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*mergers  
C E  
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## MERGER OR SHARE EXCHANGE

ITRACKR, INC.

Certificate of Status	0
Certified Copy	1
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November 27, 2007

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

ITRACKR, INC.  
3701 FAU BLVD SUITE 210  
BOCA RATON, FL 33431

SUBJECT: ITRACKR, INC.  
REF: P07000119702

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF  
ITRACKR INC.  
(a Wyoming corporation)  
WITH AND INTO  
ITRACKR, INC.  
(a Florida corporation)**

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

**FIRST:** The plan of merger is as follows:

1. **Merger.** iTrack Inc., a Wyoming corporation ("Acquisition") shall be merged (the "Merger") with and into iTrackr, Inc., a Florida corporation bearing Document #P07000119702 ("iTrackr"). Acquisition and iTrackr are sometimes hereinafter collectively referred to as the "Constituent Corporations." iTrackr shall be the surviving corporation of the Merger (the "Surviving Corporation"), effective upon the date when these Articles of Merger are filed with the Department of State of the State of Florida (the "Effective Date").

2. **Articles of Incorporation and By-Laws.** The Articles of Incorporation and By-Laws of iTrackr, as same shall exist from and after the Effective Date, shall be the Articles of Incorporation and By-Laws of the Surviving Corporation following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof or applicable law, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation and By-Laws of the Surviving Corporation, shall constitute the Articles of Incorporation and By-Laws of the Surviving Corporation separate and apart from these Articles of Merger.

3. **Succession.** On the Effective Date, iTrackr shall continue its corporate existence under the laws of the State of Florida, and the separate existence and corporate organization of Acquisition, except insofar as it may be continued by operation of law, shall be terminated and cease.

4. **Conversion of Shares.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each outstanding share of Acquisition's common stock, \$.001 par value ("Common Stock"), and each outstanding option and convertible securities to purchase common stock of iTrackr, shall be converted into the consideration set forth in Section 1.4 of the Agreement and Plan of Merger (the "Plan of Merger") between Acquisition and iTrackr.

5. Effective Date. The Effective Date of the Merger is the date upon which these Articles of Merger are filed with the Department of State of the State of Florida.

6. Plan of Merger. The Plan of Merger is attached as Exhibit A.

SECOND: The Plan of Merger was adopted by the board of directors of Acquisition and iTrackr on the 15th day of October, 2007, and a majority of shareholders of Acquisition on the 5th day of November, 2007. The approval of the iTrackr shareholders was not required.

Signed this 26th day of November, 2007.

iTrackr Inc.,  
a Wyoming corporation

By: 

John Rizzo, President

iTrackr, Inc.,  
a Florida corporation

By: 

John Rizzo, President

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of October 15, 2007, by and between ITRACKR, INC., a Wyoming corporation ("iTrackr Wyoming"), and ITRACKR, INC., a Florida corporation ("iTrackr Florida"). iTrackr Wyoming and iTrackr Florida are sometimes referred to as the "Constituent Corporations."

**WHEREAS**, the authorized capital stock of iTrackr Wyoming consists of One Billion (1,000,000,000) shares of common stock, \$.001 par value per share ("iTrackr Wyoming Common Stock"), of which Six Million Five Hundred and Fifty Thousand (6,550,000) shares are issued and outstanding and owned of record by the persons and in the amounts listed on the attached Exhibit A. The authorized capital stock of iTrackr Florida consists of One Hundred Million (100,000,000) shares of common stock, \$.001 par value per share ("iTrackr Florida Common Stock"), of which one share is issued and outstanding and owned of record by iTrackr Wyoming, and Ten Million (10,000,000) shares of preferred stock, par value \$.001 per share, of which no shares are issued and outstanding;

**WHEREAS**, iTrackr Wyoming also has issued and outstanding Options to purchase an aggregate of Two Million Seven Hundred and Eighty-Five Thousand (2,785,000) shares of the iTrackr Wyoming Common Stock ("iTrackr Wyoming Option") owned of record by the persons and in the amounts listed on the attached Exhibit A; and

**WHEREAS**, the officers and directors of each Constituent Corporation are as follows: John G. Rizzo is President, CEO and Chairman of the Board; and Michael Uhl is Vice President of Sales and a director; and

**WHEREAS**, the directors of the Constituent Corporations deem it advisable and in their respective best interests to merge iTrackr Wyoming with and into iTrackr Florida upon the terms and conditions herein provided, for purposes of changing the state of incorporation of iTrackr Wyoming to the State of Florida.

