

P980000 30288

March 27, 1998

Florida Department of State
Division of Corporations
Attention: New Filings
P.O. Box 6327
Tallahassee, FL 32314

RE: New Corporate Filing of Interlogixx Ventures, Inc.

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****122.50 ****122.50

To Whom It May Concern:

Enclosed, please find a check in the amount of \$122.50 as filing fee and for return of a certified copy of the applicable incorporation document concerning the above. Also enclosed are (1) Articles of Incorporation (original and copy) with accompanying copy of Exhibit thereto, and Certificate of Designation of Registered Agent/Registered Office (original and copy).

As I understand, the process of incorporation should be effective in three business days from your receipt hereof.

If there is any further information which you require, please contact the undersigned at the below stated address, telephone number or via fax.

Very Truly Yours,



Eric J. Miller, Esquire
1191 East Newport Center Drive, Suite 212
Deerfield Beach, Florida 33442
(Tel) 954-427-3900
(Fax) 954-425-7901
Florida Bar No. 881066

Enclosures: check for \$122.50; Articles of Incorp.; Certificate of Reg. Agent

FILED
98 MAR 30 AM 10:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

QN 4-2-98

**ARTICLES OF INCORPORATION
OF
INTERLOGIXX VENTURES, INC.**

FILED
98 MAR 30 AM 10:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned natural person, who is licensed and otherwise legally authorized to do business in the State of Florida, hereby forms a corporation in accordance with the laws of the State of Florida and hereby adopts the following Articles of Incorporation for such corporation.

ARTICLE I. NAME

The name of the corporation shall be: **Interlogixx Ventures, Inc.**

ARTICLE II. DURATION

The period of the corporation's duration shall be perpetual, or until dissolved on a vote of the shareholders as hereafter provided.

ARTICLE III. PURPOSE

The purpose of the corporation is to (1) engage in and transact any lawful business for which corporation may be incorporated under the Florida General Corporations Act and (2) to do such things as are incidental to the purposes of the Corporation or necessary or desirable in order to accomplish them. No other purpose limits this general corporation in any way.

ARTICLE IV. CAPITAL STOCK

The total number of shares of capital stock which the corporation shall be authorized to issue is 1,000,000 shares. Such shares shall be of single class common stock, and shall have a par value of One and 00/100 Dollars (\$1.00) per share.

ARTICLE V. CAPITALIZATION

The amount of capital with which the corporation will begin shall not be less than One Thousand and 00/100 (\$1,000.00) Dollars.

ARTICLE VI. PRINCIPAL OFFICE

The address of the Corporation's principal office shall be 1191 East Newport Center Drive, Suite 212, Deerfield Beach, Florida 33442.

The registered agent is: Eric J. Miller.

ARTICLE VII. CORPORATE POWERS

The Corporation's shareholders have all the rights and powers now or hereafter conferred on corporations by the laws of the State of Florida.

ARTICLE VIII. SUBSCRIBERS

The names and addresses of each person signing these Articles of Incorporation as a subscriber are:

James C. Deegan, 1191 East Newport Center Drive, Suite 212, Deerfield Beach, Florida 33442.

ARTICLE IX. DIRECTORS AND OFFICERS

The Corporation is to be managed by a Board of Directors. The number of directors constituting the initial Board of Directors is four (4), and the name and address of the initial directors are:

1. Kevin Rogers, 1819 Main St, Suite 1101, Sarasota, FL 34236
2. James C. Deegan, 1191 East Newport Center Drive, Suite 212, Deerfield Beach, Florida 33442.
3. Michael Jonas, 1819 Main St, Suite 1101, Sarasota, FL 34236
4. Charlotte Bouchard, 1191 East Newport Center Drive, Suite 212, Deerfield Beach, Florida 33442.

The initial directors shall serve until their successor(s) is elected and qualified as provided in the bylaws. The number of directors set forth herein and constituting the initial board of directors shall be an authorized number of directors until such number is changed by bylaws adopted by the shareholders.

