorized officer on the 12th day of October, 2005.

FINANCIAL INFRASTRUCTURE
MANAGEMENT, INC., a Florida
corporation

By: 
Name: Duane Winslow
Its: President

WCG IT PORTFOLIO MANAGEMENT
INC., a Virginia corporation

By: 
Name: Charles D. Winslow
Its: President

PLAN OF MERGER

The following Plan of Merger dated October 12, 2005, which was adopted and approved by each party to the merger in accordance with section 607.1107, F.S., is being submitted in accordance with section 607.1108, F.S.

FIRST: The exact name and jurisdiction of each merging corporation are as follows:

Financial Infrastructure Management, Inc., a Florida corporation ("Survivor"), and WCG IT Portfolio Management Inc., a Virginia corporation ("WCG") (together referred to as the "Constituent Corporations").

SECOND: The exact name and jurisdiction of the surviving corporation is as follows:

Financial Infrastructure Management, Inc., a corporation formed under the laws of the State of Florida ("Survivor").

THIRD: The terms and conditions of the merger are as follows:

1.1 Agreement to Merge. In accordance with the terms and conditions of this Agreement, the laws of the State of Florida ("Florida law"), and the laws of the Commonwealth of Virginia ("Virginia law"), WCG shall be merged with and into WCG (the "Merger").

1.2 Articles of Merger. The President of each of the Constituent Corporations shall execute one or more Articles of Merger in the form necessary to effect the Merger (the "Articles of Merger") and shall deliver the applicable Articles of Merger to the appropriate office or department of the jurisdiction of its incorporation.

1.3 Capitalization of Survivor. The authorized capital stock of Survivor consists of 200 shares of common stock, no par value.

1.4 Capitalization of WCG. The authorized capital stock of WCG consists of 200 shares of common stock, no par value.

1.5 Effective Time. The Merger shall be effective immediately upon the filing of the applicable Articles of Merger by the Department of State of the State of Florida (the "Effective Time"). The date during which the Effective Time occurs is referred to hereinafter as the "Effective Date".

1.6 Approvals. This Agreement shall be submitted to the Board of Directors and shareholders of Survivor in accordance with Florida law and, for the Merger to become effective, must be adopted and approved by the Survivor's Board of Directors and a majority vote of the issued and outstanding Survivor Shares entitled to vote thereon. This Agreement shall be submitted to the Board of Directors and shareholders of WCG in accordance with Virginia law and, for the Merger to become effective, must be adopted and approved by WCG's Board of Directors and a majority vote of the issued and outstanding WCG Shares entitled to vote thereon.

- 2 -

ARTICLE II EFFECTS OF THE MERGER

- 2.1 Surviving Corporation. Survivor shall be the surviving corporation.
- 2.2 Merged Corporations. At the Effective Time, the separate existence of WCG shall cease.
- 2.3 Transfer of Assets and Assumption of Liabilities. At the Effective Time, all of the stocks, bonds, cash, investments, real and personal (tangible or intangible) property rights, privileges, immunities, powers and all other assets whatsoever of WCG shall vest in Survivor without further act or deed. Thereafter, Survivor shall be liable for all debts, obligations, liabilities and penalties of WCG as though each such debt, obligation, liability or penalty had been originally incurred by Survivor.
- 2.4 Conversion of Shares. At the Effective Time, each of the outstanding shares in WCG (the "WCG Shares") shall automatically, by operation of law and without any action by the holders thereof, be converted into the right to receive \$1.00 per share. At the Effective Time, all WCG Shares shall cease to be outstanding and shall be canceled, each holder of a WCG shall, by virtue of the Merger, cease to have any rights with respect to WCG.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 By Survivor. WCG hereby makes the following representations and warranties to Survivor as of the date hereof:

(a) Organization and Authorization. It is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted; and

(b) Authority Relative to this Agreement. Subject to receipt of the approvals described in Sections 1.6 of this Agreement: (i) it has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) all actions necessary to be taken by it or on its behalf to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, have been duly and validly taken; and (iii) this Agreement has been duly and validly executed and delivered by it and, assuming due execution and delivery by Survivor, constitutes a valid and binding agreement enforceable against them in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally as at the time in effect and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

- 3 -

3.2 By Survivor. Survivor hereby makes the following representations and warranties to WCG as of the date hereof:

(a) Organization and Authorization. Survivor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted; and

(b) Authority Relative to this Agreement. (i) Survivor has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (ii) all actions necessary to be taken by it or on its behalf to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, have been duly and validly taken; and (iii) this Agreement has been duly and validly executed and delivered by it and, assuming due execution and delivery by WCG, constitutes a valid and binding agreement enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally as at the time in effect and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

ARTICLE IV MISCELLANEOUS

4.1 Amendment. This Agreement may be amended only by a writing executed by all of the Constituent Corporations.

4.2 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any Constituent Corporation to comply with any obligation, covenant, agreement or condition herein may be waived by the Constituent Corporation entitled to the benefits thereof only by a written instrument signed by the Constituent Corporation granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.3 Assignment. This Agreement and all obligations and rights of the Constituent Corporations hereunder may not be assigned by any Constituent Corporation.

4.4 Governing Law. This Agreement shall be governed by Florida law without reference to its principles of conflicts of law that would require application of the laws of any other jurisdiction.

4.5 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Constituent Corporations and shall not in any way affect the meaning or interpretation of this Agreement. Article and Section references which do not otherwise specify, are to the designated Article or Section of this Agreement.

- 4 -

4.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. All provisions of this Agreement shall be enforced to the full extent permitted by law.

4.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which, when taken together, shall constitute the entire agreement.

4.8 Entire Agreement. This Agreement, including the documents, schedules, certificates and instruments referred to herein, embody the entire agreement and understanding of the Constituent Corporations in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the Constituent Corporations with respect to such transactions.

[Signatures on following page.]

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

FINANCIAL INFRASTRUCTURE
MANAGEMENT, INC., a Florida
corporation

By: 

Name: Duane Winslow

Its: President

WCG IT PORTFOLIO MANAGEMENT
INC., a Virginia corporation

By: 

Name: Charles D. Winslow

Its: President