

*Sheldon P. Davis*

ATTORNEY AT LAW

MEMBER  
FLORIDA BAR  
PENNSYLVANIA BAR

SUITE 890  
100 S. ADHLEY DRIVE  
P.O. BOX 737  
TAMPA, FLORIDA 33602

TEL: (813) 220-7202  
FAX: (813) 220-7340

P96000026266

March 1, 1996

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\*\*\*\*\*70.00 \*\*\*\*\*70.00

Corporate Records Bureau  
Division of Corporations  
Department of State  
409 East Gains Street  
Tallahassee, Florida 32399

Re: Filing of Articles of Incorporation  
REALTECH OF FLORIDA, INC.

Gentlemen:

Enclosed herewith for filing is an original and a copy of the Articles of Incorporation and Designation of Registered Agent of Realtech of Florida, Inc., a new corporation.

Also enclosed is a check in the amount of \$70.00 to cover the filing fee for a corporation and registered agent designation.

If any further information is required, please advise.

Sincerely yours,

*Sheldon P. Davis*  
Sheldon P. Davis

SPD:da

Encls.

FILED  
96 MAR 19 AM 7:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

T. BROWN MAR 26 1996

**ARTICLES OF INCORPORATION  
OF**

**REALTECH OF FLORIDA, INC.**

**FILED**  
96 MAR 19 AM 7:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator hereby executes and acknowledges these Articles of Incorporation for the purpose of forming a corporation for profit in accordance with the laws of the State of Florida.

**ARTICLE I**

Name

The name of this corporation shall be:

**REALTECH OF FLORIDA, INC.**

**ARTICLE II**

Principal Office

The principal office of this corporation is located at 100 S. Ashley Drive, Suite 890, Tampa, Florida 33602

**ARTICLE III**

Capital Stock

The aggregate number of shares of capital stock authorized to be issued by this corporation shall be 1,000 shares of voting common stock.

**ARTICLE IV**

Registered Office and Registered Agent

The initial registered office of this corporation shall

located be at 100 S. Ashley Drive, Suite 890, Tampa, Florida 33602; and the initial registered agent of this corporation shall be Sheldon P. Davis, Esquire.

#### ARTICLE V

##### Board of Directors

The Board of Directors of this corporation shall consist of not less than one (1) member, the exact number of directors to be fixed from time to time by the stockholders or the by-laws.

#### ARTICLE VI

##### Incorporator

The name and address of the incorporator making these Articles of Incorporation is: Sheldon P. Davis, Esquire, 100 S. Ashley Drive, Suite 890, Tampa, Florida 33602.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles for uses and purposes therein stated.

  
\_\_\_\_\_  
INCORPORATOR

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, on this 14 day of March personally appeared Sheldon P. Davis, Esquire, to me well known to be the person described in and who signed the

foregoing Articles of Incorporation and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Elizabeth R. Patterson  
Notary Public, State of Florida  
My Commission Expires: 4/12/99



ELIZABETH R. PATTERSON  
My Commission CC482629  
Expires Apr. 12, 1999  
Issued by HAI  
HXI-472-1555

Elizabeth R. Patterson  
Print Name of Notary

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON  
WHOM PROCESS MAY BE SERVED**

---

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That Sholdon P. Davis, Esquire, desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Tampa, County of Hillsborough, State of Florida, has named Sheldon P. Davis, Esquire, located at 100 S. Ashley Drive, Suite 890, City of Tampa, County of Hillsborough, State of Florida, 33602, as its agent to accept service of process within this State.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By: \_\_\_\_\_

*Sheldon P. Davis*  
(Registered Agent)

FILED  
96 MAR 19 AM 7:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

P96000026266

*Sheldon P. Davis*

ATTORNEY AT LAW

SUITE 890  
100 S. ANHLEY DRIVE  
P.O. BOX 737  
TAMPA, FLORIDA 33602

MEMBER  
FLORIDA BAR  
PENNSYLVANIA BAR

\*FL: (813) 220-7202  
FAX: (813) 220-7340

May 10, 1996

Corporate Records Bureau  
Division of Corporations  
Department of State  
409 East Gains Street  
Tallahassee, FL 32399

Re: Filing of Articles of Merger of Technological Marketing  
Associates, Inc. into RealTech of Florida, Inc.

