

P96000053367

**Document Number Only**

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**CORPORATION(S) NAME**

Lex2000 Inc. (DE)  
merging: Lex2000 Inc. (FL)

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<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 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		

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COULLETTE JUL 22 1999

TALLAHASSEE, FLORIDA  
DIVISION OF CORPORATIONS  
JUL 22 1999

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RECEIVED

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

LEX2000 INC., a Florida corporation, P96000053367

INTO

**LEX2000 INC.**, a Delaware corporation not qualified in Florida.

File date: July 22, 1999

Corporate Specialist: Cheryl Coulliette

## ARTICLES OF MERGER

of

LEX2000 INC.  
(a Delaware corporation)  
and  
LEX2000 INC.  
(a Florida corporation)

July 21, 1999

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt these Articles of Merger for the purpose of merging LEX2000 Inc., a Florida corporation ("LEX2000-FL"), into LEX2000 Inc., a Delaware corporation ("LEX2000-DE" or the "Surviving Corporation") (the "Merger").

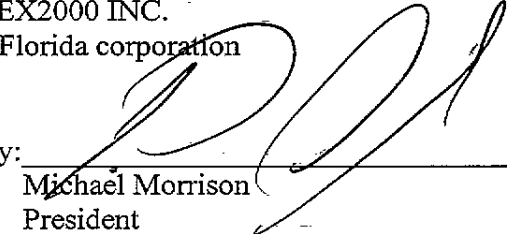
1. The Agreement and Plan of Merger dated as of July 21, 1999 between LEX2000-DE and LEX2000-FL (the "Plan of Merger") is attached hereto as Exhibit A.
2. The name of the Surviving Corporation is LEX2000 Inc.
3. The Certificate of Incorporation of LEX2000-DE shall be the Certificate of Incorporation of the Surviving Corporation.
4. The Merger shall become effective upon the filing of both these Articles of Merger with the Department of State of the State of Florida and the Certificate of Merger with the Secretary of State of the State of Delaware.
5. The Plan of Merger was adopted by the sole shareholder of LEX2000-DE on July 21, 1999. The Plan of Merger was adopted by the sole shareholder of LEX2000-FL on July 21, 1999.

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be duly executed as of the date first above written.

LEX2000 INC.  
a Delaware corporation

By:   
Michael Morrison  
President

LEX2000 INC.  
a Florida corporation

By:   
Michael Morrison  
President

**AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER, dated as of the 21st day of July, 1999 between LEX2000 Inc., a Florida corporation ("LEX2000-FL"), and LEX2000 Inc., a Delaware corporation and a wholly owned subsidiary of LEX2000-FL ("LEX2000-DE"). The two corporations are hereinafter sometimes called the "Constituent Corporations." LEX2000-FL is hereinafter also sometimes referred to as the "Merged Corporation," and LEX2000-DE is hereinafter also sometimes referred to as the "Surviving Corporation."

**WITNESSETH**

WHEREAS, the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that LEX2000-FL be merged with and into LEX2000-DE under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Florida and the State of Delaware in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, LEX2000-DE by its Certificate of Incorporation has an authorized capital stock of 100 shares, of which all are Common Stock, \$.01 par value per share, of which 100 shares of such Common Stock are now issued and outstanding, and such 100 shares of issued and outstanding Common Stock shall be canceled on the effective date of the merger;

WHEREAS, LEX2000-FL by its Articles of Incorporation has an authorized capital stock of 20,000,000 shares of Common Stock, \$.001 par value per share of which 100 shares of such Common Stock are issued and outstanding, and 1,000,000 shares of Preferred Stock, \$.001 par value per share, none of which are now issued and outstanding; and

WHEREAS, the registered office of LEX2000-FL in the State of Florida is located at 4521 PGA Boulevard #211, Palm Beach Gardens, Florida 33418; and the registered office of LEX2000-DE in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: LEX2000-DE hereby merges into itself LEX2000-FL, and LEX2000-FL shall be and hereby is merged into LEX2000-DE, which shall be the Surviving Corporation. On the effective date of the merger (the "Merger") provided for in this Agreement and Plan of Merger, the separate existence of LEX2000-FL shall cease in accordance with applicable law.

SECOND: The Certificate of Incorporation of LEX2000-DE, as in effect on the date of the Merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The effect of the Merger on the capital stock of the Merged Corporation and the Surviving Corporation shall be as follows:

(a) The one hundred (100) shares of Common Stock of the Surviving Corporation, which are issued and outstanding on the date hereof shall, without any further action on the part of anyone, be canceled on and as of the effective date of the Merger.

(b) The outstanding shares of capital stock of the Merged Corporation shall be changed and converted into the shares of the capital stock of the Surviving Corporation as follows: each share of Common Stock of the Merged Corporation which shall be outstanding on the effective date of the Merger, and all rights in respect thereof shall, without any further action on the part of anyone, be changed and converted into one share of Common Stock of the Surviving Corporation on and as of the effective date of the Merger.

(c) After the effective date of the Merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of the Merged Corporation shall cease to have any rights as a stockholder of the Merged Corporation except as such are expressly reserved to such stockholder by statute. After the effective date of the Merger, each

holder of any outstanding certificate or certificates representing shares of Common Stock of the Merged Corporation shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of Common Stock of the Surviving Corporation on the basis provided in subsection (b) immediately above. Until so surrendered, the certificates representing the outstanding shares of the capital stock of the Merged Corporation to be converted into the capital stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though such surrender and exchange had taken place.

FOURTH: The terms and conditions of the Merger are as follows:

(a) The By-laws of the Surviving Corporation as they shall exist on the effective date of the Merger shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) At and after the effective date of the Merger, the director and officers of the Surviving Corporation shall continue in office and thereafter each shall serve until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified.

(c) At and after the effective date of the Merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of either of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving

Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Corporations 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; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(e) This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The Merger shall take effect when any and all documents or instruments necessary to perfect the Merger, pursuant to the requirements of the Florida Business Corporation Act, and the General Corporation Law of the State of Delaware, are accepted for filing by the appropriate office of the State of Florida and the State of Delaware, respectively.

(f) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Corporation, by written action of its President at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (ii) the mutual consent of the Constituent Corporations, by written action of



their respective Presidents, at any time after such adoption by such stockholders and prior to the effective date of the Merger for any reason or for no reason. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

(g) This Agreement and Plan of Merger constitutes a Plan of Reorganization under the Internal Revenue Code, Section 361, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.

(h) All corporate acts, plans, policies, approvals and authorizations of LEX2000-FL, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on LEX2000-FL. The employees of LEX2000-FL shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of LEX2000-FL.

(i) From the effective date of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement and Plan of Merger.

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IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the President of each party hereto.

LEX2000 INC.  
(a Florida corporation)

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

Michael Morrison  
President

LEX2000 INC.  
(a Delaware corporation)

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

Michael Morrison  
President