

P95000088993



THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 072858 4336650

AUTHORIZATION : *Patricia Pigato*

COST LIMIT : \$ 70.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

98 DEC 22 PM 3:58

FILED

ORDER DATE : December 21, 1998

ORDER TIME : 10:20 AM

ORDER NO. : 072858-060

CUSTOMER NO: 4336650

800002718928-3

CUSTOMER: Mario Fontes, Esq
Baker & Mckenzie
1200 Brickwell Avenue
19th Floor
Miami, FL 33131

ARTICLES OF MERGER

CORNELL COMPUTER CORPORATION

INTO

INTERIM TECHNOLOGY, INC.

EFFECTIVE DATE

12-24-98

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Janice Vanderslice

EXAMINER'S INITIALS:

cc

Merger
12-22-98

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

98 DEC 22 PM 4:28

FILED

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

CORNELL COMPUTER CORPORATION, an Arizona corporation not qualified in
Florida

INTO

INTERIM TECHNOLOGY INC., a Florida corporation, P95000088993.

File date: December 22, 1998 , effective December 24, 1998

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Account charged: 70.00

ARTICLES OF MERGER

of

CORNELL COMPUTER CORPORATION, an Arizona corporation

with and into

INTERIM TECHNOLOGY INC., a Florida corporation

FILED
98 DEC 22 PM 3:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), CORNELL COMPUTER CORPORATION, an Arizona corporation (the "Subsidiary") and INTERIM TECHNOLOGY CORPORATION, a Florida corporation (the "Surviving Corporation") hereby adopt the following Articles of Merger for the purpose of merging Subsidiary with and into Surviving Corporation (the "Merger").

FIRST: The exact name, street address of its principal office, jurisdiction and entity type of Subsidiary, the merging party, is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
CORNELL COMPUTER CORPORATION 2050 Spectrum Boulevard Fort Lauderdale, Florida 33309	Arizona	Corporation

FEI Number: 11-2775664

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of Surviving Corporation, the surviving party, is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
INTERIM TECHNOLOGY INC. 2050 Spectrum Boulevard Fort Lauderdale, Florida 33309	Florida	Corporation

Florida Document/Registration
Number: P95000088993
FEI Number: 65-0619648

THIRD: The attached Agreement and Plan of Merger (the "Plan of Merger") meets the requirements of Section 607.1104(b) of the FBCA, and was approved by the Board of Directors of the Surviving Corporation pursuant to the written consent of the Board of Directors dated December 21, 1998, which was duly executed by all of its members in accordance with Section 607.1104 and Section 607.1105 of the FBCA.

FOURTH: The Plan of Merger was approved by the Board of Directors of the Subsidiary pursuant to the written consent of the Board of Directors of the Subsidiary dated December 21, 1998, which was duly executed by all of its members.

EFFECTIVE DATE
12-24-98

FIFTH: The Surviving Corporation owns all of the issued and outstanding shares of capital stock of Subsidiary, so that there are no shareholders entitled to dissenting shareholders' rights under the FCBA.

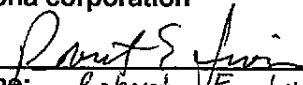
SIXTH: The Merger is permitted under the respective laws of the State of Florida and the State of Arizona and is not prohibited by the Articles of Incorporation or bylaws of the Surviving Corporation or the Subsidiary.

SEVENTH: The Merger shall not be effective until 12:01a.m. on Thursday, December 24, 1998 (the "Effective Time"). At the Effective Time, Subsidiary shall be merged with and into Surviving Corporation and the separate existence of Subsidiary shall thereupon cease. The Merger shall have the effects set forth in Sections 607.1106 and 607.1107 of the FBCA.

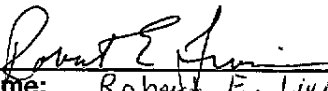
EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of the State of Florida and the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger on this 21st day of December, 1998.

CORNELL COMPUTER CORPORATION,
an Arizona corporation

By: 
Print Name: Robert E. Livonius
Title: Executive Vice President / COO

INTERIM TECHNOLOGY INC.,
a Florida corporation

By: 
Print Name: Robert E. Livonius
Title: Executive Vice President / COO

**AGREEMENT AND PLAN OF MERGER
OF
CORNELL COMPUTER CORPORATION
INTO
INTERIM TECHNOLOGY INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is executed as of December 21, 1998, by and between CORNELL COMPUTER CORPORATION, an Arizona corporation (the "Merging Corporation"), and INTERIM TECHNOLOGY INC., a Florida corporation ("IT" or the "Surviving Corporation"). The Surviving Corporation and the Merging Corporation are sometimes hereinafter referred to jointly as the "Constituent Corporations."

