

P96000095814

GREENBERG & VAZQUEZ

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AND COUNSELORS AT LAW

5550 Glades Road
Suite 401
Boca Raton, Florida 33431
Tel: (561) 750-1001
Fax: (561) 750-1008

William M. Vazquez*
Jeffrey L. Greenberg*

*Admitted in Florida and New York

March 21, 1997

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Via: Federal Express

Re: Checknet Corporations

000002134310--8
-04/04/97--01115--004
*****70.00 *****70.00

Dear sir or madam:

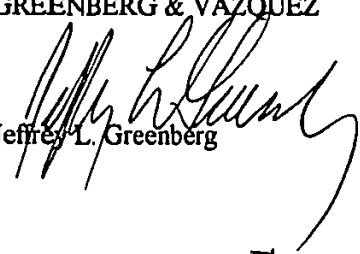
Enclosed are Articles of Merger of Checknet Corporation, Checknet Of South Florida, Inc. and Checknet Merger Corp., each Florida corporations for filing. Also enclosed is this firm's check in the amount of \$87.50 for the filing fee and for a certified copy to be returned in the enclosed envelope.

Thank you for your cooperation.

400002121794--4
-03/24/97--01116--001
*****87.50 *****37.50

Very truly yours,

GREENBERG & VAZQUEZ


Jeffrey L. Greenberg

JLG/

Enclosures

cc: Harold L. Schwartz, Jr.
Irving Bass
Ronald Kisner, Esquire
John Gaioni, Esquire

FILED
97 APR -2 AM 10:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SH 4/3
Hugan



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

March 26, 1997

Jeffrey L. Greenberg
Greenberg & Vazquez
5550 Glades Rd., Suite 401
Boca Raton, FL 33431

SUBJECT: CHECKNET MERGER CORP.
Ref. Number: P96000095814

We have received your document for CHECKNET MERGER CORP. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please remove the name NEWCO, INC. from the heading in the Articles of Merger and replace it with CHECKNET MERGER CORP.. The actual name of the corporation must be listed there. The fee to file articles of merger is \$35 for each corporation named in the merger. The fee to file this document is \$105. If you would like a certified copy, please add an additional \$52.50.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6908.

Steven Harris
Corporate Specialist

Letter Number: 697A00015228

GREENBERG & VAZQUEZ

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

ATTORNEYS AND COUNSELORS AT LAW

5550 Glades Road

Suite 401

Boca Raton, Florida 33431

Tel: (561) 750-1001

Fax: (561) 750-1008

William M. Vazquez*

Jeffrey L. Greenberg*

*Admitted in Florida and New York

April 1, 1997

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399
Att.: Mr. Steven Harris

Via: Federal Express

Re: Checknet Corporations

Dear Mr. Harris:

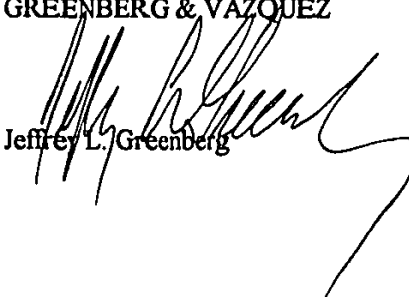
Pursuant to your letter of March 26, 1996, and our subsequent telephone conversation, enclosed are corrected Articles of Merger of Checknet Corporation, Checknet Of South Florida, Inc. and Checknet Merger Corp., each Florida corporations for filing. Also enclosed is this firm's supplemental check in the amount of \$70.00 for the filing costs.

Please return a certified copy in the enclosed envelope.

Thank you for your cooperation.

