



February 23, 1998

BY FEDERAL EXPRESS

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

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-02/24/98--01072--003
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Re: ECWerks, Inc.-97000012550
Tektracom, Corporation-97000098333

Dear Sir or Madam:

Enclosed for filing are the Articles Of Share Exchange filed on behalf of ECWerks, Inc. and Tektracom, Corporation. Enclosed is a check for the filing fee of \$70.00 (\$35.00 for each corporation).

Should you have any questions, I can be reached at (813) 222-3930. Thank you.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 FEB 24 AM 11:25

Sincerely,

James P. Fama
Vice President, General Counsel
and Secretary

Enclosure

Share Exchange
SF 2/24/98

ARTICLES OF SHARE EXCHANGE

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

98 FEB 24 AM 11:25

TO: DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FL 32314

The undersigned corporations, having adopted a Plan of Reorganization and pursuant to section 607.1105 of the Florida Statutes, hereby adopt these Articles of Share Exchange. The name of the acquiring corporation is ECWERKS, INC., a Florida corporation, authorized to do business in the State of Florida. The name of the corporation whose stock is to be acquired is TEKTRACOM, CORPORATION.

Approval by Shareholders and Directors

Shareholder approval of the Plan of Reorganization of the undersigned corporations is not required for ECWERKS, INC. The Plan of Reorganization of the undersigned corporations was adopted and agreed to on February 18, 1998 by the requisite Directors of ECWERKS, INC. and by the requisite Shareholders and Directors of TEKTRACOM, CORPORATION pursuant to Section 607.1103 of the Florida Business Corporation Act, and the same shall be applicable to each.

Effective Date

In accordance with Florida Statute 607.1105, the effective date of the share exchange shall be on the date of filing of these Articles of Share Exchange.

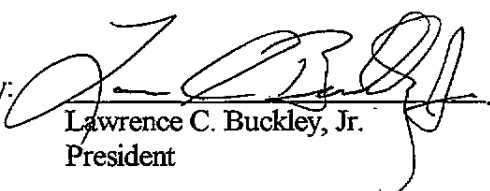
Plan of Exchange

The Plan of Reorganization provides for ECWERKS, INC. to acquire all of the outstanding stock of TEKTRACOM, CORPORATION in exchange solely for the stock of ECWERKS, INC. The certificates representing the shares of stock of the acquired corporation, being TEKTRACOM, CORPORATION, or evidence of the ownership interest therein, have been transferred and delivered to ECWERKS, INC., on the date as set forth above.

IN WITNESS WHEREOF, ECWERKS, INC. and TEKTRACOM, CORPORATION have caused the respective corporate names to be signed hereto by their authorized and duly appointed officers on this 18th day of February, 1998.

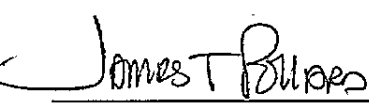
ECWERKS, INC.

By:


Lawrence C. Buckley, Jr.
President

TEKTRACOM, CORPORATION

By:


James T. Pollard
President

PLAN OF REORGANIZATION

THIS PLAN OF REORGANIZATION is made and entered into this 18th day of February, 1998, by and between ECWerks, Inc., a Florida, corporation ("ECW"), and TektraCom, Corporation, ("TEK"), a Florida corporation.

RECITALS

WHEREAS, ECW is a corporation organized and existing under the laws of the State of Florida, which has authorized capital stock consisting of 20,000,000 shares of common stock, par value \$.01 per share, of which 58,750 shares are issued and outstanding;

WHEREAS, TEK is a corporation organized and existing under the laws of the State of Florida, which has authorized stock consisting of 100,000 shares at \$.01 per share, of which 15 shares are issued and outstanding;

WHEREAS, the Boards of Directors of ECW and TEK, respectively, deem it advisable for ECW to exchange its shares of common stock for all of the issued and outstanding stock of TEK upon the terms and conditions of this Plan of Reorganization; and

WHEREAS, this Plan of Reorganization is intended to qualify as a reorganization with the meaning of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended. ECW shall acquire all of the outstanding stock of TEK in exchange solely for a part of ECW's voting common stock.

