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2/29/96

FLORIDA DIVISION OF CORPORATIONS
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ELECTRONIC FILING COVER SHEET

TO: DIVISION OF CORPORATIONS
DEPARTMENT OF STATE
STATE OF FLORIDA
409 EAST GAINES STREET
TALLAHASSEE, FL 32399
FAX: (904) 922-4000

FROM: EMPIRE CORPORATE KIT COMPANY
1492 W FLAGLER ST
SUITE 200
MIAMI FL 33135-

CONTACT: RAY STORMONT
PHONE: (305) 541-3694
FAX: (305) 541-3770

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DOCUMENT TYPE: FLORIDA PROFIT CORPORATION OR P.A.

NAME: INTELLIGENT TRUCK OPROJECT, INC.

FAX AUDIT NUMBER: H96000002908

CURRENT STATUS: REQUESTED

DATE REQUESTED: 02/29/1996

TIME REQUESTED: 13:12:16

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13 FEB 29 PM 2:57
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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

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**ARTICLES OF INCORPORATION
OF
INTELLIGENT TRUCK PROJECT, INC**

The undersigned subscribers to these Articles of Incorporation, being natural persons, competent to contract, hereby form a corporation under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of the corporation shall be:
INTELLIGENT TRUCK PROJECT, INC

**ARTICLE II
PURPOSES**

The purpose for which the corporation is formed and the business and objects to be carried on and promoted by it are as follows:

- a) Any legal business other than Banking and Insurance; and,
- b) To transact any lawful business.

**ARTICLE III
CAPITAL STOCK**

The maximum number of shares that this corporation is to have outstanding at any one time is Five Million shares of common stock, having a nominal or par value of \$.01 per share. The consideration to be paid for each share shall be fixed by the Board of Directors.

DAVID A. ROSENBLATT
ATTORNEY AT LAW
9190 Sunset Drive
Miami, Florida 33173
305-595-3444
FILA #253758

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ARTICLE IV**TERM**

This corporation shall have perpetual existence.

ARTICLE V**REGISTERED OFFICE
and PRINCIPAL OFFICE**

The Registered and Principal Office shall be located at 6966 SW 110 Court, Miami, Florida 33173 or such other place as the Board of Directors shall from time to time direct, with appropriate notice being given to the Secretary of State in accordance with law.

ARTICLE VI**DIRECTORS, OFFICERS AND INITIAL REGISTERED AGENT**

This corporation shall have not less than one (1) nor more than nine (9) directors, as set forth in the By-Laws. The name and street addresses of the first Board of Directors, the initial Registered Agent and the initial Officers of this corporation who, subject to these Articles of Incorporation, By-Laws and the laws of the State of Florida, shall hold office until their successors have been elected and qualified are as follows:

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NAME**ADDRESS**

Hamby Hutcheson, President

6966 SW 110 Court
Miami, Florida 33173

Mary Lou Hutcherson,
Secretary/Treasurer

6966 SW 110 Court
Miami, Florida 33173

ARTICLE VII
SUBSCRIBERS

The names and street addresses of the subscribers to these
Articles of Incorporation are:

NAME
Hamby Hutcherson, President

ADDRESS
6966 SW 110 Court
Miami, Florida 33173

Mary Lou Hutcherson,
Secretary/Treasurer

6966 SW 110 Court
Miami, Florida 33173

ARTICLE VII
SPECIAL PROVISION

Any action by the directors of this corporation which is
within their power taken at a meeting of such directors shall be
valid for all intents and purposes whether or not lawful notice
of said meeting shall have been given to all directors as
required by law or by the By-Laws of this corporation, if at any
time prior to, during or subsequent to such meeting all directors
shall execute a waiver of notice of such meeting or approve the
action taken at such meeting.

When not prohibited by law, any action of the shareholders
of this corporation may be taken without a meeting if consent in

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writing, setting forth the action so taken, shall be signed by all the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Corporation as part of the corporate records. Such consent shall have the same force and effect as the unanimous vote of the shareholders and may be stated as such in any certificate or document filed with the Department of State of the State of Florida or any other governmental agency of any state, county or nation or with any private organization, corporation, person or persons.

Nothing in this Article shall be construed to allow any act of the Board of Directors to be approved by less than a majority of said directors or wherever a greater vote is required by law or in the By-Laws for that vote.

ARTICLE IX

INSPECTION OF BOOKS AND RECORDS

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The corporation shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the corporation (other than the stock book) or any of them shall be open to the inspection of shareholders and no shareholder shall have any right of inspecting any account, book or document of this corporation except as conferred by statute unless authorized by a resolution of the shareholders or the Board of Directors.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every officer and every director of the corporation shall be

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indemnified by the corporation as permitted by law against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party or in which they may become involved by reason of them being or having been an officer or director at the time such expenses are incurred. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director may be entitled.