Very truly yours,

GREENBERG & VAZQUEZ


Jeffrey L. Greenberg

JLG/

Enclosures

cc: Harold L. Schwartz, Jr.
Irving Bass
Ronald Kisner, Esquire
John Gaioni, Esquire

ARTICLES OF MERGER
Merger Sheet

MERGING:

CHECKNET CORPORATION, a Florida corporation, V25115

CHECKNET OF SOUTH FLORIDA, INC., a Florida corporation, S85761

INTO

CHECKNET MERGER CORP., a Florida corporation, P96000095814

File date: April 2, 1997

Corporate Specialist: Steven Harris

STATE OF FLORIDA
ARTICLES OF MERGER
OF
CHECKNET CORPORATION
AND
CHECKNET OF SOUTH FLORIDA, INC.,
EACH A FLORIDA CORPORATION
INTO
CHECKNET MERGER CORP.,
A FLORIDA CORPORATION

FILED
97 APR - 2 AM 10:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following articles of merger:

FIRST: The plan of merger is as follows:

"AGREEMENT AND PLAN OF MERGER"

Agreement and Plan of Merger dated as of December 18, 1996 by and among Checknet Merger Corp., a Florida corporation ("Newco"), Checknet Corporation f/k/a Checknet USA, Inc., a Florida corporation ("Checknet"), and Checknet of South Florida, Inc., a Florida corporation ("CSFI") (Checknet and CSFI are sometimes referred to herein as the "Merged Companies"; the Merged Companies and Newco are sometimes referred to herein as the "Companies").

The following Agreement and Plan of Merger ("Plan of Merger") has been adopted by the respective Boards of Directors of the Companies:

I
SHAREHOLDER APPROVALS

Each of the Companies shall call a meeting of the holders of record of its outstanding capital stock (the "Capital Stock") for the purpose of voting upon this Plan of Merger, which

meeting shall be held as promptly as possible after the execution and delivery of the Plan of Merger. Such meetings and any adjournments thereof are referred to herein as the "Meetings." Newco shall prepare an Information Statement in connection with the Meetings, which shall contain such relevant information regarding the merger referred to herein (the "Merger") as the Boards of Directors of the Companies, in consultation with legal counsel, may mutually determine to be necessary and appropriate to enable the shareholders of the Companies to evaluate the terms and conditions of the Merger, and the Merged Companies shall furnish all such information as shall be reasonably needed for inclusion in the Information Statement. As soon as practicable, each of the Companies shall set the dates of their respective Meeting, fix the dates as to which shareholders of record are entitled to notice of and vote at such Meetings and mail the relevant Notice of Meeting and Information Statement to shareholders for use at the Meetings.

II

MERGER OF THE COMPANIES

2.1 Filing of Certificate of Merger

If this Plan of Merger is adopted by the holders of not less than a majority of the issued and outstanding shares of Common Stock of each of the Companies entitled to vote on the Plan of Merger, in accordance with the Florida Business Corporation Law, and if the Merger is not abandoned as permitted by the provisions of this Plan of Merger, as soon as practicable following such adoption of this Plan of Merger, a Certificate of Merger shall be submitted for filing to the Secretary of State of the State of Florida. The date and time of such submission for filing is referred to herein as the "Filing Date."

2.2 Effective Date

The Merger shall become effective on the date and at the time when the Certificate of Merger has been filed by the Secretary of State of the State of Florida. The date and time of such effectiveness is referred to herein as the "Effective Date."

2.3 Merger

Upon the Effective Date, each of the Merged Companies shall be merged into Newco (which shall be the surviving corporation of the Merger and is sometimes hereinafter referred to as the "Surviving Corporation"). Upon the Effective Date, the separate existence of each of the Merged Companies shall cease, and said corporations shall merge into the Surviving Corporation, and the Surviving Corporation shall possess all the rights, privileges, powers, and franchises as well of a public as of a private nature and be subject to all the restrictions, disabilities, and duties of each of the Companies, the rights, privileges, powers, and franchises of each of said Companies, and all property, real, personal, and mixed, and all debts due to each of said Companies on whatever account, as well for all other things in action or belonging to each of such Companies, shall be vested in the Surviving Corporation; and all property, rights and

privileges, powers and franchises, and all and every effect as if herein set forth in full, and from and after the Effective Date the Articles of Incorporation shall be the Articles of Incorporation of the Surviving Corporation.

