



P98000058325

3250 MARY STREET
SUITE 307
COCONUT GROVE,
FLORIDA 33133

July 16, 1998

(305) 448-4700
(305) 448-4757 FAX

WWW.OMNICOMM.COM

Via Federal Express

Division of Corporations
409 East Gaines Street
Tallahassee, Florida
32399

I have enclosed Articles of Merger to be filed. I have also enclosed a check for \$175.00 for the filing fee and 2 certified copies of the Articles of Merger. Please return the certified copies to me by federal express. I have enclosed a pre-paid federal express label for your use.

If you have any questions please contact me at 305-448-4700.

Thank you,

P.S. Knezevich

Peter S. Knezevich
Chief Financial Officer

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****175.00 ****175.00

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15pgs
2-Cert copies
7-17-98
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
98 JUL 17 AM 10:31
FILED

ARTICLES OF MERGER
Merger Sheet

MERGING:

EDUCATION NAVIGATOR, INC., a Florida corporation, document number
P96000079437

INTO

OMNICOMMERCE SYSTEMS, INC., a Florida corporation, P98000058325

File date: July 17, 1998

Corporate Specialist: Carol Mustain

ARTICLES OF MERGER
OF
EDUCATION NAVIGATOR, INC., a Florida Corporation,
into
OMNICOMMERCE SYSTEMS, INC., a Florida Corporation,

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

98 JUL 17 AM 10:38

APPROVED
AND
FILED

ARTICLES OF MERGER between EDUCATION NAVIGATOR, INC., a Florida corporation and OMNICOMMERCE SYSTEMS, INC., a Florida corporation.

Pursuant to s. 607.1105 of the Florida Business Corporation Act (the "Act") EDUCATION NAVIGATOR, INC. and OMNICOMMERCE SYSTEMS, INC. adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated June 25, 1998 ("Plan of Merger"), between EDUCATION NAVIGATOR, INC. and OMNICOMMERCE SYSTEMS, INC. was approved and adopted by the shareholders of EDUCATION NAVIGATOR, INC. on June 26, 1998 and was adopted by the Board of Directors of OMNICOMMERCE SYSTEMS, INC. on June 26, 1998, since shareholder approval of the Plan of Merger is not required by the shareholders of OMNICOMMERCE SYSTEMS, INC. by s. 607.1103(7)/s. 607.1103(1) of the Act.

2. Pursuant to the Plan of Merger, all issued and outstanding shares of EDUCATION NAVIGATOR, INC.'s stock will be acquired by means of a merger of EDUCATION NAVIGATOR, INC. into OMNICOMMERCE SYSTEMS, INC. with OMNICOMMERCE SYSTEMS, INC. the surviving corporation ("Merger").

3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth herein.

4. Pursuant to s. 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be the date of filing of these Articles of Merger with the Secretary of State of Florida.

In witness whereof the parties have set their hands this 26th day of June, 1998.

OmniCommerce Systems, Inc.

By:  Vice-President

Education Navigator, Inc.

By:  President

EXHIBIT A
PLAN OF MERGER

PLAN OF MERGER

This Plan of Merger ("Plan" or "Plan of Merger") dated June 26, 1998 (the "Closing Date") by and among OmniComm Systems, Inc., a Florida corporation (the "Parent Corp."), OmniCommerce Systems, Inc., a Florida corporation and subsidiary of OmniComm Systems, Inc. (the "Subsidiary Corp.") and (collectively the "Surviving Corp."), and Education Navigator, Inc., (the "Target Corp."). (All of the foregoing entities shall be referred to collectively as the "Constituent Corporations"). This Plan of Merger is being effected pursuant and in accordance with s. 607.1101 et seq. of the Florida Business Corporation Act (the "Act").

1. Articles of Incorporation. The Articles of Incorporation of Subsidiary, as in effect immediately before the Effective Date, shall be the Articles of Incorporation of the Subsidiary until further amended as provided by law.