ARTICLE XI

TELEPHONE MEETING AUTHORIZED

Members of the Board of Directors or of any executive committee designated by the Board of Directors in accordance with law shall be deemed present at any meeting of the Board of Directors or the executive committee as the case may be, if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and be heard by all other persons, is used.


ARTICLE XII

AMENDMENTS

These Articles of Incorporation may be amended in the manner and with the vote provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Dade County, Florida, this 27th day of February, 1996.

H 960000 02908


HAMBY HUTCHESON

FEB-29-1996 13:36

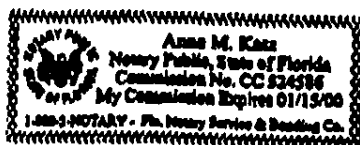
P.12
FEB 29 1996
MILWAUKEE, WIS.

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STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day personally appeared HAMBY HUTCHESON, to me well known to be the individual described in and who executed the foregoing Articles of Incorporation of Intelligent Truck Project, Inc., and he acknowledged before me that he signed and executed the same for the purposes stated therein.

SWORN TO AND SUBSCRIBED before me this 27th day of February, 1996.



Anna M. Katz
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

**CERTIFICATE ACCEPTING DESIGNATION
OF
REGISTERED AGENT**

I, DAVID A. ROSENBLATT, ESQUIRE, hereby certify that I have accepted the designation as Registered Agent of Intelligent Truck Project, Inc., and agree to serve as its agent to accept service of process within the State at its Registered Office.

H 960000 02908

David A. Rosenblatt
DAVID A. ROSENBLATT

DAVID A. ROSENBLATT
ATTORNEY AT LAW
9190 Sunset Drive
Miami, Florida 33173

1201 HAYS STREET
TALLAHASSEE, FL 32304-2607

800-342-8086

P96000018864



PRENICE HALL
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 193195 1217D

AUTHORIZATION :

Patricia Pizich

COST LIMIT : \$ 70.00

ORDER DATE : December 18, 1996

ORDER TIME : 10:48 AM

ORDER NO. : 193195-005

700002092747--7

CUSTOMER NO: 1217D

CUSTOMER: Renee Laurence, Legal Asst.
Buchanan Ingersoll, P.C.
1 Turnberry Place, Suite 606
19495 Biscayne Boulevard
N. Miami Beach, FL 33180

ARTICLES OF MERGER

ITP ACQUISITION CORPORATION

INTO

INTELLIGENT TRUCK
PROJECT, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY

N. HENDRICKS DEC 19 1996

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS: _____

FILED
96 DEC 18 PM 12:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
96 DEC 18 PM 12:09
DIVISION OF CORPORATION

**ARTICLES OF MERGER
Merger Sheet**

MERGING: -----

JTP ACQUISITION CORPORATION, A NON QUALIFIED DELAWARE CORPORATION

INTO

INTELLIGENT TRUCK PROJECT, INC., a Florida corporation, P96000018864.

File date: December 18, 1996

Corporate Specialist: Nancy Hendricks

Account number: 072100000032

Account charged: 70.00

**ARTICLES OF MERGER
of
INTELLIGENT TRUCK PROJECT, INC. and
ITP ACQUISITION CORPORATION**

FILED
96 DEC 18 PM 12:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida 1989 Business Corporation Act, the undersigned, being the President of Intelligent Truck Project, Inc., a Florida corporation ("ITP"), and ITP Acquisition Corporation, a Delaware corporation ("IAC"), respectively, do hereby certify, on behalf of said corporations, that:

ARTICLE I

ITP and IAC are the corporations which are parties to the merger. The surviving corporation is ITP.

ARTICLE II

The Plan of Merger adopted by the shareholders and the Board of Directors of ITP and IAC on December 13, 1996 is attached hereto.

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized officers as of this 13th day of December, 1996.

INTELLIGENT TRUCK PROJECT, INC.

By: Stanley Dickerson
Title: PRESIDENT/CEO

ITP ACQUISITION CORPORATION

By: Donald Miller
Title: Secretary

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Merger Agreement"), dated as of December 16, 1996 is between ITP ACQUISITION CORP., a Delaware corporation ("ITP Acquisition of Delaware") and INTELLIGENT TRUCK PROJECT, INC., a Florida corporation ("Intelligent Truck of Florida").