2.6 By-Laws

The By-Laws of Newco existing immediately prior to the Effective Date shall, upon the Effective Date, become the By-Laws of the Surviving Corporation.

2.7 Vacancies

If a vacancy shall exist in the Board of Directors of the Surviving Corporation on the Effective Date or in any of the offices of the Surviving Corporation for any reason, such vacancy may thereafter be filled in the manner provided by the Articles of Incorporation and/or By-Laws of the Surviving Corporation or as otherwise provided by law.

III CONVERSION OF SHARES

3.1 Outstanding Shares

The authorized and outstanding capital stock of each of the Companies is as follows:

Newco:

<u>Class</u>	<u>Authorized</u>	<u>Outstanding</u>
Common, \$.01 par value	1,000 shs.	200 shs.

Checknet:

<u>Class</u>	<u>Authorized</u>	<u>Outstanding</u>
Common, \$1.00 par value	500 shs.	100 shs.

CSEI:

<u>Class</u>	<u>Authorized</u>	<u>Outstanding</u>
Common, \$.01 par value	1,000,000 shs.	100 shs.

3.2 Conversion of Shares of Merged Companies.

(a) All shares of Common Stock of each Merged Company that are outstanding immediately prior to the Merger shall, (a) if held by a Majority Shareholder (as defined below), automatically be canceled and the Majority Shareholder shall receive no independent consideration therefor (it being understood that the Majority Shareholders are the sole shareholders of all of the outstanding capital stock of Newco), or (b) if held by a Minority Shareholder (as defined below), automatically be canceled and transformed into the right to receive an amount (the "Merger Payout Price") equal to the fair market value thereof, as established by an independent appraiser retained by the Boards of Directors of the Companies for that purpose, subject to the right of dissent and appraisal by such holders in accordance with applicable law. The precise amount of the Merger Payout Price to be paid to each Minority Shareholder, based on the fair market value of his or her shares (as determined by such appraisal), shall be set forth in an Exhibit to the copy of this Plan of Merger that is distributed to the shareholders of the Companies in connection with the Meetings. The Merger Payout Price shall be payable in cash within ten (10) business days following the effective date of the Merger.

(b) All of the shares of Common Stock of each Merged Company that are issued and outstanding immediately prior to the Merger shall be automatically canceled upon the Effective Date of the Merger.

(c) A shareholder who does not dissent and exercise his appraisal rights must surrender all of his or her shares of Common Stock of each Merged Company promptly after the Effective Date, as provided in Section 3.4 below.

(d) For purposes of this Plan of Merger, the term "Majority Shareholder" shall mean any shareholder of a Merged Company who, as of the date this Plan of Merger is approved by the Board of Directors of such Merged Company, owns of record or beneficially more than 20% of the issued and outstanding shares of capital stock of such Merged Company; and the term "Minority Shareholder" shall mean any shareholder of a Merged Company who is not a Majority Shareholder.

3.3 Paying Agent

The Surviving Corporation shall act as its own paying agent ("Paying Agent") to effect the surrender of stock certificates for Common Stock of the Merged Companies and payment therefor as provided herein; provided, however, that, at any time after the Merger, the Surviving Corporation may appoint a bank or trust company in the United States to act as its Paying Agent which will thereafter take over the responsibility of effecting the surrender of stock certificates representing shares of Common Stock of the Merged Companies and payment therefor, if applicable. As hereinafter used, the term "Paying Agent" shall mean the Surviving Corporation until such time, if any, as a bank or trust company in the United States is appointed

by the Surviving Corporation as provided in the proviso clause of the preceding sentence and, following such appointment, if any, and during the term of such appointment shall mean the bank or trust company so appointed.