2. Distribution and Payment to Shareholders of Target Corporation. Upon the Effective Date, each share of Target Corp. voting common stock as enumerated in **Exhibit 2** that shall be issued and outstanding at that time shall, without more, be converted into and exchanged for Four Hundred Forty-One and 2/100 (441.2) shares of voting common stock of the Parent Corp., and Parent Corp. shall pay additional monetary consideration of Six Hundred Dollars (\$600) per share for each share of Target Corp. voting common stock totaling Six Hundred Thousand Dollars (\$600,000) in the aggregate for all of the issued and outstanding shares of Target Corp. Each share of Subsidiary stock that is issued and outstanding on the Effective Date shall continue as outstanding shares of Subsidiary's stock.

3. Monetary Consideration. The monetary price for all of the issued and outstanding shares of Target shall be \$600,000 (the "Purchase Price"), and shall be paid to Target shareholders as follows:

a. Seventy Five Thousand Dollars (\$75,000) shall be paid at Closing (less a credit for the \$5,000 deposit previously paid by Parent Corp. to Target shareholders) by payment of a cashier's check from a Florida Bank;

b. Five Hundred Twenty-Five Thousand Dollars (\$525,000) shall be paid at Closing by the delivery of a promissory note issued by Parent Corp. in the form attached hereto as **Exhibit 3(b)** which provides for payments of principal as follows:

- i. Within sixty (60) days of closing: \$75,000;
- ii. On or before December 31, 1998: \$95,000;
- iii. On the first anniversary date of the closing: \$177,500;
- iv. On the second anniversary date of the closing: \$177,500.

4. Effect of Merger. On the Effective Date, the separate existence of Target Corp. shall cease, and Subsidiary Corp. shall be fully vested in Target Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more

particularly set forth in s. 607.1106 of the Florida Business Corporation Act (the "Act").

5. Filing with the Florida Secretary of State and Effective Date. Upon the Closing, as provided herein, Target and Subsidiary shall immediately cause their respective President (or Vice President) to execute Articles of Merger in the form attached to this Agreement as **Exhibit 6**, and upon such execution, the Plan of Merger shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Subsidiary to the Florida Secretary of State. In accordance with s. 607.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the date of filing with the Florida Secretary of State.

6. Assignment. If at any time Parent Corp. shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Subsidiary the title to any property or rights of Target, or to otherwise carry out the provisions of this Agreement, the proper officers and directors of Target as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Subsidiary.

7. Satisfaction of Rights of Disappearing Corp. Shareholders. All shares of Parent Corp.'s stock into which shares of Target Corp.'s stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

8. Fractional Shares. Fractional shares of Parent Corp.'s stock will not be issued.

9. Effect of Merger. On the Effective Date, the separate existence of Target Corp. shall cease, and Subsidiary Corp. shall be fully vested in Target Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in s. 607.1106 of the Act.

10. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Target Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

11. Filing with the Florida Secretary of State and Effective Date. Upon the Closing, as provided in the Agreement of Merger of which this Plan is a part, Target Corp. and Surviving Corp. shall cause their respective President, Vice President, or other duly authorized officer to execute Articles of Merger in the form attached to this Plan and upon such execution this Plan shall be

deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, Surviving Corp. shall deliver such Articles of Merger for filing to the Florida Secretary of State. In accordance with s. 607.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles of Merger.

12. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by any one of the Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the constituent corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with s. 607.1103 of the Act.

13. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of the Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.

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Exhibit 2

**Education Navigator, Inc.
Outstanding Voting Common Stock**

Hugh McCallum	500 shares	
Clifton Middleton	500 shares	

Exhibit 3(b)
Form of Promissory Note

PROMISSORY NOTE

\$262,500.00

Dade County, Florida

June 25, 1998

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of Cliff Middleton ("Holder") the principal sum of TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$262,500) DOLLARS (the "Principal Balance"), together with interest on the principal balance from time to time outstanding at the rate of Five and 51/100 (5.51%) percent per annum, with principal and interest payable as follows:

A. A mandatory payment on account of the Principal Balance in the amount of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLAR (\$37,500) shall be due and payable on August 22, 1998.

