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Federal Bar

July 8, 1999

P94000092649

Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

RE: Innovative Business Distributors, Inc. (I.B.D.) and Innovative Business
Technologies, Inc. (I.B.D.)

To Whom It May Concern:

Enclosed please find a check # 1271 for the filing costs related to the
merger of the above referenced corporations, I.B.T. and I.B.D and a certified copy of same.
Additionally, you will find enclosed the Articles and Plan of Merger. If you have any questions
do not hesitate to contact me.

Very truly yours,

BERMÚDEZ & TOMÉ

JCB
JUAN CARLOS BERMÚDEZ

200002929362--6
-07/12/99--01140--001
*****78.75 *****78.75

JCB/bv

Enclosure (Check)

*Merger
7-20-99
JCB*

FILED
99 JUL 12 AM 8:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

INNOVATIVE BUSINESS DISTRIBUTORS, INC., a Florida corporation,
P96000080839

INTO

INNOVATIVE BUSINESS TECHNOLOGIES, INC., a Florida corporation,
P94000092649

File date: July 12, 1999

Corporate Specialist: Doug Spitler

FILED
99 JUL 12 AM 8:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
Innovative Business Technologies, Inc., a Florida Corporation,
with
Innovative Business Distributors, Inc., a Florida Corporation

ARTICLES OF MERGER between Innovative Business Technologies, Inc., (hereafter cited as "IBT") a Florida corporation and Innovative Business Distributors, Inc. (hereafter cited as "IBD", a Florida corporation.

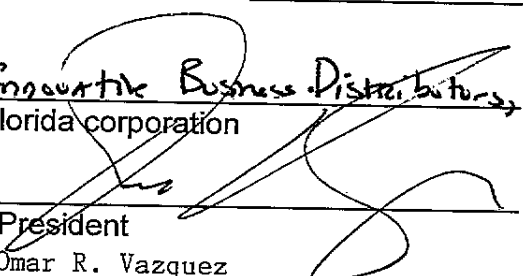
Under §607.1105 of the Florida Business Corporation Act (the "Act"), Innovative Business Technologies, Inc and Innovative Business Distributors, Inc. adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated June 11, 1999 between IBT and IBD was approved and adopted by the shareholders of IBT on June 11, 1999 and was adopted by the shareholders of IBD on June 11, 1999.
2. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.
3. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida/any date specified in these Articles that is after such filing date.

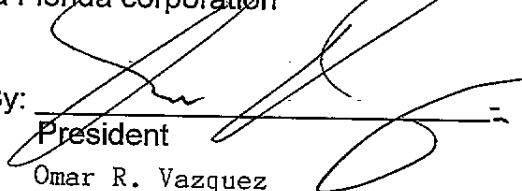
IN WITNESS WHEREOF, the parties have set their hands on 6-12-99

ATTEST:

Innovative Business Distributors, Inc.
a Florida corporation

By: 
President
Omar R. Vazquez

Innovative Business Technologies, Inc.
a Florida corporation

By: 
President
Omar R. Vazquez

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated 6/11/99, by and between the Buyer, Innovative Business Technologies, Inc. ("IBT"), a Florida corporation with its principle offices located at 3841 N.E. 2nd Avenue and the Seller, Innovative Business Distributors, Inc. ("IBD"), a Florida corporation with its principal offices located at 3841 N.E. 2nd Ave #205, Miami, FL.

RECITALS

WHEREAS, the parties desire that Seller be merged into Buyer (the "Merger"), with Buyer being the surviving corporation, all as more particularly set forth herein; and

WHEREAS, the boards of directors of the parties to this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and shareholders and have recommended to their respective shareholders that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

Plan of Merger.

The Plan of Merger, Exhibit "A", is incorporated by reference.

Closing

Closing shall take place at 2701 Ponce De Leon Boulevard, Mezzanine, Coral Gables, FL 33134, at 4:00 P.M., on June 11, 1999, or at another time, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgement by Buyer and Seller of Articles of *Merger* in accordance with F.S. Chapter 607 and other applicable law. The Articles of *Merger* executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing. The Articles of *Merger* shall specify the effective date and time of the *Merger*.

Representations and Warranties of Seller

Seller represents and warrants to Buyer as follows:

Capital Structure.