3.5 Surrender of Merged Company Stock Certificates,
and Payment of the Merger Payout Price.

Each holder who, immediately prior to the Effective Date, holds of record any outstanding certificate or certificates representing shares of Common Stock of a Merged Company shall promptly (and, in any event, within seven calendar days) after the Effective Date surrender such certificate(s) to the Paying Agent (together with such other documentation as shall be satisfactory to the Paying Agent) and, if such shareholder is a Minority Shareholder, shall receive in payment therefor the Merger Payout Price for the shares of Common Stock of the Merged Companies represented by such certificate or certificates.

3.6 Authorized Capitalization of Surviving Corporation.

The total number of shares of capital stock that the Surviving Corporation shall have authority to issue shall be 1,000 shares of Common Stock, \$.01 par value.

IV
TERMINATION OF THE MERGER

4.1 Right to Terminate.

At any time prior to the Effective Date of the Merger, the Plan of Merger may be terminated and abandoned without liability by any of the Companies as authorized by its board of directors, if in the light of pending or threatened legal proceedings or any material adverse change in the assets of any of the Companies or for any other reason deemed sufficient by such board of directors in its sole and unreviewable discretion, believes that it is inadvisable to proceed with the Merger.

4.2 Effect of Termination

If the Merger is abandoned and this Plan of Merger is terminated as provided in this Article IV, this Plan of Merger shall, except as to the obligations and liabilities provided in Article V hereof, become void and of no further force and effect and, with such exception, there shall be no liability on the part of any of the parties hereto or any of their respective directors, officers, shareholders or controlling persons as a result of this Plan of Merger or otherwise.

V
EXPENSES

All expenses of any of the Companies incident to (a) this Plan of Merger, (b) the Meetings and the Information Statement and (c) the Merger shall be paid by Newco.

VI
GENERAL

6.1 Brokers

Each party hereto represents and warrants that it has not incurred any liability for brokerage or finder's fees or agent's commission in connection with this Plan of Merger or the Merger and agrees that it will not incur same; and each party agrees to indemnify and hold the other harmless and to defend against any claim for brokerage commission or other compensation which may be made by any person, firm or corporation claiming to have so acted on behalf of the indemnifying party.

6.2 Assignability.

Neither this Plan of Merger nor any rights hereunder shall be assignable by either party hereto without the prior written consent of each of the other parties and any attempted assignment or delegation in violation of the provisions hereof shall be void ab initio.

6.3 Headings.

Section headings are for convenience only and shall not affect the construction or interpretation of this Plan of Merger.

6.4 Applicable Law

This Plan of Merger and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and performed within the State of Florida.

6.5 Binding Effects; Benefits.

This Plan of Merger shall be binding upon and, subject to the provisions of Section 6.2 hereof, inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Plan of Merger, express or implied, is intended to confer upon any person other than the parties hereto (or their respective successors and assigns as provided herein) any rights, remedies, powers or privileges under or by reason of this Plan of Merger."

SECOND: The effective date of the merger is the date on which this Certificate of Merger is filed by the Office of the Florida Secretary of State or any comparable state agency responsible for the filing hereof.

THIRD: The plan of merger was adopted by the boards of directors of each of Checknet Merger Corp., Checknet Corporation and Checknet of South Florida, Inc., each a Florida corporation, on the 18th day of December, 1996, and was adopted by the shareholders of Checknet Merger Corp. on the 18th day of December, 1996 and by the shareholders of Checknet Corporation and Checknet of South Florida, Inc. on the 21st day of March, 1997.

Signed this 21st day of March, 1997.

CHECKNET MERGER CORP.

By: H. L. SCHWARTS HLS
Name: Harold L. Schwartz, Jr.
Title: President + C.E.O.

CHECKNET CORPORATION

By: H. L. SCHWARTS HLS
Name: Harold L. Schwartz, Jr.
Title: President + C.E.O.

CHECKNET OF SOUTH FLORIDA, INC.

By: H. L. SCHWARTS HLS
Name: Harold L. Schwartz, Jr.
Title: President + C.E.O.

62843