The Corporation shall be run by four officers; a president, vice-president, secretary and treasurer. The names and addresses of the individuals to initially hold these positions are:

President: Kevin Rogers, 1819 Main St, Suite 1101, Sarasota, FL 34236.

Vice-President: James C. Deegan, 1191 East Newport Center Drive, Suite 212, Deerfield Beach, Florida 33442.

Secretary: Michael Jonas, 1819 Main St, Suite 1101, Sarasota, FL 34236.

Treasurer: Charlotte Bouchard, 1191 East Newport Center Drive, Suite 212, Deerfield Beach, Florida 33442.

The initial officers shall hold office until their successors are appointed and qualified as provided in the bylaws.

ARTICLE X. BYLAWS

The initial directors shall submit the proposed bylaws to the shareholders at a meeting to be held for that purpose not more than Thirty (30) days following the issuance of the Certificate of Incorporation. Following the adoption of bylaws by the affirmative vote of three fourths of the shareholders, the internal affairs of the Corporation are to be regulated and managed in accordance with such bylaws.

ARTICLE XI. DISSOLUTION

The Corporation may be dissolved at any time (1) by unanimous written consent of the shareholders; or (2) on the affirmative vote of the holders of at least two-thirds of the outstanding shares of the Corporation entitled to vote thereon. On dissolution, the corporate property and assets shall, after payment of all debts of the Corporation, be distributed to the shareholders pro rata, each shareholder to participate in the distribution in direct proportion to the number of shares held by him. The specific terms of a Stockholders Agreement entered into between the Stockholders, a copy of which is attached as "Exhibit A" hereto, shall control in the event of a conflict with any of the terms of these Articles, unless otherwise prohibited by law.

IN WITNESS WHEREOF, the undersigned incorporator of this corporation has executed these Articles of Incorporation at Broward County, this 27 day of March 1998.

Therence Tibbs
Witness
Patricia A. Elliott
Witness

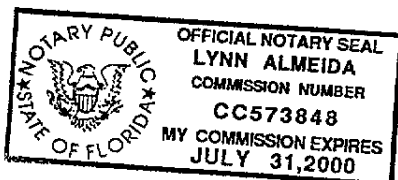
James C. Deegan
James C. Deegan, as Vice President

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, on this 27th day of MARCH, 1998, personally appeared James C. Deegan, who is personally known to me and stated that he executed the above and foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

Notary Seal:

Lynn Almeida
Notary Public, State of Florida



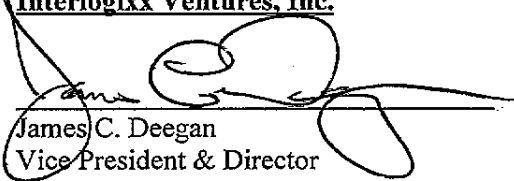
**CERTIFICATE OF DESIGNATION
REGISTERED AGENT / REGISTERED OFFICE**

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is **Interlogixx Ventures, Inc.**
2. The name and address of the registered agent and office is:

Eric J. Miller
1191 East Newport Center Drive,
Suite 212
Deerfield Beach, Florida 33442

Interlogixx Ventures, Inc.


James C. Deegan
Vice President & Director

MARCH 27, 1998
Date

FILED
98 MAR 30 AM 10:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.


Eric J. Miller

3/27/98
Date

Exhibit A to
Articles of Incorporation
(copy)

INTERLOGIXX VENTURES STOCKHOLDERS AGREEMENT

THIS AGREEMENT is made and entered into on MARCH 20, 1998, by and between INTERLOGIXX VENTURES, INC., a Florida corporation (hereinafter referred to as the "Corporation"), and INTERAXX TECHNOLOGIES, INC., a Delaware corporation (hereinafter referred to as "Interaxx"), and INTELLIWORXX, INC., a Florida corporation (hereinafter referred to as "Intelliworxx"). Interaxx and Intelliworxx are hereinafter collectively referred to as the "Stockholders".

