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TO: DIVISION OF CORPORATIONS FROM: EMPIRE CORPORATE KIT COMPANY  
DEPARTMENT OF STATE 1492 W FLAGLER ST  
STATE OF FLORIDA SUITE 200  
400 EAST GAINES STREET MIAMI FL 33135- 9-0000 000  
TALLAHASSEE, FL 32399 CONTACT: RAY STORMONT  
FAX: (904) 922-4000 PHONE: (305) 541-3894  
FAX: (305) 541-3770  
DOCUMENT TYPE: FLORIDA PROFIT CORPORATION OR P.A.  
NAME: FLEET.NET, INC.  
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STATE OF FLORIDA  
DIVISION OF CORPORATIONS

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DIVISION OF CORPORATIONS

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ARTICLES OF INCORPORATION  
OF  
FLEET.NET, 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:  
FLEET.NET, 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  
Fl. Bar #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:

**NAME****ADDRESS**

Hamby Hutcheson, President

6966 SW 110 Court  
Miami, Florida 33173

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Mary Lou Hutchason, 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	ADDRESS
Hamby Hutchason, President	6966 SW 110 Court Miami, Florida 33173
Mary Lou Hutchason, Secretary/Treasurer	6966 SW 110 Court Miami, Florida 33173

ARTICLE VII  
SPECIAL PROVISIO

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 writing, setting forth the action so taken, shall be signed by all the persons who would be entitled to vote upon such action at

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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 indemnified by the corporation as permitted by law against all

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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.

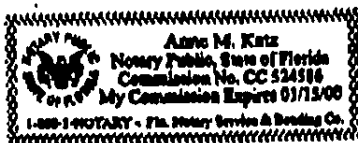
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HAMBY HUTCHESON

STATE OF FLORIDA     )  
                              on  
COUNTY OF DADE     )

BEFORE ME, the undersigned authority, this day personally appeared HAMDY HUTCHESON, to me well known to be the individual described in and who executed the foregoing Articles of Incorporation of Fleet.Net, 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.



Anne 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 Fleet.Net, Inc., and agree to serve as its agent to accept service of process within the State at its Registered Office.

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

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1201 HAYS STREET  
TALLAHASSEE, FL 32301-2607  
904-222-0111  
904-222-0111

800-342-8086

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ACCOUNT NO. : 072100000032  
REFERENCE : 193195 1217D  
AUTHORIZATION : *Patricia Pyjith*  
COST LIMIT : \$ 70.00

ORDER DATE : December 18, 1996

ORDER TIME : 10:49 AM

ORDER NO. : 193195-010

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

600002032746--0

ARTICLES OF MERGER

FLEET.NET ACQUISITION  
CORPORATION

INTO

FLEET.NET, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY

CONTACT PERSON: Deborah Schroder

N. HENDRICKS  
EXAMINER'S INITIALS:

DEC 19 1996

FILED  
95 DEC 18 PM 12:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
RECEIVED  
95 DEC 19 PM 12:09  
DIVISION OF CORPORATION



**ARTICLES OF MERGER  
Merger Sheet**

**MERGING:** -----

**FLEET.NET ACQUISITION CORPORATION, A NON QUALIFIED DELAWARE  
CORPORATION.**

**INTO**

**FLEET.NET, INC., a Florida corporation, P96000018867.**

**File date: December 18, 1996**

**Corporate Specialist: Nancy Hendricks**

**Account number: 072100000032**

**Account charged: 70.00**

**ARTICLES OF MERGER**  
of  
**FLEET.NET, INC. and**  
**FLEET.NET 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 Fleet.Net, Inc, a Florida corporation ("Fleet.Net"), and of Fleet.Net Acquisition Corporation, a Delaware corporation ("FAC"), respectively, do hereby certify, on behalf of said corporations, that:

**ARTICLE I**

Fleet.Net, Inc. and FAC are the corporations which are parties to the merger. The surviving corporation is Fleet.Net, Inc.

**ARTICLE II**

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

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their respective duly authorized officers as of this 17<sup>th</sup> day of December, 1996.