The capitalization of Seller is set forth on Schedule 3.1.1, which states the number of authorized, issued, and outstanding shares of each class and series of capital stock of Seller. All

of the issued and outstanding capital stock of Seller has been duly authorized and validly issued, and is fully paid and nonassessable, [free of preemptive rights,] and not subjected to any restriction on transfer under the Articles of Incorporation or Bylaws of Seller or any agreement to which Seller is a party or of which Seller has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of capital stock or other securities of Seller, or obligating Seller to transfer any additional shares of its capital stock of any class or any other securities, except as states on Schedule 3.1.1.

Ownership of the Shares

The 100 shares of common stock being issued to Seller's shareholders at the closing are duly authorized and will be validly issued, fully paid, and nonassessable on their issuance. The persons receiving securities at the closing will acquire good, valid, and indefeasible title, free and clear of any interests, security interests, claims, liens, pledges, options, penalties, charges, other encumbrances, buy-sell agreements, or rights of any party whatsoever.

Organization of Good Standing

Seller is a corporation duly organized, validly existing, and in good standing under the law of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Incorporation and Bylaws of Seller, each as amended to this date, has been delivered or made available to Buyer. The minute books of Seller are current as required by law, contain the minutes of all meetings of the incorporators, Board of Directors, committees of the Board of Directors, and shareholders from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators, Board of Directors, committees of the Board of Directors, and shareholders of Sellers. Seller has no subsidiaries.

Authorization; Validity.

The execution, delivery, and performance of this Agreement by Seller has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Seller, and is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by availability of equitable remedies.

Consents.

Other than as set forth on Schedule 3.1.5, no approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Seller of the transaction contemplated by this Agreement.

Violations.

The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default under, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver (other than those identified on Schedule 3.1.5 under) or result in the imposition of any lien or other encumbrance on any property or assets of Seller under, any agreement, lease, or other instrument to which Seller is a party or by which any of the property or assets of Seller are bound; (ii) violate any permit, license, or approval required by Seller to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Seller's Articles of Incorporation or Bylaws.

Survival of Representations and Warranties.

Each of the representations and warranties in Section 3.1 shall be deemed renewed and made again by Seller at the Closing as if made at the time, and shall survive the Closing until the expiration of all applicable statute of limitations periods.

Representations and Warranties of Buyer.

Buyer represents and warrants that it is a corporation duly organized, validly existing, and in good standing under the law of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted. —

Covenants of Seller.

Except as may otherwise be consented to or approved in writing by Buyer, Seller agrees that from the date of this Agreement and until the Closing:

a. Conduct Pending Closing.

The Business of Seller shall be conducted only in the ordinary course consistent with past practices.

b. Access to Records.

Seller shall provide Buyer and its representatives access to all records of Seller that they reasonably may request and provide reasonable access to the properties of Seller.

c. Solicitation.

Seller agrees that it will not solicit, consider, or negotiate any offers to acquire the shares or assets of Seller, or to provide any information or to make available any management personnel to third parties for such purposes.

d. Confidentiality.

Seller agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Seller's accountants, attorneys, and other professionals with whom Seller conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

e. Proration of Taxes and Other Amounts.

All applicable taxes and rental payments under the Assumed Contracts, and other expenses and revenues of the Business relating to the Assets, shall be prorated as of Closing. Utility deposits shall be retained by Seller.

f. Employee Payments.

Seller shall pay all employee compensation, benefits, vacations, sick time, and all other payments due to its employees for the period up to and including the Closing Date.

g. Risk of Loss.

In the event that any of the Assets are damaged by fire, vandalism, or other casualty before Closing, the cost of any repair or restoration shall be an obligation of Seller and the Closing shall proceed under the terms of this Agreement, with the cost of any such repair or restoration to be escrowed at Closing. If, however, the cost of repair or restoration shall exceed 0% of the Purchase Price, Buyer shall have the option of either (i) taking the Assets as is, together with any insurance proceeds payable by virtue of such loss of damage, or (ii) canceling this Agreement.

Covenants of Buyer.

The buyer covenants to continue its corporate existence and comply with all laws necessary for the merger to take place.

Conditions Precedent to Obligations of Buyer.

Unless, at the Closing, each of the following conditions is either satisfied or waived by Buyer in writing, Buyer shall not be obligated to effect the transactions contemplated by this Agreement:

a. Representations and Warranties.