WITNESSETH:

WHEREAS, the Stockholders are the sole owners of the capital stock of the Corporation;

WHEREAS, the Corporation and Stockholders realize that in the event of the dissolution or withdrawal of either of them, or if the capital stock of the Corporation owned by such Stockholders should pass into the ownership or control of a person other than the remaining Stockholder, it would tend to disrupt the harmonious and successful management and control of the Corporation; and

WHEREAS, it is the earnest desire of the Corporation and Stockholders to avoid the happening of any such unfortunate contingency by assuring to the remaining Stockholder a succession to the ownership and control of the Corporation through the acquisition of the capital stock of the Corporation by the other Stockholder at the time of the dissolution, withdrawal or sale by a Stockholder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Corporation and the Stockholders as follows:

ARTICLE ONE: ENDORSEMENT OF STOCK CERTIFICATES.

The outstanding capital stock of the Corporation consists of 100,000 shares of stock, which are owned by the Stockholders as follows:

INTERAXX 1,000 shares; and
INTELLIWORXX 1,000 shares.

The Stockholders agree to endorse the certificate or certificates of stock held by them, or hereafter acquired, as follows:

"This certificate of stock is subject to a Stockholders Agreement dated MARCH 20, 1998, by and between the Corporation and its Stockholders, and is transferrable only in accordance with such Agreement."

ARTICLE TWO: PURCHASE AND SALE UPON DISSOLUTION OF STOCKHOLDER.

Upon the dissolution of a Stockholder, the Corporation shall purchase, and the shareholders of the dissolved Stockholder or the successor in interest to the dissolved Stockholder (hereinafter called the "Successor") shall sell to the Corporation, all of the shares of stock of the Corporation owned by the dissolved Stockholder at the time of the dissolution, for the price and upon the terms and conditions hereinafter stipulated.

A. Purchase Price. Upon the dissolution of a Stockholder, the purchase price for the dissolved Stockholder's shares of stock of the Corporation shall be the value as determined under ARTICLE FOUR hereof.

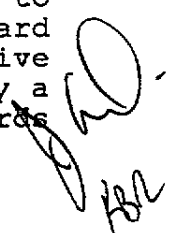
B. Transfer of Dissolved Stockholder's Stock.

(1) Upon the dissolution of a Stockholder, the Corporation may, at it's option, pay all of the purchase price in cash or pay 20% of the purchase price in cash and deliver to the Successor its promissory note in the amount of the unpaid balance due such dissolved Stockholder for its stock (the "Promissory Note"). The Promissory Note shall be payable in equal consecutive monthly installments of principal and interest over a period of four (4) years with interest at the prime rate of interest as quoted by Northern Trust Bank of Florida, N.A. on the date of the Stockholder's dissolution. The Promissory Note may be prepaid in whole or in part at any time without premium or penalty.

(2) Upon receipt of the purchase price in the above-described manner, the Successor shall execute and deliver to the Corporation such instruments as are necessary and proper to transfer full and complete title to the dissolved Stockholder's shares of stock in the Corporation.

C. Dissolution Procedure

Prior to a proposed dissolution of either Stockholder, such Stockholder will present the other Stockholders with written notice of such intent to dissolve and all reasons for same at least ninety (90) days prior to the initiation of dissolution. Voluntary or Involuntary Dissolution (as governed by Florida Statutes) by any Stockholder shall be subject to substantial proof that the Stockholder is financially unable to proceed with its daily business operations. Proposed dissolution or actual dissolution of any kind for reasons other than the aforementioned shall be considered as "bad faith" dissolution entitling the other affected Stockholder to immediate injunctive relief to preclude such dissolution from occurring. A majority of the Board of Directors of the Corporation or an applicable Executive Committee consisting of three neutral individuals appointed by a majority of such Board shall determine if the proof standards



have been met by the Stockholder to be dissolved. A process shall then ensue by which all Stockholders of the Corporation shall make best efforts to cure or otherwise agree to remedy the conditions underlying the proposed dissolution. In the event that all remedies have proved inadequate as determined by a majority of the Corporation's Board or no agreement is reached prior to the expiration of the 90 day notice period, the Stockholders agree to submit to Binding Arbitration pursuant to rules governed by the American Arbitration Association for the resolution of all disputes regarding the proof and procedure for the determination of acceptable dissolution hereunder.