**NOW, THEREFORE**, the parties do hereby adopt the plan of reincorporation encompassed by this Merger Agreement and do hereby agree that iTrackr Wyoming shall merge with and into iTrackr Florida on the following terms, conditions and other provisions:

### 1. TERMS AND CONDITIONS

1.1 **Merger.** iTrackr Wyoming shall be merged with and into iTrackr Florida (the "Merger"), and iTrackr Florida shall be the surviving corporation (the "Surviving Corporation") effective upon the date (1) shareholder approval is received from the shareholders of iTrackr Wyoming and no more than five percent of the issued and outstanding shares of iTrackr Wyoming, which condition may be waived in the sole discretion of the board of directors of iTrackr Wyoming, and (2) when Articles of Merger attaching this Merger Agreement is filed with the Secretaries of State of the State of Wyoming and the State of Florida (the "Effective Date").

1.2 **Succession.** On the Effective Date, iTrackr Florida shall continue its corporate existence under the laws of the State of Florida, and the separate existence and

corporate organization of iTrackr Wyoming, except insofar as it may be continued by operation of law, shall be terminated and cease.

**1.3 Transfer of Assets and Liabilities.** On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations; and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall 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.

**1.4 Common Stock and Options of iTrackr Wyoming and iTrackr Florida.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (1) the one share of iTrackr Florida issued and outstanding shall be cancelled, (2) each share of iTrackr Wyoming Common Stock issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of iTrackr Florida Common Stock, and (3) every iTrackr Wyoming Options and convertible security shall be changed and converted into iTrackr Florida Options and convertible securities entitling the holders to purchase one fully paid and nonassessable share of iTrackr Florida Common Stock for every one share of iTrackr Wyoming Common Stock underlying the iTrackr Wyoming Options and convertible securities.

**1.5 Stock Certificates.** On or after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the iTrackr Wyoming Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of iTrackr Florida into which the shares of iTrackr Wyoming represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of iTrackr Florida evidenced by such outstanding certificate as above provided.

## **2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

**2.1 Certificate of Incorporation and By-laws.** The Articles of Incorporation of iTrackr Florida, a copy of which are attached hereto as Exhibit B, shall continue to be the Articles of Incorporation of the Surviving Corporation. The Bylaws of iTrackr Florida are identical to the Bylaws of iTrackr Wyoming and shall continue to be the By-laws of the Surviving Corporation.

**2.2 Directors.** The directors of iTrackr Florida immediately preceding the Effective Date are the same as the directors of iTrackr Wyoming and shall continue as the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

**2.3 Officers.** The officers of iTrackr Florida immediately preceding the Effective Date are the same as the officers of iTrackr Wyoming and shall continue as the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

## **3. MISCELLANEOUS**

**3.1 Further Assurances.** From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of iTrackr Wyoming all documents and instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of iTrackr Wyoming and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of iTrackr Wyoming or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**3.2 Amendment.** This Merger Agreement may be amended in any manner as may be determined, in writing, by each of the Constituent Corporations, by their respective Board of Directors, to the extent reasonably necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

**3.3 Conditions to Merger.** The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of iTrackr Wyoming in accordance with applicable provisions of the Wyoming Business Corporations Law; and

(b) the Merger shall have been approved by the Board of Directors of each of the Constituent Corporations in accordance with the provisions of the Business

Corporations Law of the State of Wyoming and the General Corporation Law of the State of Florida; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of iTrackr Wyoming to be material to the consummation of the Merger shall have been obtained.

**3.4 Abandonment or Deferral.** At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either iTrackr Wyoming or iTrackr Florida or both, notwithstanding the approval of this Merger Agreement by the shareholders of iTrackr Wyoming, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of iTrackr Wyoming and iTrackr Florida, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that iTrackr Wyoming shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

**3.5 Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

**IN WITNESS WHEREOF,** this Merger Agreement, having first been duly approved by the Board of Directors of iTrackr Wyoming and iTrackr Florida, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

**ITRACKR, INC.,  
a Florida corporation**

By: \_\_\_\_\_  
John G. Rizzo, President

**ITRACKR, INC.,  
a Wyoming corporation**

By: \_\_\_\_\_  
John G. Rizzo, President



**EXHIBIT A**

	<b>Shares Issued</b>
John Rizzo	5,250,000
Jarem Archer	1,000,000
Alex Sintas	100,000
Chris Smith	200,000
<b>Total</b>	<b>6,550,000</b>

<b>Options and Warrants</b>	<b>Issuance Date</b>	<b>Reason</b>	<b>Underlying Shares</b>
<b>2007 ESOP Plan</b>			
JK Porto, Inc. Option	1-Jul-07	Services	35,000.00
Mark Whitney Option	1-Jul-07	Services	375,000.00
Michael Uhl Option	1-Jul-07	Services	375,000.00
John Rizzo Option	1-Jul-07	Emp. Contract	1,000,000.00
			1,000,000.00
<b>Total Outstanding Options &amp; Warrants</b>			<b>2,785,000.00</b>

EXHIBIT B

ARTICLES OF INCORPORATION  
OF  
ITRACKR, INC.