B. A mandatory payment on account of the Principal Balance in the amount of FORTY SEVEN THOUSAND FIVE HUNDRED DOLLAR (\$45,000) shall be due and payable on December 31, 1998.

C. A mandatory payment on account of the Principal Balance in the amount of EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLAR (\$88,750) shall be due and payable on June 23, 1999, together with all interest accrued through that date.

D. The entire remaining Principal Balance, together with all accrued and unpaid interest thereon shall be due and payable in full on June 23, 2000 (the "Maturity Date").

This Note may be prepaid in whole or in part at any time and from time to time without penalty or premium. All payments made shall first be applied to the then outstanding Principal Balance and then to accrued and unpaid interest.

A late charge in an amount equal to five (5%) percent of the payment then due shall be imposed on any payment not made within ten (10) days of the due date to compensate the Holder for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items, incurred as a result of the late payment. The parties recognize that the exact amount of additional costs which will be incurred by the Holder are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs.

In the event any installments of the interest or principal, or any amounts agreed to be paid pursuant to the terms of this Note are not fully paid within thirty (30) days after the same becomes due and payable in accordance with the terms of this Note, or in the event the Maker is at any time deemed to be in default of the Stock Pledge and other security documents securing the payment

hereof (collectively, the "Security Documents"), the Maker shall be deemed in default of this Note and this Note shall thereafter bear interest at the maximum rate allowed by law. In the event of an action to enforce this Note or the provisions of the Security Documents is commenced in a court of competent jurisdiction or in the event recourse to any court shall be deemed necessary by Holder or Holder deems it necessary to employ legal counsel in order to collect or enforce the terms and provisions hereof for any reason, including but not limited to the filing of a proof(s) of claim or any other proceedings under the Acts of Congress relating to Bankruptcy Proceedings or in any other type of receivership or insolvency proceedings, Holder shall be entitled to reasonable attorneys' fees (through and including any appellate proceedings) and all costs and expenses incurred by Holder in collecting or enforcing payment hereof.

This Note is secured by the Security Documents, which include a "Stock Pledge" and a "Security Agreement" of even date herewith ("Stock Pledge and Security Agreement"), and reference is made to the Stock Pledge and Security Agreement for rights as to the acceleration of the indebtedness evidenced by this Note.

The Maker and any endorsers, sureties, guarantors, and all others who are, or may become liable for the payment hereof, (a) severally waive presentment for payment, demand, notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, (b) expressly consent to all extensions of time, renewals, postponements of time of payment of this Note or other modifications hereof from time to time prior to or after the day they became due without notice, consent or consideration to any of the foregoing, (c) expressly agree to any substitution, exchange, addition or release of any of the security under the Security Documents or the modification thereof or the addition or release of any party or person primarily or secondarily liable hereon, (d) expressly agree that the Holder shall not be required first to institute any suit, or to exhaust its remedies against the undersigned or any other person or party to become liable hereunder or against the security in order to enforce the payment of this Note, and (e) expressly agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by the Holder of any such person), the Maker shall be and remain, directly and primarily liable for all sums due under this Note and the Security Documents.

Notwithstanding any other provisions of this Note or of any instrument securing this Note or any other instrument executed in connection with the obligations evidenced hereby, it is expressly agreed that the amounts payable under this Note or under the other aforesaid instruments for the payment of interest or any other payment in the nature of or which would be considered as interest or other charge for the use or loan of money shall not exceed the highest rate allowed by the laws of the State of Florida, from time to time, and in the event the provisions of this Note or of such other instrument referred to above in this paragraph with respect to the payment of interest or other payments in the nature of or which would be considered as interest or other charge for the use or loan of money shall result in exceeding such limitation, then the excess over such limitation shall not be payable and the amount otherwise agreed to have been paid shall be reduced by the excess so that such limitation will not be exceeded. If any payment is actually made which shall result in such limitation being exceeded, the amount of the excess shall constitute and be treated as a payment on

account of the Principal Balance and shall operate to reduce such Principal Balance by the amount of such excess, or if in excess of the then outstanding Principal Balance, such excess shall be refunded.

