

P98000001905

ELLIS, FUNK, GOLDBERG, LABOVITZ & DOKSON, P.C.

DONALD J. ELLIS

DAVID I. FUNK

ROBERT B. GOLDBERG (GA & SC)

ALBERT L. LABOVITZ (GA & AL)

ROBERT N. DOKSON

ATTORNEYS AT LAW
ONE SECURITIES CENTRE

SUITE 400

3490 PIEDMONT ROAD

ATLANTA, GEORGIA 30305

(404) 233-2800

FACSIMILE: (404) 233-2188

E-MAIL: RBGOLDBERG@EFGLD.COM

OF COUNSEL:

RUSSELL H. KASPER, P.C.

August 30, 2002

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

400007479034--2
-09/03/02--01075--012
*****70.00 *****70.00

Re: Merger of Microsulis Corporation, a Florida corporation, into Microsulis Americas, Inc., a Georgia corporation (Our File No. 4044.004)

Ladies and Gentlemen:

Enclosed herewith are the following documents in connection with the merger of the above-referenced corporations:

1. The original and one conformed copy of the Articles of Merger with Agreement and Plan of Merger attached thereto as Exhibit "A".
2. A check for \$70.00 payable to the Department of State for the filing fee.

It would be appreciated if you would issue a Certificate of Merger, attach it to one of the conformed copies of the Certificate of Merger and mail it to the undersigned.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

ROBERT B. GOLDBERG

RBG:ksk
Enclosures

FILED
02 SEP -3 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger
T. Lewis 9/6/02

ARTICLES OF MERGER
Merger Sheet

MERGING:

MICROSULIS CORPORATION, a Florida entity, P98000001905

INTO

MICROSULIS AMERICA, INC., a Georgia entity not qualified in Florida.

File date: September 3, 2002

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER
OF MICROSULIS AMERICAS, INC.
AND
MICROSULIS CORPORATION**

FILED
02 SEP -3 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The Agreement and Plan of Merger attached hereto as Exhibit "A" and expressly made a part hereof (the "Plan of Merger"), by and between MICROSULIS AMERICAS, INC., a Georgia corporation ("Americas"), MICROSULIS CORPORATION, a Florida corporation ("MCorp.") and MICROSULIS LIMITED, a company incorporated in England and Wales ("Parent") (Americas and MCorp. are hereinafter sometimes referred to individually as a "Merging Corporation" and collectively as the "Merging Corporations") was duly approved by the Board of Directors and Shareholders of Americas pursuant to the Georgia Business Corporation Code and was duly approved by the Board of Directors and Shareholders of MCorp. pursuant to the Florida Statutes. MICROSULIS AMERICAS, INC. shall be the Surviving Corporation and will continue its existence under the laws of the state of Georgia.

ARTICLE II

The affirmative vote of a majority of the outstanding shares of Americas entitled to vote thereon and the affirmative vote of a majority of the outstanding shares of MCorp. entitled to vote thereon were required to adopt the Plan of Merger. As of the date of the submission of the Plan of Merger to each of the Merging Corporations, Americas had 1,000 shares of common stock at \$0.001 par value per share outstanding and entitled to vote, and MCorp. had 11,908,552 shares of \$0.001 par value common stock outstanding and entitled to vote. The sole holder of all of the outstanding shares of common stock in Americas duly adopted and approved the Plan of Merger by unanimous written consent as of August 26, 2002. The holder of more than ninety-seven percent (97%) of the outstanding shares of common stock in MCorp. duly adopted and approved the Plan of Merger by written consent as of August 26, 2002.

ARTICLE III

In accordance with the Georgia Business Corporation Code, the undersigned Surviving Corporation does hereby certify that the request for publication of a notice of filing these Articles of Merger has been made.

ARTICLE IV

The address of the Surviving Corporation in the State of Georgia is 3490 Piedmont Road, Suite 400, Atlanta, Georgia 30305. The Surviving Corporation hereby appoints the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of MCorp. The Surviving Corporation has agreed to promptly pay to the dissenting shareholders of MCorp. any amount to which they are entitled under Florida Statute 607.1302.

IN WITNESS WHEREOF, the Merging Corporations have caused these Articles of Merger to be executed by their respective officers effective as of the 26 day of August, 2002.

MICROSULIS AMERICAS, INC.

By: 

Paul Lavalée, President

(CORPORATE SEAL)

MICROSULIS CORPORATION

By: 

Paul Lavalée, President

(CORPORATE SEAL)

**AGREEMENT AND PLAN OF MERGER
BETWEEN
MICROSULIS AMERICAS, INC.
AND
MICROSULIS CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER is entered into this 26th day of August, 2002, by and between Microsulis Americas, Inc., a United States corporation incorporated in the State of Georgia ("Americas"), Microsulis Corporation, a United States corporation incorporated in the State of Florida ("MCorp.") and Microsulis Limited, a company incorporated in England and Wales ("Parent"). Americas and MCorp. are sometimes referred to herein as the "Constituent Corporations".