NOW THEREFORE, to consummate the foregoing plan of reorganization, and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ECW and TEK hereby approve and adopt this Plan of Reorganization, and mutually covenant and agree with each other as follows:

1. Shares to Be Transferred and Shares to Be Issued.

a. *Transfer of TEK Shares.* On the closing date, the shareholders of TEK will exchange all of their shares of common stock for shares of common stock of ECW. Thereupon, TEK shall become a wholly-owned subsidiary of ECW and ECW shall be the parent corporation. In the aggregate, the TEK shares to be exchanged hereunder shall constitute all outstanding shares of stock of TEK. The certificates or form of ownership representing the TEK common stock exchanged shall be duly endorsed in blank by shareholders, accompanied by duly executed stock powers in blank, or a form of acknowledgement by each consenting shareholder shall be delivered to ECW.

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b. *Transfer of ECW Shares.* In exchange for the TEK common stock being exchanged, ECW shall on the closing date and contemporaneously with such transfer of TEK common stock to it by the shareholders, issue and deliver to the said shareholders the number of shares of ECW's common stock specified on annexed schedule A. The exchange rate of TEK for ECW shares shall be as follows: one thousand (1,000) share of ECW common stock for each one share of TEK common stock which, according to the books and records of TEK were issued. All shares to be issued pursuant to this Agreement of ECW common stock shall on the closing date as defined herein total 15,000.

2. **Closing Date and Effective Date.** The closing date shall be the date on which a majority of the shareholders of ECW and TEK shall approve this Agreement and the transaction herein described. The officers of each party shall proceed promptly thereafter to file Articles of Share Exchange and to complete any other action required to consummate the reorganization described herein. The effective date of the reorganization shall be the date upon which the Articles of Share Exchange are filed with the Secretary of State of the State of Florida. Upon the effective date of the reorganization, all shareholders of TEK shall be shareholders of ECW and TEK shall be a wholly-owned subsidiary of ECW.

3. **Representations and Warranties.**

a. *By TEK or its Shareholders.*

i. **No Additional TEK Shares.** Except as provided in this Agreement, there are no outstanding options, contracts, calls, commitments or demands of any character relating to authorized or issued stock of TEK.

ii. **Ownership of Stock.** The shareholders listed on Schedule 1 are the record owners and holders of the number of shares of TEK common stock listed on schedule 1 as of the date hereof and will continue to own such shares of TEK stock until the delivery thereof to ECW on the closing date; and all such shares of TEK stock are or will be on the closing date owned free and clear of all liens, encumbrances, charges and assessments of every nature and subject to no restrictions with respect to transferability. The shareholders have full power and authority to assign and transfer their shares of TEK in accordance with the terms hereof.

iii. **Performance of this Agreement.** The execution and performance of this Agreement have been authorized by the board of directors of TEK.

b. *By ECW.*

i. **Organization and Good Standing.** ECW is a corporation duly organized, validly existing and in good standing under the laws of Florida.

ii. **Performance of this Agreement.** The execution and performance of this Agreement and issuance of stock contemplated hereby have been authorized by the board of directors of ECW.

iii. **Legality of Shares to be Issued.** The shares of ECW common stock to be delivered pursuant to this agreement, when so delivered, will have been duly and validly authorized and issued by ECW and will be fully paid and nonassessable. The shares of ECW common stock to be issued will not be registered under the laws of the United States or any state, and will be issued in a transaction intended to be exempt from registration under applicable securities laws.

4. **No Warranty as to Tax Consequences.** It is expressly understood and agreed that neither TEK nor ECW, nor the officers or agents of either of them, has made any warranty or agreement, expressed or implied, as to the tax consequences of the transactions contemplated by this agreement or the tax consequences of any action pursuant to or growing out of this agreement. Neither party intends to obtain or to request a ruling of the Internal Revenue Service or any state revenue department as to the tax consequences hereof.

