

P95000008936

FILING COVER SHEET

REFERENCE:

0276.4950

DATE:

12/22/98

CONTACT:

CINDY HICKS

FROM:

CORPORATE & CRIMINAL RESEARCH SERVICES

103 N. MERIDIAN STREET

TALLAHASSEE, FL 32301

TELEPHONE:

222-1173

SUBJECT:

Transamerica Intellitech, Inc

STATE FEES PREPAID WITH CHECK #

3843

FOR \$

166.25

PLEASE FILE:

() ARTICLES OF INC.

() AMENDMENT

() DISSOLUTION

() ANNUAL REPORT

☒ MERGER

() WITHDRAWAL

() QUALIFICATION

() LIMITED PARTNERSHIP () ANNUAL REPORT

() FICTITIOUS NAME

() LIMITED LIABILITY

() REINSTATEMENT

() TRADEMARK/SERVICE () UCC-1

() UCC-3

PROVIDE US WITH:

☒ CERTIFIED COPY

() CERTIFICATE OF STATUS

() STAMPED COPY

Examiner's Initials

CC

Merger

12-23-98

FILED
98 DEC 22 PM 2:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

700002719537--2

-12/22/98--01075--019

****166.25 ****166.25

ARTICLES OF MERGER
Merger Sheet

MERGING:

ISC OF CENTRAL FLORIDA, INC., a Florida corporation, P95000008936
ISC OF MIAMI, INCORPORATED, a Florida corporation, K98438
ISC OF WEST FLORIDA, INC., a Florida corporation, P93000058553

INTO

TRANSAMERICA INTELLITECH, INC., a Delaware corporation not qualified in
Florida

File date: December 22, 1998

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER OF
ISC OF CENTRAL FLORIDA, INC.,
ISC OF MIAMI, INCORPORATED AND
ISC OF WEST FLORIDA, INC.,
FLORIDA CORPORATIONS
INTO
TRANSAMERICA INTELLITECH, INC.,
A DELAWARE CORPORATION**

FILED
98 DEC 22 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of §607.1104 of the Florida Corporation Act (the "Act"), and §368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), the undersigned corporations hereby adopt the following Articles of Merger.

**ARTICLE I
MERGING CORPORATIONS**

The names of the corporations merging together pursuant to these Articles of Merger are:

ISC of Central Florida, Inc., ISC of Miami, Incorporated and ISC of West Florida, Inc., Florida corporations, and wholly owned subsidiaries of Transamerica Intellitech, Inc. (sometimes referred to as the "Subsidiary Corporations"); and

Transamerica Intellitech, Inc., a Delaware corporation (sometimes referred to as "Parent", "Shareholder" or the "Surviving Corporation").

The corporation surviving the merger is Transamerica Intellitech, Inc., a Delaware corporation, which shall continue under the same name.

**ARTICLE II
PLAN OF MERGER**

The plan of merger is that attached as Exhibit A to these Articles of Merger (the "Plan of Merger").

**ARTICLE III
APPROVAL OF PLAN OF MERGER**

Shareholder approval of the merger, including the Plan of Merger, was obtained by a unanimous written consent.

**ARTICLE IV
BASIS OF MERGER**

This merger is being effected pursuant to Fla. Stat. § 607.1104 and immediately before the merger Parent owned 100% of the outstanding shares of each class of shares of the Subsidiary Corporations. The effective date of the merger is as set forth in Article VI of these Articles of Merger.

**ARTICLE V
PRINCIPAL OFFICE OF SURVIVING CORPORATION**

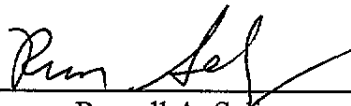
The principal office of Transamerica Intellitech, Inc. is located at 1860 Howe Avenue, Suite 455, Sacramento, CA 95825.

**ARTICLE VI
DELAYED EFFECTIVE DATE**

This merger will be effective upon the date of filing with the Florida Department of State.

Dated as of December 1, 1998.

Transamerica Intellitech, Inc.,
a Delaware corporation

By: 

Russell A. Springer
President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement"), dated as of December 1, 1998, is entered into by and between ISC of Central Florida, Inc., a Florida corporation ("ISC Central Florida"), ISC of Miami, Incorporated, a Florida corporation ("ISC Miami") and ISC of West Florida, Inc., a Florida corporation ("ISC West Florida", and together with ISC Central Florida and ISC Miami, the "Subsidiary Corporations") and Transamerica Intellitech, Inc., a Delaware corporation ("Parent").