The undersigned, a natural person competent to contract, does hereby make, subscribe and file these Articles of Incorporation for the purpose of organizing a corporation under the laws of the State of Florida.

ARTICLE I  
CORPORATE NAME

The name of this Corporation shall be: ITRACKR, INC.

ARTICLE II  
PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Corporation is: 3701 FAU Boulevard, Suite 210, Boca Raton, Florida 33431.

ARTICLE III  
NATURE OF CORPORATE BUSINESS AND POWERS

The general nature of the business to be transacted by this Corporation shall be to engage in any and all lawful business permitted under the laws of the United States and the State of Florida.

ARTICLE IV  
CAPITAL STOCK

The maximum number of shares that this Corporation shall be authorized to issue and have outstanding at any one time shall be One Hundred Million (100,000,000) shares of Common Stock, par value \$.001 per share, and Ten Million (10,000,000) shares of Preferred Stock, par value \$.001 per share.

Classes and series of the Preferred Stock may be created and issued from time to time, with such designations, preferences, conversion rights, cumulative, relative, participating, optional or other rights, including voting rights, qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions providing for the creation and issuance of such classes or series of Preferred Stock as adopted by the Board of Directors.

ARTICLE V  
TERM OF EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE VI  
REGISTERED AGENT AND  
INITIAL REGISTERED OFFICE IN FLORIDA

The Registered Agent and the street address of the initial Registered Office of this Corporation in the State of Florida shall be: John Rizzo, 3701 FAU Boulevard, Suite 210, Boca Raton, Florida 33431

ARTICLE VII  
BOARD OF DIRECTORS

This corporation shall have two (2) Directors initially.

John Rizzo  
3701 FAU Boulevard, Suite 210  
Boca Raton, Florida 33431

Michael Uhl  
3701 FAU Boulevard, Suite 210  
Boca Raton, Florida 33431

ARTICLE VIII  
INCORPORATOR

The name address of the person signing these Articles of Incorporation as the Incorporator is John Rizzo, 3701 FAU Boulevard, Suite 210, Boca Raton, Florida 33431.

ARTICLE IX  
INDEMNIFICATION

To the fullest extent permitted by the Florida Business Corporation Act, the Corporation shall indemnify, or advance expenses to, any person made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that such person (i) is or was a director of the Corporation; (ii) is or was serving at the request of the Corporation as a director of another corporation, provided that such person is or was at the time a director of the Corporation; or (iv) is or was serving at the request of the Corporation as an officer of another Corporation, provided that such person is or was at the time a director of the corporation or a director of such other corporation, serving at the request of the Corporation. Unless otherwise expressly prohibited by the Florida Business Corporation Act, and except as otherwise provided in the previous sentence, the Board of Directors of the Corporation shall have the sole and exclusive

discretion, on such terms and conditions as it shall determine, to indemnify, or advance expenses to, any person made, or threatened to be made, a party to any action, suit, or proceeding by reason of the fact such person is or was an officer, employee or agent of the Corporation as an officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. No person falling within the purview of this paragraph may apply for indemnification or advancement of expenses to any court of competent jurisdiction.

ARTICLE X  
AFFILIATED TRANSACTIONS

This Corporation expressly elects not to be governed by Section 607.0901 of the Florida Business Corporation Act, as amended from time to time, relating to affiliated transactions.

ARTICLE XI  
CONTROL SHARE ACQUISITIONS

This Corporation expressly elects to be governed by Section 607.0902 of the Florida Business Corporation Act, as amended from time to time, relating to control share acquisitions.

IN WITNESS WHEREOF, the undersigned Incorporator has executed the foregoing Articles of Incorporation on the 23 day of October 2007.

\_\_\_\_\_  
John Rizzo, Incorporator

**CERTIFICATE DESIGNATING REGISTERED AGENT  
AND OFFICE FOR SERVICE FOR PROCESS**

ITRACKR, INC., a corporation existing under the laws of the State of Florida with its principal office and mailing address at 3701 FAU Boulevard, Suite 210, Boca Raton, Florida 33431, has named John Rizzo whose address is 3701 FAU Boulevard, Suite 210, Boca Raton, Florida 33431, as its agent to accept service of process within the State of Florida.

**ACCEPTANCE:**

Having been named to accept service of process for the above-named Corporation, at the place designated in this Certificate, I hereby accept the appointment as Registered Agent, and agree to comply with all applicable provisions of law. In addition, I hereby am familiar with and accept the duties and responsibilities as Registered Agent for said Corporation.

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JOHN RIZZO