Gentlemen:

Enclosed herewith for filing is an original and a copy of the  
Articles of Merger in connection with the above, and a check in the  
amount of \$70.00 to cover the filing fee. Please file stamp our  
copy and return it to the undersigned.

If any further information is required, please advise.

Sincerely yours,

*Sheldon P. Davis*  
Sheldon P. Davis

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SPD/sec  
enclosures

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Merger

56 MAY 13 AM 8:21

SECRET  
CORPORATE RECORDS  
DIVISION OF CORPORATIONS  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
Merger Sheet**

**MERGING:** -----

**TECHNOLOGICAL MARKETING ASSOCIATES INC., an Indiana corporation not  
qualified in Florida**

**INTO**

**REALTECH OF FLORIDA, INC., a Florida corporation, P96000026266.**

**File date: May 13, 1996**

**Corporate Specialist: Steven Harris**

**ARTICLES OF MERGER**  
**OF**  
**TECHNOLOGICAL MARKETING ASSOCIATES INC.**  
(hereinafter "the nonsurviving corporation")  
**INTO**  
**REALTECH OF FLORIDA, INC.**  
(hereinafter "the surviving corporation")

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**ARTICLE I**  
**SURVIVING CORPORATION**

SECTION 1: The name of the corporation surviving the merger is REALTECH OF FLORIDA, INC. and such name has not been changed as a result of the merger.

SECTION 2: The surviving corporation is a domestic corporation incorporated under the laws of the State of Florida

**ARTICLE II**  
**NONSURVIVING CORPORATION**

The nonsurviving corporation, TECHNOLOGICAL MARKETING ASSOCIATES, INC. is a foreign corporation that existed pursuant to the provisions of the Indiana Business Corporation Law and was incorporated on April 15, 1986.

**ARTICLE III**  
**PLAN OF MERGER OR SHARE EXCHANGE**

The Plan of Merger or share Exchange, containing such information as required by Section 607.1105 of the Florida Statutes is set forth in "Exhibit A" attached hereto and made a part hereof.



#### ARTICLE IV

##### MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION

Vote of Shareholders on April 12, 1996:

DESIGNATION OF EACH VOTING GROUP	Common
NUMBER OF OUTSTANDING SHARES	10,000
NUMBER OF VOTES ENTITLED TO BE CAST	10,000
NUMBER OF VOTES REPRESENTED AT MEETING	6,000
SHARES VOTED IN FAVOR	6,000
SHARES VOTED AGAINST	0

#### ARTICLE V

##### MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION

Vote of Shareholders on March 25, 1996:

DESIGNATION OF EACH VOTING GROUP	Common
NUMBER OF OUTSTANDING SHARES	600
NUMBER OF VOTES ENTITLED TO BE CAST	600
NUMBER OF VOTES REPRESENTED AT MEETING	600
SHARES VOTED IN FAVOR	600
SHARES VOTED AGAINST	0

In Witness Whereof, the undersigned being the President of the surviving corporation executes these Articles of Merger and verifies, subject to penalties of perjury that the statements contained herein are true, this 19th day of April, 1996.

Kenneth C. Sprague  
Signature

Kenneth C. Sprague  
Printed Name

## AGREEMENT

**PLAN AND AGREEMENT OF MERGER** dated as of March 25, 1996, ("Agreement") between TECHNOLOGICAL MARKETING ASSOCIATES, INC., an Indiana corporation ("TMA"), and REALTECH OF FLORIDA, INC. a Florida corporation ("REALTECH").

### WITNESSETH:

1. **Merger of TMA into REALTECH.** Upon the effective date, as defined in paragraph 4, TMA shall be merged with and into REALTECH and the separate existence of TMA shall cease. REALTECH as the surviving corporation shall continue its corporate existence under, and shall be governed by, the laws of the State of Florida and the directors and officers of REALTECH shall continue as the directors and officers of the surviving corporation.

2. **Certificate of Incorporation and Bylaws.** The Certificate of Incorporation of REALTECH shall be the Certificate of Incorporation of the surviving corporation following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Bylaws of REALTECH as in effect on the effective date, shall be the Bylaws of the surviving corporation until altered, amended or repealed, as provided therein.

3. **Conversion and Payment of Shares.**

A. Upon the effective date:

(i) Each issued and outstanding share of REALTECH common stock, shall be and continue to be issued and outstanding

EXHIBIT

A

stock of the surviving corporation. Six Thousand issued and outstanding shares of TMA common stock shall be forthwith converted into six hundred fully paid and non-assessable shares of the surviving corporation, except as provided in subsection (ii).