FLEET.NET, INC.

By: Stanley Stutts  
Title: President / CEO

FLEET.NET ACQUISITION CORPORATION

By: Donald Lee  
Title: Secretary

## AGREEMENT OF MERGER

**THIS AGREEMENT OF MERGER** ("Merger Agreement"), dated as of December 16, 1996 is between FLEET.NET ACQUISITION CORP., a Delaware corporation ("Fleet.Net Acquisition of Delaware") and FLEET.NET, INC., a Florida corporation ("Fleet.Net, Inc. of Florida").

**WHEREAS**, Fleet.Net Acquisition of Delaware is a corporation duly organized and existing under the laws of the State of Delaware;

**WHEREAS**, Fleet.Net, Inc. 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, Fleet.Net 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 ("Fleet.Net 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 ("Fleet.Net Acquisition of Delaware Preferred Stock"), no shares of which are issued and outstanding;

**WHEREAS**, on the date of this Merger Agreement, Fleet.Net, Inc. of Florida has authority to issue five million (5,000,000) shares of Common Stock, \$.01 par value per share ("Fleet.Net, Inc. of Florida Common Stock"), two million six hundred seventy-eight thousand one hundred one (2,678,101) shares of which are issued and outstanding;

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

**WHEREAS**, the respective Boards of Directors of Fleet.Net Acquisition of Delaware and Fleet.Net, Inc. of Florida have, by resolutions duly adopted, approved this Merger Agreement, and the shareholders of Fleet.Net Acquisition of Delaware have duly approved this Merger Agreement by unanimous written consent dated December 13, 1996 and the shareholders of Fleet.Net, Inc. 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, Fleet.Net Acquisition of Delaware and Fleet.Net, Inc. of Florida hereby agree as follows:

1. **Merger.** Fleet.Net Acquisition of Delaware will be merged with and into Fleet.Net, Inc. of Florida (the "Merger"), and the Surviving Corporation 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 Fleet.Net, Inc. 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 Fleet.Net 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 Fleet.Net Acquisition of Delaware; and all and singular, the rights, privileges, powers and franchises of Fleet.Net Acquisition of Delaware and all property, real, personal and mixed, and all debts due to Fleet.Net Acquisition of Delaware on whatever account, as well as for share subscriptions and all other things in action or belonging to Fleet.Net 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 Fleet.Net Acquisition of Delaware, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in Fleet.Net 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 Fleet.Net Acquisition of Delaware shall be preserved unimpaired; and all debts, liabilities and duties of Fleet.Net 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 Fleet.Net 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 Fleet.Net, Inc. of Florida and shall be as effective and binding thereon as the same were with respect to Fleet.Net Acquisition of Delaware.

4. **Further Assurance.** From time to time, as and when required by Fleet.Net, Inc. of Florida or by its successors and assigns, there shall be executed and delivered on behalf of Fleet.Net 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 Fleet.Net, Inc. of Florida the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Fleet.Net Acquisition of Delaware and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Fleet.Net, Inc. of Florida are fully authorized in the name and on behalf of Fleet.Net 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 Fleet.Net, Inc. 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 Fleet.Net, Inc. of Florida Common Stock shall be converted into 0.0614584 shares of the Common Stock, \$.01 par value per share, of Centennial Technologies, Inc. ("Centennial"); and (ii) each share of Fleet.Net, Inc. of Florida Common Stock issued and held in the treasury of Fleet.Net, Inc. of Florida shall be canceled and retired; and

(b) At the Effective Time, each share of Fleet.Net 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 Fleet.Net Acquisition of Delaware Common Stock shall be presented to Fleet.Net, Inc. of Florida to be exchanged for certificates representing shares of Fleet.Net, Inc. 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 Fleet.Net, Inc. 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 Fleet.Net, Inc. of Florida Common Stock evidenced by such outstanding certificate as above provided. All certificates representing shares of Fleet.Net, Inc. of Florida outstanding immediately prior to the Effective Time owned by shareholders electing to participate in the Merger shall be surrendered to Fleet.Net, Inc. 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.