RECITALS

The Board of Directors of each of the Constituent Corporations deems it advisable and in the best interest of said corporations and their respective shareholders that the Merging Corporation merge with and into the Surviving Corporation.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties hereto that the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with the applicable provisions of the Florida Business Corporation Act, as amended (the "FBCA") and the Arizona Business Corporation Act, as amended (the "ABCA"), and upon the following terms and conditions:

**ARTICLE I
BACKGROUND**

Section 1.1. Organization of the Parties. The Merging Corporation is a corporation duly organized and existing under the laws of the State of Arizona. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida.

Section 1.2. Merging Corporation's Capital Stock. The Merging Corporation has authorized capital stock consisting of two hundred (200) shares of common stock, no par value, of which one hundred (100) shares are now duly issued and outstanding. The Surviving Corporation owns all issued and outstanding shares of capital stock of the Merging Corporation.

Section 1.3. Surviving Corporation's Capital Stock. The Surviving Corporation has authorized capital stock consisting of one thousand (1,000) shares of common stock, \$1.00 par value per share, of which one thousand (1,000) shares are now duly issued and outstanding.

Section 1.4. Desire to Merge. The Constituent Corporations desire to effect a statutory subsidiary-parent merger of the Merging Corporation into the Surviving Corporation (the "Merger") in the manner herein set forth, and the Board of Directors of the Constituent Corporations have duly adopted resolutions, by written consent, approving this Agreement.

**ARTICLE 2
PARTIES TO PROPOSED MERGER**

Section 2.1. The Merging Corporation. The name of the corporation proposing to merge with and into the Surviving Corporation is CORNELL COMPUTER CORPORATION.

Section 2.2. The Surviving Corporation. The name of the corporation into which the Merging Corporation proposes to merge is INTERIM TECHNOLOGY INC.

ARTICLE 3
TERMS AND CONDITIONS OF PROPOSED MERGER
AND MODE OF CARRYING MERGER INTO EFFECT

Section 3.1. General. Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined): (a) the Merging Corporation shall merge with and into the Surviving Corporation, which shall survive the merger and continue to be a Florida corporation; (b) the separate existence and corporate organization of the Merging Corporation shall cease upon the Effective Date of the Merger, as provided by the FBCA and ABCA; (c) the corporate existence of the Surviving Corporation with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; (d) the Surviving Corporation shall be governed by the laws of the State of Florida and succeed to all rights, assets, liabilities and obligations of the Merging Corporation as set forth in the FBCA; and (e) the shares of common stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain outstanding shares of the common stock of the Surviving Corporation in accordance with their terms.

Section 3.2. Effective Date of the Merger. The "Effective Date of the Merger" with respect to the merger contemplated by this Agreement shall be Thursday, December 24, 1998, at 12:01 a.m.

Section 3.3. Private Property of Shareholders. The private property of the shareholders of each of the Constituent Corporations shall not be subject to the payment of the corporate debts of either corporation to any extent whatsoever.

ARTICLE 4
MANNER AND BASIS OF CONVERTING SHARES OF
CAPITAL STOCK OF THE MERGING CORPORATION
INTO SHARES OF THE SURVIVING CORPORATION

Upon the Effective Date of the Merger, all issued and outstanding shares of capital stock of the Merging Corporation shall automatically and by operation of law be canceled without any consideration being issued or paid therefor and all certificates evidencing ownership of such shares shall be void and of no effect, and all issued and outstanding shares of capital stock of the Surviving Corporation, without any action on the part of the holder thereof, shall remain issued and outstanding and the certificates evidencing these shares shall remain valid.

ARTICLE 5
ARTICLES OF INCORPORATION AND BY-LAWS
OF THE SURVIVING CORPORATION

The Articles of Incorporation of IT as of the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until sooner amended or changed as permitted by Florida law. Also, as of the Effective Date of the Merger, the By-laws of IT shall be the By-laws of the Surviving Corporation and shall continue in full force and effect until sooner amended or changed as permitted by Florida law.

ARTICLE 6
DIRECTORS AND OFFICERS

The directors and officers of the Surviving Corporation in office on the Effective Date of the Merger shall continue to be the directors and officers of the Surviving Corporation following the Merger, each to hold office until their respective successors shall have been elected and shall have been qualified or until their earlier resignation or removal.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

Section 7.1. The Merging Corporation represents and warrants as follows:

(a) Organization and Good Standing. The Merging Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Arizona and has the corporate power to carry on its business as it is now being conducted.