The representations and warranties of Seller are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

b. Performance of Covenants.

Seller agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Seller's accountants, attorneys, and other professionals with whom Seller conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

e. Proration of Taxes and Other Amounts.

All applicable taxes and rental payments under the Assumed Contracts, and other expenses and revenues of the Business relating to the Assets, shall be prorated as of Closing. Utility deposits shall be retained by Seller.

f. Employee Payments.

Seller shall pay all employee compensation, benefits, vacations, sick time, and all other payments due to its employees for the period up to and including the Closing Date.

g. Risk of Loss.

In the event that any of the Assets are damaged by fire, vandalism, or other casualty before Closing, the cost of any repair or restoration shall be an obligation of Seller and the Closing shall proceed under the terms of this Agreement, with the cost of any such repair or restoration to be escrowed at Closing. If, however, the cost of repair or restoration shall exceed 0% of the Purchase Price, Buyer shall have the option of either (i) taking the Assets as is, together with any insurance proceeds payable by virtue of such loss of damage, or (ii) canceling this Agreement.

Covenants of Buyer.

The buyer covenants to continue its corporate existence and comply with all laws necessary for the merger to take place.

Conditions Precedent to Obligations of Buyer.

Unless, at the Closing, each of the following conditions is either satisfied or waived by Buyer in writing, Buyer shall not be obligated to effect the transactions contemplated by this Agreement:

a. Representations and Warranties.

The representations and warranties of Seller are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

b. Performance of Covenants.

Seller shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

c. Items to be Delivered at Closing.

Seller shall have tendered for delivery to Buyer the following:

d. Delivery of Shares for Cancellation

Stock certificates representing all of the outstanding securities of Seller duly endorsed in blank of accompanied by duly executed stock powers with all requisite transfer tax stamps attached, which shall be subsequently canceled.

e. Consents.

Consents for each item listed on Schedule 3.1.5.

f. Good Standing Certificate.

A certificate of the Florida Secretary of State, dated within 10 days of the Closing, showing that Seller is in good standing.

g. Corporate Action.

A certified copy of the corporate action of Seller authorizing and approving this Agreement and the transactions contemplated by it.

h. Certificate of Incumbency.

A certificate of incumbency duly executed by Seller's Secretary or Assistant Secretary.

i. Articles of Merger.

A duly executed original of the Articles of Merger.

Conditions Prtecedent to Obligations of Buyer

No Adverse Change

There shall not have been a material adverse change in the financial condition of Seller or the Business, whether or not covered by insurance; nor shall any lawsuit be pending that seeks to set aside the Agreement or the transactions contemplated by it.

Representations and Warranties.

The representations and warranties of Buyer in this Agreement are true and correct at the date of this Agreement and as of the Closing as if each were made again at that time.

Items to be Delivered at Closing.

Buyer shall have tendered for delivery to Seller the following:

a. Delivery of Shares or Other Consideration.

Stock certificates duly issued in the name of each of the shareholders not dissenting to the proposed Merger or such other consideration as is required to be delivered by this Agreement.

b. Consents

The consents listed on Section 4.1.5 of this Agreement.

c. Good Standing Certificate.

A certificate of the Florida Secretary of State, dated within 10 days of the Closing, showing that Buyer is in good standing.

d. Corporate Action.

A certified copy of the corporate action of Buyer authorizing and approving this Agreement and the transactions contemplated by it.

e. Certificate of Incumbency.

A certificate of incumbency duly executed by Buyer's Secretary or Assistant Secretary.

f. Articles of Merger.

A duly executed original of the Articles of Merger.

g. Performance of Covenants.

Buyer shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

Agreements to Indemnify.

Scope of Indemnity.

Subject to the terms and conditions of Section 9, Seller agrees, to the fullest extent permitted by Florida law, to indemnify, defend, and hold harmless Buyer from and against all

demands, claims, actions, or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, without limitation, interest, penalties, and reasonable attorneys' fees and expenses, asserted against, related to, resulting from, imposed on, or incurred by Buyer, directly or indirectly, by reason of, relating to, or resulting from (i) liabilities and obligations of, and claims against, Seller (whether absolute, accrued, contingent, or otherwise) existing as of the date of the Closing or arising out of facts or circumstances existing on or before the date of the Closing; [or] (ii) a breach of any agreement, representation, or warranty of Seller contained in or made under this Agreement, or any facts or circumstances constituting such a breach [; or (iii) any tax or related claim (including, without limitation, claims for interest and penalties) asserted against Seller or relating to the operations of Seller through the date of the Closing].

