

P95000065478

CT CORPORATION SYSTEM

FILED

00 DEC 21 PM 2:52

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Rohwedder, Inc. (Survivor)

300003510073-1

-12/21/00-01011-023

****113.75 ****113.75

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name _____
 Availability _____
 Document _____
 Examiner _____
 Updater _____
 Verifier _____
 W.P. Verifier _____

12/21/00

Order#: 3484320

EFFECTIVE DATE

12-31-00

Ref#: _____

Amount: \$ _____

Merger
12-21-00
BMS

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00 DEC 21 AM 11:22
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING:

PEMATECH-ROHWEDDER, INC., a California corporation not qualified in
Florida

MARKETECH, INC., a Minnesota corporation not qualified in Florida

INTO

ROHWEDDER, INC., a Florida entity, P95000065478

File date: December 21, 2000, effective December 31, 2000

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER
OF,
PEMATECH-ROHWEDDER, INC.,
MARKETECH, INC.
AND
ROHWEDDER, INC.

FILED

00 DEC 21 PM 2:52

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

EFFECTIVE DATE

12-31-00

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporation and the foreign corporations herein named do hereby adopt the following articles of merger for the purpose of merging the foreign corporations with and into the domestic corporation:

1. The names of the constituent corporations are as follows: Pematech-Rohwedder, Inc. ("Pematech"), which is a business corporation organized under the laws of the State of California, Marketech, Inc. ("Marketech"), which is a business corporation organized under the laws of the State of Minnesota, (Pematech and Marketech shall hereinafter be collectively referred to as the "Merging Corporations"), and Rohwedder, Inc. (the "Survivor"), a business corporation organized under the laws of the State of Florida.

2. Attached hereto as Exhibit A and made a part hereof is the Plan and Agreement of Merger for merging the Merging Corporations with and into the Survivor as approved by the directors and the shareholders of the said constituent corporations.

3. As to each of the Merging Corporations and the Survivor, the approval of whose shareholders are required, the number of outstanding shares of such stock each corporation is entitled to vote on the Plan and Agreement of Merger is as follows:

<u>Name of Corporation:</u>	<u>Number of Outstanding Shares:</u>
Pematech-Rohwedder, Inc.	100,000
Marketech, Inc.	60,000
Rohwedder, Inc.	100

4. Upon the effective time of the merger, by virtue of the merger and without any action on the part of the Merging Corporations and the Survivor, each share and each certificate representing shares of capital stock of each of the Merging Corporations that is outstanding immediately prior to the effective time of the merger shall be cancelled and extinguished and shall cease to exist, and no

shares of the Survivor shall be issued in exchange therefor. Each share of the Survivor's capital stock that is issued and outstanding immediately prior to the effective date of the merger shall remain issued and outstanding after the effective date of the merger and shall not be affected by the merger.

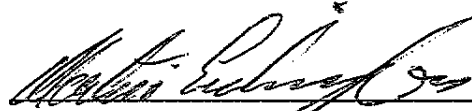
5. The approval of the Plan and Agreement of Merger by the shareholders of each of the Merging Corporations and by the sole shareholder of the Survivor was by unanimous written consent.

6. The approval of the Plan and Agreement of Merger was duly authorized by all actions required by the laws under which each of the Merging Corporations and the Survivor were incorporated and by each of their constituent documents.

7. Survivor will continue to exist as the surviving corporation under the present name pursuant to the provisions of the laws of the State of Florida and will be governed by said laws.

8. The merger herein provided for shall be effective as of December 31, 2000.

Executed by the undersigned as of the 19th day of December, 2000.

A handwritten signature in cursive script, appearing to read "Martin Eichenberger".

Martin Eichenberger
President, Rohwedder, Inc.

ORL1 #606280 v3

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger, dated as of December 19, 2000 (the "Agreement"), is entered into by and among Rohwedder, Inc., a Florida corporation (the "Survivor"), Pematech-Rohwedder, Inc., a California corporation ("Pematech"), and Marketech, Inc., a Minnesota corporation ("Marketech") (Pematech and Marketech shall be referred to hereinafter collectively as the "Merging Corporations"). The Survivor and the Merging Corporations are referred to hereinafter collectively as the "Parties."

Background:

The Survivor is wholly-owned by Rohwedder USA, LLC, a Delaware limited liability company ("Rohwedder USA"), Pematech is wholly-owned by Rohwedder USA and Marketech is wholly-owned by Pematech. Rohwedder USA and the Parties desire to merge the Merging Corporations into the Survivor pursuant to the provisions of the Florida Business Corporation Act, the California Corporations Code and the Minnesota Statutes, as applicable. The Parties intend that, upon the consummation of the transactions contemplated by this Agreement, the separate corporate existence of each of the Merging Corporations shall cease. This Agreement was approved on December 18, 2000 by resolutions adopted by the Board of Directors of each of the Parties and by resolutions adopted by the sole shareholders of each of the Parties. Accordingly, in consideration of the mutual agreement and covenants of the Parties set forth below, the Parties agree as follows:

Terms:

1. Merger. The Merging Corporations shall, pursuant to the provisions of the California Corporations Code or the Minnesota Statutes, as applicable, and the Florida Business Corporation Act, be merged with and into the Survivor, which shall be the surviving corporation upon the Effective Time (as defined in Section 2 below) of the merger, and which shall continue to exist as the surviving corporation under its current name. The Survivor shall be governed by the laws of the State of Florida, which is the jurisdiction of its organization. The separate existence of each of the Merging Corporations shall cease upon the Effective Time of the merger in accordance with the provisions of the California Corporations Code or the Minnesota Statutes, as applicable.