ARTICLE THREE: PURCHASE AND SALE OF STOCK BY STOCKHOLDER.

No Stockholder shall sell, transfer or encumber all or any portion of its shares of stock of the Corporation to any person, firm, partnership, corporation or other entity who has made an offer to purchase without the written consent of the Corporation and the other Stockholder unless such Stockholder (hereafter referred to as the "Transferor") shall have complied with the terms of this paragraph. In the event a Transferor receives an offer to purchase any of its shares of stock of the Corporation and decides to accept such offer, then in that event, the Transferor shall first give written notice of the offer to the Corporation and to the other Stockholder. Thereafter, the Corporation shall have the option, for a period of thirty (30) days after receipt of such notice, to purchase the stock from the Transferor for a price equal to the Transferor's offer. The method of payment shall be the same as described in paragraph B(1) of ARTICLE TWO hereof. Any shares of stock not purchased within the above period by the Corporation shall be offered to the other Stockholder at the same price and terms, and it shall have the right within thirty (30) days thereafter to purchase such stock. If all of the offered stock is not purchased before the expiration of the second thirty (30) day period described above, the Transferor may dispose of any remaining offered shares, but only in accordance with the terms of the offer. If the Transferor fails to make such transfer within sixty (60) days following the expiration of the option periods described above, such shares of stock shall again become subject to all of the restrictions of this Agreement.

[Handwritten signature]
KBC

ARTICLE FOUR: PURCHASE PRICE.

The Corporation and the Stockholders mutually agree that unless and until a new value is established as hereinafter provided, the value of the stock shall be \$1,400.00 per share. The stipulated value may be redetermined at any time by mutual agreement of the Corporation and the Stockholders. Consideration of such stipulated value shall be made a regular order of business at the annual meeting of the Stockholders of the Corporation. The last stipulated value established preceding the dissolution of a Stockholder shall be used for the purpose of determining the purchase price of stock unless the Corporation and the Stockholders have failed to redetermine such value at the annual meeting for two consecutive years. In such event, the value of the stock shall be its book value as determined below. All redeterminations of value shall be endorsed upon Schedule "A" hereof, dated and signed by the Corporation and the Stockholders.

The term "book value" means the value of the capital stock of the Corporation determined by the regularly employed accountants of the Corporation, and such determination shall be binding and conclusive upon all parties. Such computation shall be made in accordance with sound accounting practice, and the following shall be observed:

A. No allowance of any kind shall be made for goodwill.

B. All accounts payable shall be taken at face amount, less discounts deductible, if any, and all accounts receivable shall be taken at the face amount, less the discount of a reasonable reserve for bad debts, not to exceed ten percent.

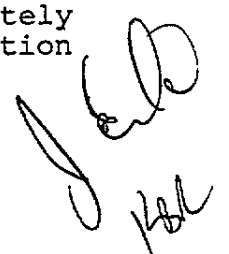
C. Inventory of supplies shall be computed at cost or market value, whichever is lower.

D. All unpaid and accrued federal, state and municipal taxes, including but not limited to, sales, payroll, unemployment insurance, excise, franchise, and income, shall be deducted as a liability.

E. All furniture and fixtures and equipment are to be computed at the depreciated value appearing on the books of the Corporation.

F. Real estate shall be valued at fair market value.

G. The date of determination of "book value" shall be the last day of the month of the calendar month immediately preceding the making of the Transferor's offer, or the dissolution of a Stockholder, whichever shall apply.

Handwritten signature and initials, possibly "J. B. B." and "H. B.", in the bottom right corner of the page.

ARTICLE FIVE: MUTUAL DISAGREEMENT.