(b) Authorization. The execution, delivery and performance of this Agreement by the Merging Corporation has been duly and validly authorized and approved by all necessary corporate action.

Section 7.2. The Surviving Corporation represents and warrants as follows:

(a) Organization and Good Standing. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power to carry on its business as it is now being conducted.

(b) Authorization. The execution, delivery and performance of this Agreement by the Surviving Corporation has been duly and validly authorized and approved by all necessary corporate action.

ARTICLE 8 EFFECTS OF MERGER

The Merger shall have the effects provided by Sections 607.1106 and 607.1107 of the FBCA and Sections 10-1106 and 10-1107 of the ABCA. As of the Effective Date of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, liabilities and duties of the Merging Corporation; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the Merging Corporation, shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any property or any interest therein, vested in the Merging Corporation, shall not revert to or be in any way impaired by reason of the Merger. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of the Merging Corporation (including, without limitation, all federal, state and local tax obligations and liabilities of the Merging Corporation); and any claims existing by or against the Merging Corporation may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Corporation may be substituted in the place of the Merging Corporation. The rights of any creditors of the Merging Corporation shall not be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of the Merging Corporation.

ARTICLE 9 CORPORATE APPROVALS AND TERMINATION

Section 9.1. Corporate Approvals. Pursuant to Section 607.1104 of the FBCA and Section 10-1104 of the ABCA, this Agreement and related matters shall not be submitted to the shareholders of the Surviving Corporation or the Merging Corporation, respectively, to vote or consent with respect thereto.

Section 9.2. Termination. At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by the Merging Corporation or the Surviving Corporation by appropriate resolution of their respective Board of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Corporation nor the Surviving Corporation or their respective shareholders, directors or officers may be held liable in respect to such termination or abandonment.

ARTICLE 10 MISCELLANEOUS

Section 10.1. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of the Merging Corporation to take any and all such action.

Section 10.2. Costs. All costs in connection with this Agreement and Plan of Merger will be paid by the Surviving Corporation.

Section 10.3. Payment of Dissenters. Pursuant to Sections 10-301 and 10-1302 of the ABCA and Sections 607.1301 and 607.1302 of the FBCA, there are no dissenting shareholders because the Surviving Corporation is the sole shareholder of the Merging Corporation.

Section 10.4. Procedure. Each party will in a timely manner follow the procedures provided by Florida and Arizona law in connection with the Merger including the filing of appropriate Articles of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Agreement and the transactions contemplated hereby.

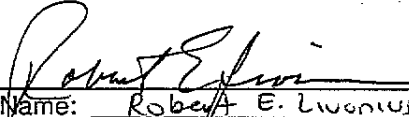
Section 10.5. Tax Consequences. It is the express intent and purpose of this Agreement that the transaction contemplated hereunder shall qualify under the Internal Revenue Code of 1986, as amended (the "Code"), as tax-free reorganization within the meaning of Section 368 of the Code. To this end, any ambiguity in this Agreement shall be resolved in an interpretation that will qualify this transaction as a tax-free reorganization Section 368 of the Code. Notwithstanding the above, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by any person involved in this transaction.

EXECUTED as of the date first above written.


ATTEST:

By: 
M. Steven LaCroix
Assistant Secretary

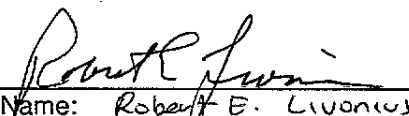
INTERIM TECHNOLOGY INC.

By: 
Print Name: Robert E. Livonius
Title: Executive Vice President/COO

ATTEST:

By: 
M. Steven LaCroix
Assistant Secretary

CORNELL COMPUTER CORPORATION

By: 
Print Name: Robert E. Livonius
Title: Executive Vice President/COO

WAIVER OF MAILING REQUIREMENT

Pursuant to Section 607.1104 of the Florida Business Corporation Act, as amended, and Section 10-1104 of the Arizona Business Corporation Act, as amended, the undersigned, constituting the owner of all issued and outstanding shares of capital stock of Cornell Computer Corporation, a corporation duly organized and validly existing under the laws of the State of Arizona (the "Corporation"), hereby waives the necessity of the mailing of the Agreement and Plan of Merger between the Corporation and Interim Technology Inc. dated as of December 21, 1998.

INTERIM TECHNOLOGY INC.

By: Robert E. Livonius
Print Name: Robert E. Livonius
Title: Executive Vice President/COO