(ii) Shareholder Eammon O'Dwyer, owner and holder of 4000 shares of TMA shall receive and be paid the sum of \$77,800 in cash upon delivery to TMA or the surviving corporation the certificates for his shares.

**B. After the effective date:**

(i) Pursuant to the Plan of Merger each holder designated in 3A(i) above, of an outstanding certificate theretofore representing common stock of TMA may surrender the same to REALTECH and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of common stock of REALTECH into which the TMA shares theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. Until so surrendered, each outstanding certificate which prior to the effective date represented TMA shares, shall be deemed for all corporate purposes to evidence ownership of the number of shares of common stock of REALTECH into which the TMA shares shall have been converted.

**4. Shareholders' Approval; Effective Date.** This Agreement shall be submitted for approval to the shareholders of TMA and REALTECH, respectively, at meetings thereof held on or prior to April 20, 1996 (or such later date as the respective boards of directors shall mutually approve), called and held separately in

accordance with laws of Indiana and Florida, respectively, and, if approved by such shareholders by the votes required by law, then Articles of Merger, reflecting this Agreement in the form required of the Indiana Business Corporation Act shall be delivered to the Indiana Secretary of State and Articles of Merger or a Certificate of Merger, reflecting this Agreement, in the form required under Indiana law, shall be delivered to the Florida Department of State. Delivery of the Articles of Merger to the Indiana Secretary of State and of the Articles of Merger or the Certificate of Merger to the Florida Department of State shall not be made until the fulfillment of the conditions set forth in Sections 9 and 10. Evidence of compliance with such conditions shall be submitted to each company not later than the closing date which in turn shall be on or before April 20, 1996, or such later date as the boards of directors of both TMA and REALTECH shall mutually decide. TMA and REALTECH shall use their best efforts to the end that the filing with the Indiana Secretary of State of the Articles of Merger and the filing with the Florida Department of State shall take place on the same date. If such entry and filing takes place on the same date, the merger of TMA into REALTECH shall become effective on such date; if such entry and filing take place on different dates, the merger shall become effective on the later of said dates. The date on which the merger shall become effective as aforesaid shall be the effective date of this Agreement.

5. **Further Assurance.** Before the effective date, TMA and REALTECH shall, subject to the terms and conditions of this

Agreement, take all such action as shall be necessary or appropriate in order to effectuate the merger. In case, at any time after the effective date, REALTECH shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to REALTECH full title to and possession of all the properties, assets, rights, privileges and franchises of TMA, then the persons who were officers and directors of TMA as of the effective date shall as such officers and directors take all such action and execute and deliver all such instruments as REALTECH may so determine to be necessary or desirable.

6. **Representations and Warranties by TMA.** TMA represents and warrants as follows:

(a) TMA is a corporation duly organized, validly existing and in good standing under the laws of Indiana and has corporate power to carry on its business as it is now being conducted.

(b) TMA's authorized capital stock consists of 100,000 shares of common stock, 50,000 shares of Class A and 50,000 shares of Class B. The number of shares issued and outstanding are 10,000 shares of Class A common stock. There are no existing options, calls or commitments of any character relating to TMA's authorized and unissued stock, except as embodied in the Incentive Stock Option Plan adopted by TMA in 1995.

(c) The copies of TMA's Articles of Incorporation and Bylaws which have been delivered to REALTECH are complete and

correct. The consummation of the transactions contemplated by this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, agreement, indenture or other instrument applicable to TMA.

(d) The execution, delivery and performance of this Agreement by TMA have been duly approved by TMA's board of directors, subject to approval by holders of a majority of the common stock in the manner required by Indiana law.

(e) TMA has delivered to REALTECH copies of its current financial statements, all of which are true and correct in all materials respects, have been prepared in accordance with generally accepted accounting principles consistently followed (except as stated in the explanatory notes attached to such statements and, in the case of interim statements, except for year-end adjustments) throughout the periods covered by such statements, and present fairly the financial position of TMA at dates covered by such financial statements:

(f) Since December 31, 1995 there has not been:

(1) Any material and adverse change in TMA's financial condition, assets, liabilities or business (other than changes in the ordinary course of business);

(2) Any declaration, setting aside or payment of any dividend or other distribution in respect of TMA's common stock;

(3) Any pension, retirement or similar benefit arrangement made or agreed to by TMA.