Indemnification Procedure.

Promptly after receipt by Buyer of notice of the making or commencement by any third party of any claim, action, lawsuit, or proceeding as to which indemnification may be sought (a "third Party Claim") Buyer shall notify Indemnitors in writing of the commencement. The failure to notify Indemnitors shall not relieve Indemnitors from any liability that they may have under this section if Indemnitors are not prejudiced by the lack of such notice. However, if Indemnitors are prejudiced by the lack of such notice, Indemnitors shall not be responsible for that portion of the liability caused by the prejudice resulting from the lack of notice.

If any such Third Party Claim is brought against Buyer, Indemnitors shall be entitled to participate and, to the extent they may elect by written notice delivered promptly to Buyer after receiving notice from Buyer, to assume the defense with counsel reasonably satisfactory to Buyer. The parties agree to cooperate fully with each other in connection with the defense, negotiation, or settlement of any such legal proceeding, claim, or demand. Buyer shall have the right to employ its own counsel in any such case, but the fees and expenses of this counsel shall be at the expense of Buyer unless (i) the employment of counsel shall have been authorized in writing by Indemnitors in connection with the defense of the action; (ii) Indemnitors shall not have not employed counsel to have charge of the defense of the action within a reasonable period of time after commencement of the action; or (iii) Buyer has reasonably concluded that there may be defenses available to it that there are different from or additional to those available to it that there are different from or additional to those available to Indemnitors, in which case Indemnitors shall not have the right to direct the defense of this action on behalf of Buyer. In any of these situation, the fees and expenses of Buyer's counsel shall be borne by Indemnitors.

Neither Buyer nor Indemnitors may settle any Third Party Claim without the consent of the other. After any final judgment or award has been rendered by a court, arbitration board, or administrative agency of competent jurisdiction and the time in which to appeal from it has expired, a settlement has been consummated, or Indemnitors and Buyer arrive at a mutually binding agreement with respect to each separate matter alleged to be indemnified by Indemnitors, Buyer shall forward to Indemnitors notice of any sums due and owing by it with respect to the matter, and Indemnitors immediately shall pay all of the sums owing, by wire transfer or certified or bank cashier's check, to Buyer.

Notices

Any notice, request, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and if (i) delivered personally, by facsimile, or by courier or delivery service, at the time of such delivery; or (ii) directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified below, two business days after such delivery to the United States postal Service.

If to Buyer: 3841 N.E. 2nd Avenue Miami, Fl.

With a copy to: same

If to Seller: 3841 N.E. 2nd Avenue, Miami, Fl.

With a copy to: same

Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

Miscellaneous.

Entire Agreement.

This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger and all exhibits and schedules hereto, contain all of the terms and conditions agreed upon by the parties with reference to the subject matter and supersede all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including any exhibits and schedules hereto, may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

Assignment.

This Agreement shall not be assigned or assignable by Seller or Buyer without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

Captions.

All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

Waiver.

Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representation or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

Controlling Law.

This Agreement has been entered into in the state of Florida and shall be governed by, construed, and enforced in accordance with the laws of Florida.

Gender.

Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

Further Assurances.

Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purposes of this Agreement.

Attorney's Fees.

In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorneys' fees, through all appeals.

References to Agreement.

The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

Schedules and Exhibits.

Schedules and exhibits to this Agreement (and references to part or parts of them) shall, in each instance, include the schedules or exhibits (as the case may be) attached to this Agreement as well as amendments to the schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by reference.

Venues.

Any litigation arising under this Agreement shall be instituted only in Dade County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

Severability.

Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision. If any provision of this Agreement shall be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

Rights in the Third parties.

Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.

Expenses

Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement

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

ATTEST:

By: J. C. R.

BUYER *Innovative Business Technologies, Inc.*
A Florida corporation

By: [Signature]
President
Omar R. Vazquez

(Corporate Seal)

President

ATTEST:

By: JCB
(Corporate Seal)

SELLER
A Florida corporation

By: [Signature]
President
Omar R. Vazquez