RECITALS

Whereas, the authorized capital stock of ISC Central Florida consists of 1,000 shares of Common Stock, \$1.00 par value per share, of which all of the issued and outstanding shares are owned by Parent; and

Whereas, the authorized capital stock of ISC Miami consists of 1,000,000 shares of Common Stock, \$0.001 par value per share, of which all of the issued and outstanding shares are owned by Parent; and

Whereas, the authorized capital stock of ISC West Florida consists of 1,000 shares of Common Stock, \$1.00 par value per share, of which all of the issued and outstanding shares are owned by Parent; and

Whereas, the Board of Directors of Parent deem it advisable and in the best interests of each of the Subsidiary Corporations and the Parent that ISC Central Florida, ISC Miami and ISC West Florida merge into Parent upon the terms and conditions herein provided.

AGREEMENT

NOW, THEREFORE, ISC Central Florida, ISC Miami, ISC West Florida and Parent do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that each of ISC Central Florida, ISC Miami and ISC West Florida shall merge into Parent upon the following terms, conditions and other provisions.

I. TERMS AND CONDITIONS

1.1 *Merger.* ISC Central Florida, ISC Miami and ISC West Florida shall each be merged with and into Parent and Parent shall be the surviving corporation (collectively, the "Merger"). The Merger shall be effective upon the date when this Merger Agreement is filed with the Secretary of State of the State of Florida (the "Effective Date").

1.2 *Succession.* On the Effective Date, Parent shall succeed to all of the rights, privileges, powers and property of each of the Subsidiary Corporations in the manner of, and as more fully set forth in, Section 607.1104 of the Florida statutes.

1.3 *Common Stock of ISC Central Florida.* On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common

Stock of ISC Central Florida outstanding immediately prior thereto shall be surrendered to the Parent and immediately cancelled.

1.4 *Common Stock of ISC Miami.* On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of ISC Miami outstanding immediately prior thereto shall be surrendered to the Parent and immediately cancelled.

1.5 *Common Stock of ISC West Florida.* On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of ISC West Florida outstanding immediately prior thereto shall be surrendered to the Parent and immediately cancelled.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 *Certificate of Incorporation and By-laws.* The Certificate of Incorporation of Parent as in effect on the Effective Date shall continue to be the Certificate of Incorporation of Parent without change or amendment, until amended in accordance with the provisions thereof and applicable law. The By-laws of Parent as in effect on the Effective Date shall continue to be the By-laws of Parent without change or amendment until amended in accordance with the provisions thereof and applicable law.

2.2 *Officers.* The officers of Parent shall remain officers of Parent on the Effective Date to serve at the pleasure of the Board of Directors.

III. MISCELLANEOUS

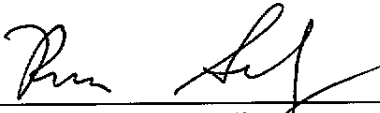
3.1 *Further Assurances.* From time to time, as and when required by Parent, or by its successors and assigns, there shall be executed and delivered on behalf of ISC Central Florida, ISC Miami and ISC West Florida such deeds and other instruments, and there shall be taken or caused to be taken by it 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 Parent the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of ISC Central Florida, ISC Miami and ISC West Florida, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Parent are fully authorized, jointly and severally, in the name and on behalf of ISC Central Florida, ISC Miami and ISC West Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 *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 Sole Shareholder of ISC Central Florida, ISC Miami, ISC West Florida and Parent, is hereby executed on behalf of each of said corporations by their respective officers thereunto duly authorized.

Dated as of December 1, 1998

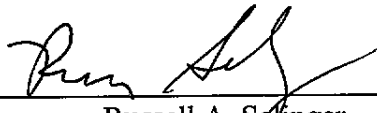
ISC OF CENTRAL FLORIDA, INC.,
a Florida corporation

By 

Russell A. Selinger
President

Dated as of December 1, 1998

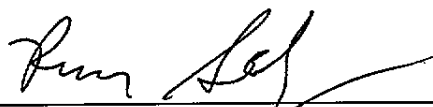
ISC OF MIAMI, INCORPORATED,
a Florida corporation

By 

Russell A. Selinger
President

Dated as of December 1, 1998

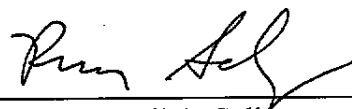
ISC OF WEST FLORIDA, INC.,
a Florida corporation

By 

Russell A. Selinger
President

Dated as of December 1, 1998

TRANSAMERICA INTELLITECH, INC.,
a Delaware corporation

By 

Russell A. Selinger
President