If the Stockholders disagree upon the operation of the Corporation so that such disagreement tends to disrupt the Corporation to the extent that the Corporation cannot be operated in a harmonious environment, each such Stockholder shall submit in writing all pertinent disputes for resolution by an Executive Committee comprised of three neutral individuals appointed by a majority of the Corporation's Board of Directors. A copy of this writing shall also be supplied to the affected Stockholders. This Committee shall be empowered to insert replacement officers and/or enact policy objectives to remedy any disharmonious environment which may exist in the Corporation. If after 90 days following the enactment of such remedies by the Executive Committee, such negative conditions persist, as determined by a majority of the Corporation's board, then the affected Stockholder shall submit notice in writing to the other Stockholders of intent to submit to the certified public accountant regularly employed by the Corporation ("CPA"), a written bid representing an offer to buy all of the shares of the other Stockholder. A process shall then ensue by which the affected Stockholder shall negotiate in good faith to purchase all of the shares of the other Stockholder ("Offeree"), with all offers to purchase to be submitted to the Offeree in writing. If mutual agreement cannot be reached within 30 days after the submission of such offer, and in no case 60 days after initial notice of intent to present to CPA, the Stockholder shall be authorized to submit a sealed envelope containing a written bid representing an offer to buy all of the shares of the other Stockholder. Evidence of the submission of such bid, but not the actual bid amount, shall be given promptly to the other Stockholder. The certified public accountant shall open such bids on the thirtieth (30th) day after he has received the first bid. The certified public accountant shall then determine which bid is the higher, and the Stockholder submitting the highest bid shall be deemed the buyer and the other Stockholder shall be deemed the seller. If only one Stockholder submits a bid, he shall be deemed the buyer, and the other Stockholder shall be deemed the seller. The terms of the purchase shall be as described in paragraph B(1) of ARTICLE TWO hereof. Upon delivery of the cash payment and the Promissory Note, if any, the selling Stockholder shall deliver to the other Stockholder the selling Stockholder's stock in the Corporation together with an assignment form executed by the selling Stockholder.

Del.
KSC

ARTICLE SIX: PURCHASE BY STOCKHOLDER OR CORPORATION.

Whenever a Stockholder or the Corporation purchases shares of stock under this Agreement, such Stockholder or the Corporation (unless the entire purchase price shall have been paid in cash) shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to such purchaser and deliver them to the seller's attorney as collateral security for the payment of the unpaid purchase price and shall be so held until the entire purchase price shall be paid. While such capital stock shall be so held as collateral security and so long as the purchaser is not in default, the purchaser shall be entitled to all voting rights and dividends paid on such stock.

ARTICLE SEVEN: TERMINATION OF AGREEMENT.

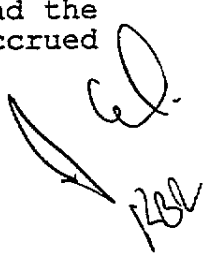
This Agreement shall terminate in accordance with and subject to the procedures listed and explained in Article 2 C herein and upon the occurrence of either of the following events:

A. The written agreement of the Corporation and the Stockholders to that effect; or

B. The bankruptcy, receivership or dissolution of the Corporation. The process and criteria applicable to dissolution shall also apply with equal force to proposed filings for bankruptcy, receivership or other re-organization or liquidation proceedings and/or any other filings which may result in the de-facto termination of any Stockholder of the Corporation or joint venture affiliation with Interaxx.

ARTICLE EIGHT: DISPOSITION OF INSURANCE POLICIES

In the event of a withdrawal of a Stockholder and the sale of a Stockholder's interest in the Corporation, the withdrawing Stockholder shall have an option, exercisable within thirty (30) days after such withdrawal, to purchase any or all policies on the life of any of its shareholders, officers, directors or employees owned by the Corporation, on paying a price equal to the amount of: (1) the cash surrender value thereof, if any, calculated on a pro rata basis to the date of withdrawal inclusive of any dividend, dividend accumulations and cash value of any paid-up insurance additions; plus (2) the pro rata portion of any premium paid prior to such date which covers a period extending beyond the date of withdrawal; less (3) any policy loan plus interest accrued to date.