WHEREAS, ITP Acquisition of Delaware is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, Intelligent Truck of Florida is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, on the date of this Merger Agreement, ITP Acquisition of Delaware has authority to issue sixteen million (16,000,000) shares of stock, fifteen million (15,000,000) shares of which are Common Stock, \$.01 par value per share ("ITP Acquisition of Delaware Common Stock"), one (1) share of which is issued and outstanding, and one million (1,000,000) shares of Preferred Stock, \$.01 par value per share ("ITP Acquisition of Delaware Preferred Stock"), no shares of which are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, Intelligent Truck of Florida has authority to issue five million (5,000,000) shares of Common Stock, \$.01 par value per share ("Intelligent Truck of Florida Common Stock"), two million nine hundred ninety-three thousand seven hundred one (2,993,701) shares of which are issued and outstanding;

WHEREAS, the respective Boards of Directors of ITP Acquisition of Delaware and Intelligent Truck of Florida have determined that it is advisable and in the best interests of each of such corporations that ITP Acquisition of Delaware merge in a tax-free reorganization with and into Intelligent Truck of Florida upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the respective Boards of Directors of ITP Acquisition of Delaware and Intelligent Truck of Florida have, by resolutions duly adopted, approved this Merger Agreement, and the shareholders of ITP Acquisition of Delaware have duly approved this Merger Agreement by unanimous written consent dated December 13, 1996 and the shareholders of Intelligent Truck of Florida have, by written consent dated December 13, 1996, duly approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, ITP Acquisition of Delaware and Intelligent Truck of Florida hereby agree as follows:

1. **Merger.** ITP Acquisition of Delaware will be merged with and into Intelligent Truck of Florida (the "Merger"), and Intelligent Truck of Florida shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The merger shall become effective upon the time and date of filing of such documents as may be required under applicable law ("Effective Time").

2. **Governing Documents.** The Certificate of Incorporation and the Bylaws of Intelligent Truck of Florida as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. **Succession.** At the Effective Time, the separate corporate existence of ITP Acquisition of Delaware shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of ITP Acquisition of Delaware; and all and singular, the rights, privileges, powers and franchises of ITP Acquisition of Delaware and all property, real, personal and mixed, and all debts due to ITP Acquisition of Delaware on whatever account, as well as for share subscriptions and all other things in action or belonging to ITP Acquisition of Delaware shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of ITP Acquisition of Delaware, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in ITP Acquisition of Delaware shall not revert or be in any way impaired by reason of the General Corporation Law of the State of Delaware; but all rights of creditors and all liens upon any property of ITP Acquisition of Delaware shall be preserved unimpaired; and all debts, liabilities and duties of ITP Acquisition of Delaware shall thenceforth 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. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of ITP Acquisition of Delaware, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of Intelligent Truck of Florida and shall be as effective and binding thereon as the same were with respect to ITP Acquisition of Delaware.

4. Further Assurances. From time to time, as and when required by Intelligent Truck of Florida or by its successors and assigns, there shall be executed and delivered on behalf of ITP Acquisition of Delaware such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Intelligent Truck of Florida the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of ITP Acquisition of Delaware and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Intelligent Truck of Florida are fully authorized in the name and on behalf of ITP Acquisition of Delaware to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Conversion of Shares.

(a) At the Effective Time, the outstanding shares of capital stock of Intelligent Truck of Florida shall be canceled or converted, as the case may be, by virtue of the Merger and without any further action on the part of any holder thereof as follows: (i) each share of Intelligent Truck of Florida Common Stock shall be converted into 0.16 shares of Common Stock, \$.01 par value per share, of Centennial Technologies, Inc. ("Centennial"); and (ii) each share of Intelligent Truck of Florida Common Stock issued and held in the treasury of Intelligent Truck of Florida shall be canceled and retired; and

(b) At the Effective Time, each share of ITP Acquisition of Delaware Common Stock issued and outstanding immediately prior thereto shall be converted into one (1) share of Common Stock, fully paid and nonassessable, of the Surviving Corporation, which shall be owned by Centennial.

6. Stock Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of ITP Acquisition of Delaware Common Stock shall be presented to Intelligent Truck of Florida to be exchanged for certificates representing shares of Intelligent Truck of Florida Common Stock as converted as herein provided. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Intelligent Truck of Florida or its transfer agents, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of Intelligent Truck of Florida Common Stock evidenced by such outstanding certificate as above provided. All certificates representing shares of Intelligent Truck of Florida outstanding immediately prior to the Effective Time owned by shareholders electing to participate in the Merger shall be surrendered to Intelligent Truck of Florida for cancellation.

7. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.