5. **Securities Act Provisions.**

a. **Restrictions on Disposition of ECW Shares.** Shares of ECW common stock to be received by TEK shareholders hereunder shall be distributed by ECW to the shareholders who covenant and warrant that the shares so received are acquired for their own accounts and not with the present view towards the distribution thereof and will not dispose of such shares except (i) pursuant to an effective registration statement under the Securities Act of 1933, as amended, or (ii) in any other transaction which, in the opinion of counsel, acceptable to ECW, is exempt from registration under the Securities Act of 1933, as amended, or the Rules and Regulations of the Securities and Exchange Commission and, as to applicable state securities laws, under such statutes, regulations and rules. In order to effectuate the covenants of this paragraph, an appropriate endorsement will be placed on the certificate of common stock of the purchaser at the time of distribution of such shares by ECW pursuant to this Agreement, and stop transfer instruction shall be placed with the officer of ECW or other transfer agent of ECW for the securities so affected.

b. **Evidence of Compliance with Private Offering Exemption.** ECW shall, if required, be supplied with evidence of the financial sophistication of the TEK shareholders or evidence of appointment of a sophisticated investment representative and such other items as counsel for ECW may require in order to evidence the private offering character of the distribution of shares made pursuant to this agreement.

c. **Notice of Limitation Upon Disposition.** Each shareholder of TEK is aware that the shares distributed to them will not have been registered pursuant to the Securities Act of 1933, as amended; and, therefore, under current interpretations and applicable rules, they will probably have to retain such shares for a period of at least two (2) years and at the expiration of

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such two (2) year period a sale may be confined to brokerage transactions or limited amounts requiring certain notification filings with the Securities and Exchange Commission with such disposition being available only if ECW is then a publicly registered company, and is current in its filings with the Securities and Exchange Commission. The shareholders are aware of Rule 144 issued by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and the other limitations imposed thereby on their disposition of ECW's shares. Each shareholder is aware that ECW is not currently a registered company.

6. **Directors and Officer.** The directors of TEK as of the effective date of the reorganization shall remain in their offices as directors until their respective successors are duly elected and qualified.

7. **Documents to Be Delivered by Shareholders.** At the closing, the shareholders of TEK shall deliver to ECW certificates or evidence of their ownership interest, in the form reasonably required by counsel for ECW and signed by the shareholders that the representations and warranties made by the shareholders in this agreement are substantially accurate in all material respects on and as of the closing date with the same effect as though such representations and warranties had been made on or given on and as of the closing date and that the shareholders have performed and complied with all their obligations under this agreement which are to be performed or complied with by or prior to or on the closing date. The certificates or a letter from the shareholders shall evidence the taking of shares in accordance with the restrictions on transfer and investment intent required by this agreement and their understanding of such restrictions.

8. **Stockholder Approval.** This Plan of Reorganization shall be submitted to the stockholders of TEK for their approval. Following approval by the affirmative vote of (i) the holders of a majority of the shares of TEK entitled to vote thereon, and (ii) the Board of Directors of ECW, Articles of Share Exchange (or certified copies thereof) shall be filed as required under the laws of the State of Florida.

9. **Governing Law.** The laws of the State of Florida shall govern this transaction.

10. **Termination of Reorganization.** This reorganization may be abandoned at any time prior to the filing of Articles of Share Exchange, upon a vote of a majority of the Boards of Directors of both TEK and ECW. If the reorganization is terminated, there shall be no liability on the part of either Corporation, their respective Boards of Directors, or stockholders.

11. **Counterparts.** This Plan of Reorganization may be executed in any number of counterparts, and all such counterparts and copies shall be and constitute an original instrument.

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IN WITNESS WHEREOF, this Plan of Reorganization has been adopted by the undersigned corporations as of this 18th day of February, 1998.

ECWERKS, INC.

BY:


LAWRENCE C. BUCKLEY, President

TEKTRACOM CORPORATION

BY:


JAMES T. POLLARD, President

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Schedule A
LIST OF STOCKHOLDERS

STOCKHOLDER NAME	TEK SHARES TO BE EXCHANGED	NO. OF SHARES TO BE ISSUED BY ECW
James T. Pollard	13	13,000
Michael J. Pollard	1	1,000
Heather D. Pollard	1	1,000
TOTAL	15	15,000

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