RECITALS

WHEREAS, Americas is a corporation duly organized and validly existing under the laws of the State of Georgia and has authorized capital stock consisting of 1,000,000 shares of Common Stock, \$.001 par value per share, of which 1,000 shares are issued and outstanding;

WHEREAS, MCorp. is a corporation duly organized and validly existing under the laws of the State of Florida and has authorized capital stock consisting of 40,000,000 shares of Common Stock, \$.001 par value per share, of which 11,908,552 shares are issued and outstanding;

WHEREAS, one hundred percent (100%) of the outstanding Common Stock of Americas and approximately ninety-eight percent (98%) of the outstanding Common Stock of MCorp. are owned by Parent;

WHEREAS, the Constituent Corporations desire to enter into this Agreement and Plan of Merger as a reorganization pursuant to Sections 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Board of Directors of each of the Constituent Corporations has by resolution approved this Agreement and Plan of Merger and directed that it be submitted to their respective stockholders for adoption; and

WHEREAS, this Agreement and Plan of Merger has been approved by Parent;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in accordance with the laws of the States of Georgia and Florida, the parties hereto agree that MCorp. shall be merged with and into Americas (the "Merger"), and that Americas shall be the surviving corporation (the "Surviving Corporation") and that the terms and conditions of the Merger shall be as follows:

ARTICLE I

MERGER OF MCorp. INTO AMERICAS

Section 1.1 At the effective time of the Merger, MCorp. shall be merged with and into Americas, which shall be the Surviving Corporation, and Americas shall continue its corporate existence under the laws of the State of Georgia.

Section 1.2 If this Agreement and Plan of Merger is adopted by the affirmative vote of the holders of at least a majority of the outstanding shares of Common Stock of the Constituent Corporations, Articles of Merger or other such documents as are required shall be filed as promptly as possible with the Secretary of State of each of Georgia and Florida and the date and time of filing with the Secretary of States of Georgia and Florida shall be the effective time of the Merger and is hereafter referred to as the "Effective Time".

ARTICLE II

EXCHANGE OF SHARES

Section 2.1 At the Effective Time, every five (5) shares of MCorp. Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and converted into seven (7) "A" Ordinary Shares of Parent; provided, however, that (i) all shares of MCorp. Common Stock held by Parent shall be cancelled and no additional shares of Parent shall be issued with respect to the MCorp. Common Stock owned by Parent; and (ii) any stockholder of MCorp. exercising dissenters' rights shall receive the fair value of his shares as set forth in Section 2.4 below in lieu of the number of shares of Parent to which he would otherwise be entitled under this Section 2.1.

Section 2.2 All shares of Americas outstanding prior to the Merger shall remain outstanding after the Effective Time.

Section 2.3 After the Effective Time, each holder of certificates representing MCorp. Common Stock which have been converted into Parent "A" Ordinary Shares pursuant to Section 2.1 shall be entitled to receive upon the surrender of such certificates a certificate or certificates representing the number of ordinary shares of Parent to which such stockholder is entitled as provided by Section 2.1. Until such time as MCorp. Common Stock certificates are presented, surrendered and exchanged, each such certificate of MCorp. Common Stock shall be deemed for all purposes to evidence ownership of the number of ordinary shares of Parent into which they shall have been converted pursuant to the Merger.

Section 2.4 Dissenters' Rights. Stockholders of MCorp. who have complied with all the requirements for perfecting dissenters' rights for such shares as required under the Florida Statutes ("Dissenting Stockholders") shall not be entitled to any portion of the merger consideration under Section 2.1 above with respect to such shares notwithstanding the foregoing provisions of this Article II, and in lieu thereof, shall be entitled to receive from the Surviving Corporation whatever is determined to be due to them under the Florida Statutes with respect to such shares (the "Dissenting Shares"); provided, however, that Dissenting Shares outstanding as

of the Effective Time and held by a Dissenting Stockholder who shall after the Effective Date of the Merger but before receipt of a cash offer from the Surviving Corporation withdraw such Dissenting Stockholder's demand for payment or who shall lose such Dissenting Stockholder's dissenter's rights as provided by the Florida Statutes shall be deemed to be converted as of the Effective Time into the right to receive the consideration that would otherwise have been payable in respect thereof under Section 2.1 of this Agreement as if no dissent had been made. Promptly after execution and delivery of this Agreement, the Constituent Corporations shall take such actions as are necessary to comply with the requirements of the Florida Statutes. MCorp. shall give notice to Parent promptly after it is notified that any MCorp. stockholder has elected or attempted to exercise dissenters' rights.