This Note shall be construed in accordance with the laws of the State of Florida.

MAKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREUNDER, OR ARISING OUT OF, OR IN CONNECTION WITH THIS NOTE OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER THE MAKER OR HOLDER.

MAKER:

OMNICOMM SYSTEMS, INC.

By: _____
Lawton Jackson, Vice President

Attest: _____
Peter Knezevich, Secretary

Note payable at: 2100 Salzedo Street, Suite 207, Coral Gables, FL 33134, or such other address as the Holder may designate from time to time to Maker by written notice.

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PROMISSORY NOTE

\$262,500.00

Dade County, Florida

June 25, 1998

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of Hugh McCallum ("Holder") the principal sum of TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$262,500) DOLLARS (the "Principal Balance"), together with interest on the principal balance from time to time outstanding at the rate of Five and 51/100 (5.51%) percent per annum, with principal and interest payable as follows:

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A late charge in an amount equal to five (5%) percent of the payment then due shall be imposed on any payment not made within ten (10) days of the due date to compensate the Holder for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items, incurred as a result of the late payment. The parties recognize that the exact amount of additional costs which will be incurred by the Holder are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs.

In the event any installments of the interest or principal, or any amounts agreed to be paid pursuant to the terms of this Note are not fully paid within thirty (30) days after the same becomes due and payable in accordance with the terms of this Note, or in the event the Maker is at any time deemed to be in default of the Stock Pledge and other security documents securing the payment

account of the Principal Balance and shall operate to reduce such Principal Balance by the amount of such excess, or if in excess of the then outstanding Principal Balance, such excess shall be refunded.

This Note shall be construed in accordance with the laws of the State of Florida.

MAKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREUNDER, OR ARISING OUT OF, OR IN CONNECTION WITH THIS NOTE OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER THE MAKER OR HOLDER.

MAKER:

OMNICOMM SYSTEMS, INC.

By: _____
Lawton Jackson, Vice President

Attest: _____
Peter Knezevich, Secretary

Note payable at: 434 Laguna Avenue, Key Largo, Fla. 33037, or such other address as the Note Holder may designate to Maker by written notice.

K:\USR\UCC\EDUCNAV\OMNI\DOCS\FIN\NOTEHM2.WPD

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The Maker and any endorsers, sureties, guarantors, and all others who are, or may become liable for the payment hereof, (a) severally waive presentment for payment, demand, notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, (b) expressly consent to all extensions of time, renewals, postponements of time of payment of this Note or other modifications hereof from time to time prior to or after the day they became due without notice, consent or consideration to any of the foregoing, (c) expressly agree to any substitution, exchange, addition or release of any of the security under the Security Documents or the modification thereof or the addition or release of any party or person primarily or secondarily liable hereon, (d) expressly agree that the Holder shall not be required first to institute any suit, or to exhaust its remedies against the undersigned or any other person or party to become liable hereunder or against the security in order to enforce the payment of this Note, and (e) expressly agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by the Holder of any such person), the Maker shall be and remain, directly and primarily liable for all sums due under this Note and the Security Documents.

Notwithstanding any other provisions of this Note or of any instrument securing this Note or any other instrument executed in connection with the obligations evidenced hereby, it is expressly agreed that the amounts payable under this Note or under the other aforesaid instruments for the payment of interest or any other payment in the nature of or which would be considered as interest or other charge for the use or loan of money shall not exceed the highest rate allowed by the laws of the State of Florida, from time to time, and in the event the provisions of this Note or of such other instrument referred to above in this paragraph with respect to the payment of interest or other payments in the nature of or which would be considered as interest or other charge for the use or loan of money shall result in exceeding such limitation, then the excess over such limitation shall not be payable and the amount otherwise agreed to have been paid shall be reduced by the excess so that such limitation will not be exceeded. If any payment is actually made which shall result in such limitation being exceeded, the amount of the excess shall constitute and be treated as a payment on