2. Effective Time. The Effective Time of the merger in California shall be effective upon the filing of Articles of Merger and the Agreement of Merger along with originally executed officers' certificates for each Party with the California

Secretary of State, and in Minnesota upon the filing of the Articles of Merger with the Minnesota Secretary of State and in Florida upon the filing of the Articles of Merger with the Florida Secretary of State ("Effective Time").

3. Articles of Incorporation. The articles of incorporation of the Survivor as in force and effect at the Effective Time of the merger in the State of Florida shall be the articles of incorporation of the Survivor, and the articles of incorporation shall continue in full force and effect until further amended and changed in the manner prescribed by the Florida Business Corporation Act.

4. Bylaws. The bylaws of the Survivor as in force and effect at the Effective Time will be the bylaws of the Survivor and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Business Corporation Act.

5. Directors and Officers. The directors and officers of the Survivor in office at the Effective Time of the merger shall be the directors and officers of the Survivor, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Survivor.

6. Conversion of Shares. Upon the Effective Time, by virtue of the merger and without any action on the part of the Parties, each share and each certificate representing shares of capital stock of each of the Merging Corporations that is outstanding immediately prior to the Effective Time of the merger shall be cancelled and extinguished and cease to exist, and no shares of the Survivor shall be issued in exchange therefor. Each share of the Survivor's capital stock that is issued and outstanding immediately prior to the Effective Time of the merger shall remain issued and outstanding after the Effective Time and shall not be affected by the merger.

7. Continuation of Rights and Obligations. At and after the Effective Time, the Survivor shall possess all rights, privileges, powers and franchises of the Merging Corporations. All property, real, personal, and mixed, all debts due on whatever account, all other things and actions, and every other interest of or belonging to the Merging Corporations shall be vested in the Survivor without further action. At and after the Effective Time of the merger, the Survivor shall assume and be liable for all liabilities and obligations of the Merging Corporations as if those liabilities and obligations had been incurred by the Survivor.

8. Fees and Franchise Taxes. A tax clearance certificate for Pematech has been obtained from the California Franchise Tax Board. The Survivor shall be responsible for the payment of all fees and franchise taxes required to be paid by law to the States of California and Minnesota that are due and owing, or that may

become due and owing, by the Merging Corporations, and the Survivor will be obligated to pay such fees and franchise taxes if the same are not timely paid.

9. Shareholder Approval. This Agreement shall be submitted to the sole shareholder of each of the Merging Corporations for their approval or rejection in the manner prescribed by the provisions of the California Corporations Code or the Minnesota Statutes, as applicable, and to the sole shareholder of the Survivor for its approval or rejection in the manner prescribed by the provisions of the Florida Business Corporation Act.

10. Subsequent Action. In the event that this Agreement shall have been approved by the sole shareholder of each of the Merging Corporations and the merger shall have been authorized by a duly adopted resolution in the manner prescribed by the provisions of the California Corporations Code and the Minnesota Statutes, as applicable, and in the event that this Agreement shall have been approved by the sole shareholder of the Survivor in compliance with the provisions of the Florida Business Corporation Act, the Merging Corporations and the Survivor hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the States of California, Minnesota and Florida, and that they will cause to be performed all necessary acts in the States of California, Minnesota and Florida and elsewhere to effectuate the merger, subject, however, to any provision or provisions contained hereinafter for abandoning the merger before or after the authorization thereof by the shareholders of the Merging Corporations or of the Survivor.

11. Termination. This Agreement may be terminated at any time prior to the Effective Time of the merger by any of the Parties.

12. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified, and supplemented in any and all respects by written agreement of the respective Boards of Directors of the Parties (or by their respective officers authorized by such Boards of Directors) at any time prior to the Effective Time of the merger with respect to any of the terms contained herein.

13. Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

15. Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws rules thereof.

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

"PEMATECH":

Pematech-Rohwedder, Inc.

By: _____

Name: _____

Title: _____

"MARKETECH":

Marketech, Inc.

By: Martin Eichberger

Name: Martin Eichberger

Title: CEO

the "SURVIVOR":

Rohwedder, Inc.

By: Martin Eichberger


Name: Martin Eichberger

Title: CEO

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

"PEMATECH":

Pematech-Rohwedder, Inc.

By: 
Name: JAMES R. GIBSON
Title: PRESIDENT & C.O.O.

"MARKETECH":

Marketech, Inc.

By: _____
Name: _____
Title: _____

the "SURVIVOR":

Rohwedder, Inc.

By: _____
Name: _____
Title: _____