(g) TMA has good, valid and defensible title to all its properties and assets, real and personal (including those reflected in TMA's consolidated balance sheet as at December 31, 1995, except thereafter sold or otherwise disposed of in the ordinary course of business or as consented to by REALTECH in writing), free and clear of all liens and encumbrances except the lien of current taxes not yet due and payable and except such defects of title, easements and encumbrances as are not of a character, amount or extent as to materially detract from the value, or interfere with the prospective use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. All leases pursuant to which TMA leases real or personal property are in good standing, valid and effective in accordance with their respective terms, and there is not under any of such leases any existing default, or any event which with notice or lapse of time or both would constitute a default in respect of which TMA has not taken adequate steps to prevent a default from occurring.

**7. Representations and Warranties by REALTECH.** REALTECH hereby represents and warrants as follows:

(a) REALTECH is a corporation duly organized, validly existing and in good standing under the laws of Florida. The consummation of the transactions contemplated in this Agreement will not result in any breach or violation of or default under any judgment, decree, mortgage, agreement, indenture or other instrument applicable to REALTECH.

(b) REALTECH's authorized capital stock consists of 1000

shares of common stock. At the meeting of REALTECH shareholders called to vote on this Agreement, the shareholders entitled to vote thereon will be the holders of shares of common stock outstanding on the record date for such meeting.

(c) The execution, delivery and performance of this Agreement by REALTECH have been duly and effectively authorized and consented to by REALTECH's board of directors, subject to approval by REALTECH's shareholders as required by law.

(d) The shares of REALTECH's common stock to be issued pursuant to this Agreement will, when so issued, be validly issued and outstanding, fully paid and nonassessable.

**8. Conduct of Business Pending the Effective Date.** TMA hereby agrees that, from the date of this Agreement pending the effective date and except as otherwise permitted by this Agreement or as consented to by REALTECH in writing:

(a) TMA's business shall be conducted only in ordinary course, which (without limitation) shall include the maintenance in force of the insurance policies.

(b) No change shall be made in the Articles of Incorporation or Bylaws of TMA.

(c) No increase shall be made in the regular rate of compensation payable by TMA to any officer or employee, if in any case after such increase the total annual salary rate payable by TMA no bonus in excess of the bonus paid to any such officer or employee for the fiscal year ended December 31, 1995 shall be paid by TMA and no pension, retirement or similar benefits shall accrue



or be paid to any officer or employee of TMA.

(d) , No borrowing shall be made by TMA except short-term borrowing in the ordinary course of business for normal seasonal requirements.

(e) TMA will use its best effort, consistent with conducting its business in accordance with its own business judgment, to preserve its business organization to preserve for REALTECH the good will of TMA's and its suppliers, customers and others having business relations with any of them.

9. **Conditions Precedent to obligations of REALTECH.** All obligations of REALTECH under this Agreement are subject to the fulfillment (or waiver in writing by REALTECH), prior to or at the effective date, of each of the following conditions:

(a) REALTECH shall not have discovered any error, misstatement or omission in the representations and warranties made by TMA (i) which alone is, or in the aggregate are, materially adverse to REALTECH, (ii) of which REALTECH promptly gave notice to TMA upon discovery of the same and (iii) which has not been adequately remedied to the reasonable satisfaction of REALTECH so that REALTECH incurs no detriment therefrom.

(b) TMA's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the effective date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; TMA shall have performed and complied with all agreements and conditions by this Agreement to be performed or complied with

by it prior to or at the effective date; and REALTECH shall have been furnished with a certificate of appropriate officers of TMA dated prior to the effective date certifying to the fulfillment of the foregoing conditions.

(c) The merger of TMA with and into REALTECH, in accordance with the provisions of this Agreement, shall have been authorized and approved by the holders of TMA's and REALTECH's outstanding stock in the manner required by applicable law.

(d) TMA shall have delivered to REALTECH appropriate certificates of good standing with respect to TMA from all jurisdictions in which TMA is qualified to do business.

(e) No court of competent jurisdiction has issued in an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board, bureau, agency or similar instrumentality, which will be binding on TMA pending final disposition of such action or proceeding.