ARTICLE III

LEGAL AND FINANCIAL ASPECTS OF SURVIVING CORPORATION

Section 3.1 The Articles of Incorporation of Americas in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation following the Merger until amended as provided by law.

Section 3.2 The By-laws of Americas in effect at the Effective Time shall be the By-laws of the Surviving Corporation until amended as provided by law.

Section 3.3 Until removed or replaced as provided in the By-laws of the Surviving Corporation, the Directors and officers of Americas shall continue to serve as the Directors and officers of the Surviving Corporation.

ARTICLE IV

EFFECTS OF MERGER

From the Effective Time, the Merger shall have the effects provided by Georgia law. Without limiting the generality of the foregoing, upon the Effective Time, the separate existence of MCorp. shall cease, MCorp. shall be merged with and into Americas as the Surviving Corporation, and the Surviving Corporation, without any further deed or action, shall possess all assets and property of every description, and every interest therein, wherever located, and all rights, privileges, immunities, powers, franchises and authority (of a public as well as of a private nature), of each of the Constituent Corporations and all obligations belonging to or due each of the Constituent Corporations. Title to any real estate, or any interest therein, vested in each Constituent Corporation shall not revert or in any way be impaired by reason of the Merger. The Surviving Corporation shall be liable for all of the obligations of each Constituent Corporation. Any claim existing, or action or proceeding pending, by or against either Constituent Corporation may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place or the Surviving Corporation may be substituted in the place of such Constituent Corporation. All rights of creditors of each Constituent Corporation shall be preserved unimpaired, and all liens upon the property of either Constituent Corporation shall be preserved unimpaired, but only on the property affected by such liens immediately before the

Effective Time. Whenever a conveyance, assignment, transfer, deed or other instrument or act is necessary to vest property or rights in the Surviving Corporation, the officers of the respective Constituent Corporations shall execute, acknowledge and deliver such instruments and do such acts. For such purposes, the existence of the Constituent Corporations and the authority of their respective officers is continued, notwithstanding the Merger.

ARTICLE V

CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THE MERGER

The obligations of the parties to this Agreement and Plan of Merger are subject to the fulfillment and satisfaction, at or prior to the Effective Time, of following condition, which may be waived by Americas by a writing directed to the other parties:

Section 5.1 All actions required by law to have been taken by the Board of Directors and stockholders of the Constituent Corporations shall have been duly and validly taken.

ARTICLE VI

MISCELLANEOUS

Section 6.1 This Agreement and Plan of Merger may be terminated by the Board of Directors of either of the Constituent Corporations and the Merger abandoned at any time prior to the Effective Time whether before or after submission to or approval by the stockholders of Americas or MCorp.

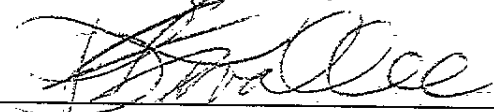
Section 6.2 Any provision of this Agreement and Plan of Merger may be waived at any time by the party which is, or whose stockholders are, entitled to the benefits thereof and this Agreement and Plan of Merger may be amended or supplemented at any time prior to the Effective Time by the Boards of Directors of the Constituent Corporations. After approval hereof by the stockholders of MCorp., no amendment shall be made, without the further approval of such stockholders, which (i) alters or changes the provisions relating to rights by the stockholders of MCorp. on conversion of their MCorp. Common Stock as provided in Section 2.1 hereof, (ii) alters or changes any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger as provided in Section 3.1 hereof, or (iii) alters or changes any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the rights of stockholders of MCorp.

Section 6.3 This Agreement and Plan of Merger shall be governed by and interpreted in accordance with the laws of the State of Georgia.

Section 6.4 This Agreement and Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same agreement.

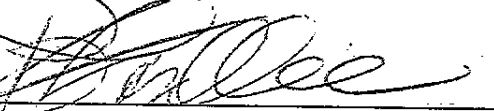
IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed as of the date first stated above by their duly authorized officers.

MICROSULIS AMERICAS, INC.

By: 
Paul Lavallee, President

(CORPORATE SEAL)


MICROSULIS CORPORATION

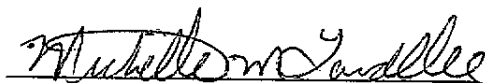
By: 
Paul Lavallee, President

(CORPORATE SEAL)

MICROSULIS LIMITED

Signed by Microsulis Limited acting by its duly authorized attorney, Paul Lavallee under a power of attorney dated June 7, 2002

By: 
Paul Lavallee, as attorney for
Microsulis Limited



Witness as to signature of
Paul Lavallee, as attorney

Witness name Michelle M Lavallee

Witness occupation Marketing Executive

Witness address 33 Riverview HTS,
Sioux Falls, SD 57105