ARTICLE NINE: CORPORATE RESTRICTIONS AFTER PURCHASE.

So long as part of the purchase price of stock sold in accordance with this Agreement remains unpaid, the Corporation shall not: declare or pay dividends on its stock; merge or consolidate with any other corporation or sell any of its assets except in the regular course of business; increase the compensation (either directly or indirectly) of any officer, director, stockholder or executive employee of the Corporation; redeem any of its shares; fail to maintain any liability, fire or casualty insurance policies in effect as of the date of the event triggering the purchase of stock pursuant to this Agreement; or mortgage or lien any corporate assets in excess of loan balances existing as of the date of the event triggering the purchase of stock pursuant to this Agreement. So long as any part of the purchase price shall remain unpaid, the transferring Stockholder or the Successor, as the case may be, shall have the right to examine the books and records of the Corporation from time to time and receive copies of all accounting reports and tax returns prepared for or on behalf of the Corporation, with such books, records and financial reports to be maintained on the same basis and frequency as prior to the event triggering the purchase of stock pursuant to this Agreement. If the Corporation breaches any of its obligations under this paragraph and shall not cure such breach within thirty (30) days after receiving written notice, the transferring Stockholder or the Successor, as the case may be, in addition to any other remedies available, may elect to declare the entire unpaid purchase price due and payable forthwith.

ARTICLE TEN: SPECIFIC PERFORMANCE.

The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party or to the Successor by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party or the Successor shall institute any action or proceeding to enforce the provisions hereof, any person (including the Corporation) against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such Successor has or have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

ARTICLE ELEVEN: BINDING EFFECT.

This Agreement shall be binding on the parties hereto, their successors or assigns, and the parties hereby agree for themselves and their successors and assigns, to execute any instruments and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

ARTICLE TWELVE: ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the

parties and may not be modified except by an instrument in writing signed by all parties.

ARTICLE THIRTEEN: GUARANTY.

In the event of purchase of the stock of a Stockholder pursuant to the terms of this Agreement and the issuance by the Corporation of its Promissory Note in payment for such stock, the remaining Stockholder hereby agrees that it will personally guarantee payment of said Promissory Note in its entirety and that it will be a party to said Promissory Note as a guarantor.

ARTICLE FOURTEEN: WAIVER.

The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any party.

ARTICLE FIFTEEN: NOTICES.

Any notice permitted or required hereunder shall be delivered to the parties personally or by United States Mail, with postage prepaid, certified or registered, return receipt requested, addressed to a Stockholder at its address on file with the Corporation or to the Corporation at its principal place of business.

ARTICLE SIXTEEN: VALIDITY.

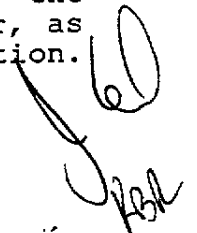
In the event that any provisions of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

ARTICLE SEVENTEEN: ATTORNEY'S FEES.

If there is a breach of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fees for negotiation, trial or appellate proceedings from the breaching party or parties.

ARTICLE EIGHTEEN: APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any proceeding relating thereto shall be Sarasota County, Florida. The parties agree to submit to Binding Arbitration for the resolution of any and all disputes which may arise hereunder, as governed under the rules of the American Arbitration Association.



IN WITNESS WHEREOF, the parties have executed this
Stockholders Agreement as of the day and year first above written.

WITNESSES:

INTERLOGIXX VENTURES, INC.,
a Florida corporation

Dianne Palmer
[Signature]

By: [Signature]
Kevin Rogers
President
"Corporation"

INTERAXX TECHNOLOGIES, INC.,
a Delaware corporation

Dianne Palmer
[Signature]

By: [Signature]
JAMES C. DEEGAN
President

INTELLIWORXX, INC.,
a Florida corporation

Dianne Palmer
[Signature]

By: [Signature]
KEVIN ROGERS
President
"Stockholders"

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[Signature]
[Signature]