10. **Conditions Precedent to the Obligations of TMA.** All obligations of TMA under this Agreement are subject to the fulfillment (or waiver in writing by TMA), prior to or at the effective date, of each of the following conditions:

(a) TMA shall not have discovered any error, misstatement or omission in the representations and warranties made by REALTECH (i) which alone is, or in the aggregate are, materially adverse to TMA, (ii) of which TMA promptly gave notice to REALTECH upon discovery of the same and (iii) which has not been adequately

remedied to the reasonable satisfaction of TMA so that TMA incurs no detriment therefrom.

(b) REALTECH's representations and warranties contained in this Agreement shall be deemed to have been made at and as of the time of the effective date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; REALTECH shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the effective date.

(c) The merger of TMA with and into REALTECH as contemplated by this Agreement shall have been authorized and approved by the holders of not less than a majority of REALTECH's outstanding common stock.

(d) No court of competent jurisdiction has issued an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board, bureau, agency or similar instrumentality, which will be binding on REALTECH pending final disposition of such action or proceeding.

(e) As of the effective date REALTECH shall have specifically assumed in writing all of the obligations of TMA under its existing bank loan agreements, and the notes issued pursuant thereto, including mortgages on which TMA is the mortgagor, such assumption to be in form and substance satisfactory to TMA.

11. **Certain Effects of Merger.** On the effective date, all the rights, privileges, powers and franchises, as well of a public

as of a private nature, of TMA shall be possessed by REALTECH, subject to the restrictions, disabilities and duties of TMA, and all and singular the rights, privileges, powers and franchises of TMA and all property, real, personal and mixed and all debts due to TMA on whatever account, as well for stock subscriptions as all other things in action or belonging to TMA, shall be vested in REALTECH, and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be as effectually the property of REALTECH as they were of TMA, and the title to any real estate vested by deed or otherwise under the laws of Indiana or any other jurisdiction in TMA shall not revert or be in any way impaired by reason of the merger herein provided for; but all rights of creditors and all liens upon any property of TMA shall be preserved unimpaired, and all debts, liabilities and duties of TMA shall upon the effective date attach to REALTECH, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

12. **Incentive Stock Option Plan.** Appropriate steps will be taken so that after the effective date and until any amendment the Incentive Stock Option Plan, the insurance programs for salaried and hourly paid employees and the salary continuance program of TMA will continue to apply to those persons who were employees of TMA prior to the effective date and who continue as employees of TMA will be eligible for the rights and benefits which they would have had if the merger herein contemplated had not been effected and such employees had continued as employees of TMA. If the board of

directors of REALTECH should determine subsequent to the effective date that it is advisable or necessary to amend or terminate the aforesaid plans, it may do so without prejudice to the rights of employees accrued to the amendment or termination date under the amended or terminated plan. No person who was an employee of TMA prior to the effective date shall, however, be deemed to have any greater rights incident to his employment or under said plan after the effective date than he or she possessed theretofore.

13. **Expenses.** If the merger contemplated herein is not consummated, the expenses of printing this Agreement and related documents will be shared equally by TMA and REALTECH and all other expenses will be paid by the party incurring them (including, but not limited to, legal fees and all expenses in connection with the preparation and mailing of proxy materials for the respective corporations). If the merger contemplated herein is consummated, all expenses incident thereto not theretofore paid by the parties will be paid by REALTECH.

14. **Entire Agreement; Waiver; Abandonment.** This Agreement embodies the entire agreement between the parties and there have been and are no agreements, representations or warranties between the parties other than those set forth herein or herein provided for. Either party may waive any inaccuracies in the representations and warranties by the other and compliance by the other with any of the covenants or conditions herein; any such waiver by either party shall be sufficiently authorized for the purposes of this Agreement if authorized or ratified by the board

of directors or executive committee of such party. At any time prior to the delivery of Articles of Merger to the Indiana Secretary of State, the merger herein contemplated may be abandoned by action of the boards of directors of both TMA and REALTECH and upon such notice to said State departments as may be required by law.


15. General. The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning and interpretation of this Agreement. This Agreement shall not be assignable by either party without the prior consent of the other. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

In Witness Whereof, the undersigned parties hereto have duly executed this Agreement as of the date first above written.


ATTEST

  
Secretary

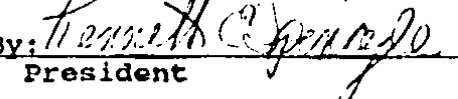
TECHNOLOGICAL MARKETING  
ASSOCIATES, INC.

By:   
President

ATTEST

  
Secretary

REALTECH OF FLORIDA, INC.

By:   
President